

EXECUTED

**2005-2006
AGREEMENT
BETWEEN
COUNTY OF MILWAUKEE
AND
MILWAUKEE DEPUTY SHERIFFS' ASSOCIATION**

MILWAUKEE COUNTY
LABOR RELATIONS
ROOM 210 - COURTHOUSE
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MILWAUKEE, WISCONSIN 53233
414-278-4852

2005-2006
DEPUTY SHERIFFS' ASSOCIATION

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1 **2005-2006**

2 **AGREEMENT BETWEEN**
3 **COUNTY OF MILWAUKEE**

4 **AND**

5 **MILWAUKEE DEPUTY SHERIFFS' ASSOCIATION**

6 * * * * *

7 **PART 1**

8 **1.01 RECOGNITION**

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

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

16
17 **1.02 MANAGEMENT RIGHTS**

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

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

- 1 • The right, subject to civil service procedures and §. 63.01 to 63.17, Stats., and the
2 terms of this Agreement related thereto, to suspend, discharge, demote or take
3 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 rules and
9 regulations relating to personnel policy, procedures and practices and matters relating to working
10 conditions giving due regard to the obligations imposed by this Agreement. However, the
11 County reserves total discretion with respect to the function or mission of the various departments
12 and divisions, the budget, organization, or the technology of performing the work. These rights
13 shall not be abridged or modified except as specifically provided for by the terms of this
14 Agreement, nor shall they be exercised for the purpose of frustrating or modifying the terms of
15 this Agreement. But these rights shall not be used for the purpose of discriminating against any
16 employee or for the purpose of discrediting or weakening the Association.

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

22
23 **1.03 RANDOM DRUG TESTING**

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

1 **PART 2**

2
3 **2.01 DURATION OF AGREEMENT**

4 The provisions of this Agreement shall become effective January 1, 2005 and shall expire
5 December 31, 2006. The initial bargaining proposals for a successor agreement of each party
6 shall be exchanged on October 15, 2006 and negotiations shall conclude December 31, 2006.
7 This timetable is subject to adjustment by mutual agreement of the parties consistent with the
8 progress of negotiations.
9

10 **PART 3**

11
12 **3.01 WAGES**

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

25 DEPUTY SHERIFF II * (Listed by bureau assignment)

27 Myler, Marie	Mohr, Kenneth
28 Nilsen, Jon	Fischer, Darrell
29 Estrada, Robin	Burch, Kristina
30 Wolf, Steven	Patane, Cheryl
31 Kostopulos, Mariellen	Anderson, Brian

32
33 *Subject to adjustment for oversight of encumbent in such assignment.
34

- 1 (4) Range 17BZ Deputy Sheriff
- 2 (a) Effective November 6, 2005, wages shall be increased by two
- 3 percent (2.0%) ATB on all steps.
- 4 (b) Effective July 2, 2006, wages shall be increased by two percent
- 5 (2.0%) ATB on all steps.
- 6 (c) Effective December 31, 2006, remove steps one and two.
- 7 (5) Pay Range 22B, Sergeants
- 8 (a) Effective November 6, 2005, wages shall be increased by two
- 9 percent (2.0%) ATB on all steps.
- 10 (b) Effective July 2, 2006, wages shall be increased by two percent
- 11 (2.0%) ATB on all steps.
- 12 (c) Effective December 31, 2006, remove steps one and two.

13

14 **3.02 OVERTIME**

- 15 (1) All time credited in excess of eight (8) hours per day or forty (40) hours
- 16 per week shall be paid in cash at the rate of one and one-half (1½) times
- 17 the base rate, except that employees assigned to continuous jury
- 18 sequestration shall be paid sixteen (16) hours at their base rate and eight
- 19 (8) hours at the rate of one and one-half (1½) times the base rate for each
- 20 24-hour period of uninterrupted duty, and except that first shift hours
- 21 worked in excess of forty (40) per week shall be paid at the rate of one and
- 22 one-half (1½) times the base rate.
- 23 (2) Overtime needs and required staffing levels shall be determined by the
- 24 Sheriff.
- 25 (3) All scheduled overtime shall be assigned within classification as follows:
- 26 (a) Employees shall volunteer for overtime and their names shall be
- 27 placed on a list in seniority order within each work unit.
- 28 (b) When necessary to schedule overtime the assignment shall be
- 29 rotated by seniority among all volunteers on the list within the
- 30 work unit where the overtime is being scheduled.

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

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

5 **3.03 CALL IN PAY**

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

12 **3.04 STANDBY PAY**

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

18 **3.05 RETIREE HEALTH TRUST**

19 (1) The County and the Association agree to create a 501(c)(9) Trust account
20 which shall be called the Milwaukee County Deputy Sheriff's Retiree
21 Health Trust, hereinafter referred to as the "Trust". The Trust shall be
22 funded by the County as prescribed in Section 3.05(2) and shall be
23 administered by the Trustee(s) of the Association. The guidelines for
24 administering the Trust shall be as set forth in the Milwaukee County
25 Deputy Sheriff's Retiree Health Trust and Plan documents which are
26 incorporated herein as if fully set forth, the collective bargaining
27 agreement and the Association By-Laws. The County shall be held
28 harmless by the Trust for any claims or judgments made against the
29 County by any active employee, terminated employee, or retiree for the
30 actions or inactions of the Trustee(s) or for how the trust is administered.
31

1 (2) Retiree Insurance Benefit

2 (a) The Employer shall allow retired employees and/or the employees
3 spouse to participate in the County's health insurance plans for
4 retirees until the earliest of the following:

5 1. The retiree's death provided, however, the spouse and
6 dependents, if any, may continue to participate in the
7 County's health insurance plans.

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

10 (b) It is understood by the parties that the elimination as of December
11 31, 2005 of the longevity provisions contained in Section 3.05 of
12 the 2004 Memorandum of Agreement was agreed to in return for
13 the Employer's agreement to fund the Trust, effective January 1,
14 2006 as set forth in Section 3.05(2) paragraph (d).

15 (c) An active member of the bargaining unit who accepts a position
16 within the Sheriff's Department but is no longer a member of the
17 bargaining unit, may continue to be eligible to receive benefits
18 under this section when such employee receives a retirement
19 benefit from the Milwaukee County Retirement System,
20 hereinafter referred to as the "Retirement System", provided such
21 employee meets the other eligibility requirements for such
22 payment, and provided that the employee contributes an amount to
23 the fund on January 1st of each year after accepting such position
24 equal to the amount that would be contributed to the fund on
25 his/her behalf if they stayed in the bargaining unit.
26 Employees who accept a position with the Sheriff's Department but
27 outside the bargaining unit who do not wish to continue their
28 contributions to the fund, shall forfeit and waive the benefits
29 provided for by the Trust and shall forfeit and waive any claim to
30 any longevity and/or formula payment referred to in Section 3.05
31 (2).

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

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

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

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

21 4) All active employees with twenty (20) or more years' of
22 service in the Sheriff's Department shall generate one
23 hundred ninety eight dollars (\$198.00) towards the total
24 amount of money owed by the County to the Trust
25 following the thirteenth pay period. Following the twenty
26 sixth pay period and based on the number of active
27 employees in the twenty sixth pay period, the County shall
28 submit to the Trust in one check an amount of money
29 which equals the sum of subparagraphs five through eight
30 below for all active employees:

- 1 5) All active employees with six (6) but less than ten (10)
2 years' of service in the Sheriff's Department shall generate
3 seventy five dollars (\$75.00) towards the total amount of
4 money owed by the County to the Trust following the
5 twenty sixth pay period.
- 6 6) All active employees with ten (10) but less than fifteen (15)
7 years' of service in the Sheriff's Department shall generate
8 one hundred thirty eight dollars (\$138.00) towards the total
9 amount of money owed by the County to the Trust
10 following the twenty sixth pay period.
- 11 7) All active employees with fifteen (15) but less than twenty
12 (20) years' of service in the Sheriff's Department shall
13 generate one hundred sixty eight dollars (\$168.00) towards
14 the total amount of money owed by the County to the Trust
15 following the twenty sixth pay period.
- 16 8) All active employees with twenty (20) or more years' of
17 service in the Sheriff's Department shall generate one
18 hundred ninety eight dollars (\$198.00) towards the total
19 amount of money owed by the County to the Trust
20 following the twenty sixth pay period. Under no
21 circumstances will the County be required to contribute any
22 additional monies to the Trust unless mutually agreed to by
23 the parties in future negotiations.
- 24 (e) Employees participating in the Trust hired prior to July 1, 1995
25 shall have their health insurance premiums paid pursuant to
26 Section 3.11(10). Effective January 1, 2006, Section 3.11(10) will
27 be renumbered to Section 3.111(12).
- 28 (f) Each year in January the County shall be provided a printout from
29 the Association identifying the total amount of money available in
30 the fund as of December 31st of the previous year along with a list
31 of all receipts and disbursements for the previous year, and the
32 projected payments from the fund to prospective retirees. This
33 report will also include the amount to be paid to any retiree who
34 retires in the current calendar year as determined by the
35 Association Trustee(s).

1 (g) The administration of the Trust, which includes all decisions made
2 by the Trustee(s), are not subject to the grievance procedures of the
3 Memorandum of Agreement.
4

5 **3.06 UNIFORM ALLOWANCE**

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

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

16 (b) The annual allowance for all employees shall be four hundred
17 twenty five dollars (\$425.00).
18

19 **3.07 EDUCATIONAL BONUS**

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

23 \$125.00 per year for 16 credits

24 \$175.00 per year for 28 credits

25 \$225.00 per year for 40 credits

26 \$275.00 per year for 52 credits

27 \$325.00 per year for 64 credits

28 \$500.00 for Associate Degree or 75 credits

29 \$750.00 for Bachelors Degree

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

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

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

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

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

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

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

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

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

26
27 **3.08 HAZARDOUS DUTY ALLOWANCE**

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

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

4
5 **3.085 EXPOSURE TO INFECTIOUS DISEASES**

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

9
10 **3.09 TEMPORARY ASSIGNMENTS**

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

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

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

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

1 (2) Employees who accrue compensatory time while on temporary assignment
2 shall liquidate such time at the rate of pay of the classification to which
3 assigned at the time of liquidation.
4

5 **3.10 TRAVEL EXPENSES**

6 Employees required to travel outside Milwaukee County in the performance of
7 duty shall be reimbursed for expenses incurred in accordance with the provisions of
8 §56.05 C.G.O.

9 On the first and last day of any travel authorized for members of the bargaining
10 unit, the employee(s) shall present receipts reflecting the actual expenses, not exceeding
11 the per diem rate.
12

13 **3.11 EMPLOYEE HEALTH AND DENTAL BENEFITS**

14
15 Section 3.11 is effective January 1, 2005 through December 31, 2005. Section 3.111
16 shall replace Section 3.11 in its entirety on January 1, 2006.
17

18 (1) Health and Dental Benefits shall be provided for in accordance with the
19 terms and conditions of the current Plan Document and the Group
20 Administrative Agreement for the Milwaukee County Health Insurance
21 Plan or under the terms and conditions of the insurance contracts of those
22 Health Maintenance Organizations approved by Milwaukee County.

23 (2) Eligible employees may choose health benefits for themselves and their
24 dependents under a fee-for-service plan or Health Maintenance
25 Organization (HMO) or Exclusive Provider Organization (EPO) approved
26 by the County.

27 (3) Each eligible employee enrolled in the County health plan or EPO, shall
28 pay eighty dollars (\$80.00) toward the monthly cost of a single plan and
29 one hundred dollars (\$100.00) per month toward the cost of a family plan.

- 1 (4) Each eligible employee enrolled in a HMO approved by the County, shall
2 pay eighty dollars (\$80.00) toward the monthly cost of a single plan and
3 one hundred dollars (\$100.00) per month toward the cost of a family plan.
- 4 (5) The appropriate payment shall be made through payroll deductions. When
5 there are not enough net earnings to cover such a required contribution, and
6 the employee remains eligible to participate in a health care plan, the
7 employee must make the payment due within ten working days of the pay
8 date such a contribution would have been deducted. Failure to make such a
9 payment will cause the insurance coverage to be canceled effective the first
10 of the month for which the premium has not been paid.
- 11 (6) In the event an employee who has exhausted accumulated sick leave is
12 placed on leave of absence without pay status on account of illness, the
13 County shall continue to pay the monthly cost or premium for the Health
14 Plan chosen by the employee and in force at the time leave of absence
15 without pay status is requested, if any, less the employee contribution
16 during such leave for a period not to exceed one (1) year. The 1-year
17 period of limitation shall begin to run on the first day of the month
18 following that during which the leave of absence begins. An employee
19 must return to work for a period of sixty (60) calendar days with no
20 absences for illness related to the original illness in order for a new 1-year
21 limitation period to commence.
- 22 (7) Where both husband and wife are employed by Milwaukee County, either
23 the husband or the wife shall be entitled to one family plan. Further, if the
24 husband elects to be the named insured, the wife shall be a dependent under
25 the husband's plan, or if the wife elects to be the named insured, the
26 husband shall be a dependent under the wife's plan. Should neither party
27 make an election the County reserves the right to enroll the less senior
28 employee in the plan of the more senior employee. Should one spouse
29 retire with health insurance coverage at no cost to the retiree, the employed
30 spouse shall continue as a dependent on the retiree's policy, which shall be
31 the dominant policy.

- 1 (8) Coverage of enrolled employees shall be in accordance with the monthly
2 enrollment cycle administered by the County.
- 3 (9) Upon the death of any retiree, only those survivors eligible for health
4 insurance benefits prior to such retiree's death shall retain continued
5 eligibility for the Employee Health Insurance Program.
- 6 (10) Employees hired prior to July 1, 1995, upon retirement shall be allowed to
7 continue in the County Group Health Benefit Program and the County shall
8 pay the full monthly cost of providing such coverage, in accordance with
9 Chapter 17 of the General Ordinances of the County of Milwaukee, §17.14
10 and any other applicable ordinance or section. To be eligible for this
11 benefit, an employee must have fifteen (15) years or more of creditable
12 service as a County employee. Employees hired on and after July 1, 1995
13 may upon retirement opt to continue their membership in the County Group
14 Health Benefit Program upon payment of the full monthly cost.
- 15 (11) Each eligible employee will be limited to pay an annual out of pocket
16 expense for their costs payable under Major Medical provisions, including
17 any applicable deductible and percent co-payment, to a maximum of
18 \$1,500.00 under a single plan and \$2,500.00 under a family plan. Major
19 medical benefits will be paid by the County at 100% after the annual out of
20 pocket maximum has been satisfied. The major medical co-payment shall
21 be 20%, after application of the deductible up to the applicable maximum.
- 22 (12) Eligible employees may continue to apply to change their health plan to one
23 of the options available to employees on an annual basis. This open
24 enrollment shall be held at a date to be determined by the County and
25 announced at least forty-five (45) days in advance.
- 26 (13) The County shall have the right to require employees to sign an
27 authorization enabling non-County employees to audit medical and dental
28 records. Information obtained as a result of such audits shall not be
29 released to the County with employee names unless necessary for billing,
30 collection, or payment of claims.

- 1 (14) The County reserves the right to terminate its contracts with its health plans
2 and enter into a contract with any other administrator. The County may
3 terminate its contract with its current health plan administrator and enter
4 into a replacement contract with any other qualified administrator or
5 establish a self-administered plan provided:
- 6 (a) That the cost of any replacement program shall be no greater to
7 individual group members than provided in par. (3) above
8 immediately prior to making any change.
- 9 (b) That the coverages and benefits of such replacement program shall
10 remain the same as the written Plan Document currently in effect for
11 employees and retirees.
- 12 (c) Prior to a substitution of a Third Party Administrator (TPA)
13 or implementing a self-administered plan, the County agrees to
14 provide the Association with a full 60 days to review any new plan
15 and/or TPA.
- 16 (15) (a) The deductible under hospital/surgical provisions of the Milwaukee
17 County Health Plan is \$100.00 per confinement for eligible
18 employees and/or their dependents.
- 19 (b) All non-emergency admissions as a hospital in-patient must be pre-
20 certified by an agency selected by the County. The employee or
21 other family member must telephone the pre-certifying agency
22 forty-eight (48) hours prior to date of admission and provide the
23 agency with the name, address and telephone number of the
24 admitting physician, the date of the admission, the name of the
25 hospital of admission, and the name of the patient.
- 26 (c) For employee(s) who comply with this obligation, the deductible
27 under hospital/surgical benefit provisions will be reduced to \$50.00
28 per confinement for eligible employees and/or their dependents.
- 29 (d) For emergency admissions, the employee or other family member
30 must telephone the pre-certifying agency within twenty-four (24)
31 hours after admission with the name, address, and telephone number

- 1 of admitting physician, the date of the admission, the name of the
2 hospital of admission and the name of the patient. For employee(s)
3 who comply with this obligation, the deductible under
4 hospital/surgical benefit provisions will be reduced to \$50.00 per
5 confinement for eligible employees and/or their dependents.
- 6 (e) Continued hospitalization will also be subject to concurrent review
7 by the pre-certifying agency. The pre-certifying agency and the
8 claim service provider shall be selected by the County.
- 9 (16) (a) The County reserves the right to establish a network of Preferred
10 Providers under the County Health Plan. The network shall consist
11 of hospitals, physicians, and other health care providers selected by
12 the County. For employee(s) and/or their dependents who are
13 authorized admission as an in-patient to one of the preferred
14 hospitals, the hospital/surgical deductible applicable to the
15 employee shall be reduced to \$50.00 per confinement.
- 16 (b) For employees and/or their dependents, the physician co-payment
17 provided as part of major medical coverage, when a preferred
18 physician provider is used, shall be reduced to ten percent.
- 19 (c) The County reserves the right to add, modify or delete any and all
20 providers under the Preferred Provider Network. If all Preferred
21 Providers are eliminated, the County shall waive the \$50.00
22 hospital/surgical deductible.
- 23 (17) Milwaukee County shall amend the Schedule of Benefits for the in-patient
24 and out-patient treatment of Mental and Nervous Disorders, Alcohol and
25 Other Drug Abuse (AODA), of the Plan Document for the Milwaukee
26 County Health Plan to channel employees and their dependents to the PPO
27 providers selected by the County. The channeling shall consist of:
- 28 (a) If the employee and the dependent use an in-patient PPO facility,
29 benefits are payable at 80% of the contracted rate for 30 days as
30 long as the PPO approves both the medical necessity and
31 appropriateness of such hospitalization.

- 1 (b) If the employee and the dependent use a non-PPO facility, benefits
2 are payable at 50% of the contracted rate for a maximum of thirty
3 (30) days. The hospitalization is still subject to utilization review
4 for medical necessity and medical appropriateness.
- 5 (c) The first two visits of outpatient treatment by network providers
6 will be reimbursed at 100% with no utilization review required. Up
7 to 25 further visits for outpatient treatment when authorized by the
8 PPO, will be reimbursed at 95% of the PPO contracted rate. In
9 addition, when authorized by the PPO, up to 30 days per calendar
10 year, per insured, of day treatment or partial hospitalization shall be
11 paid at 95% of the contracted rate for all authorized stays at PPO
12 facilities.
- 13 (d) The first 15 visits of out-patient treatment authorized by the PPO
14 but not provided by a PPO provider shall be paid at 50% of the
15 contracted rate for all medically necessary and appropriate treatment
16 as determined by the PPO. When authorized by the PPO, up to 30
17 days per calendar year, per insured, of day treatment or partial
18 hospitalization shall be paid at 50% of the contracted rate for all
19 authorized stays at non-PPO facilities.
- 20 (18) The Schedule of Benefits of the Plan Document for the Milwaukee County
21 Health Plan shall be amended to include the following provisions:
- 22 (a) The annual Major Medical deductible shall be \$400 per insured;
23 the calendar year Major Medical deductible per family shall be
24 \$1,200.
- 25 (b) If the insured uses a PPO physician, the Major Medical Annual
26 deductible will be reduced to \$150 per insured; \$450 per family, per
27 year.
- 28 (19) Each year, Milwaukee County shall pay a cash incentive of \$500 per
29 contract (single or family plan) to each eligible employee who elects to dis-
30 enroll or not to enroll in a Milwaukee County Health Plan. Any employee
31 who is hired on and after January 1, 1994 and who would be eligible to

1 enroll in health insurance under the present County guidelines who chooses
2 not to enroll in a Milwaukee County health plan shall also receive \$500.
3 Proof of coverage in a non-Milwaukee County group health insurance plan
4 must be provided in order to qualify for the \$500 payment. Such proof
5 shall consist of a current health enrollment card.

6 The \$500 shall be paid on an after tax basis. When administratively
7 possible, the County may convert the \$500 payment to a pre-tax credit
8 which the employee may use as a credit towards any employee benefit
9 available within a flexible benefits plan.

10 The \$500 payment shall be paid on an annual basis by payroll check
11 no later than April 1st of any given year to qualified employees on the
12 County payroll as of January 1st. An employee who loses his/her non-
13 Milwaukee County group health insurance coverage may elect to re-join the
14 Milwaukee County Conventional Health Plan. The employee would not be
15 able to re-join an HMO until the next open enrollment period. The \$500
16 payment must be repaid in full to the County prior to coverage
17 commencing. Should an employee re-join a health plan he/she would not
18 be eligible to opt out of the plan in a subsequent calendar year.

19 (20) Effective July 1, 1995, Milwaukee County shall deduct employees'
20 contributions to health insurance on a pre-tax basis pursuant to a Section
21 125 Plan.

22 (a) Effective July 1, 2001, after the adoption of a Section 125 Plan
23 Document, Milwaukee County shall establish and administer
24 Flexible Spending Accounts (FSA's) for those employees who
25 desire to pre-fund their health insurance costs as governed by IRS
26 regulations. The County retains the right to select a third party
27 administrator.

28 (b) Other benefits may be included in the Section 125 Plan as mutually
29 agreed upon by Milwaukee County and the Association. Such
30 agreement would be by collateral agreement to this contract.

- 1 (21) Prescription drug coverage shall be carved out of the Milwaukee County
2 Health Plan. Such coverage shall be provided through a pharmacy benefit
3 management program (PBM) approved by the County. The employee shall
4 pay 10% of the cost for a generic drug, or 20% of the cost for a brand name
5 drug (\$3 minimum) at the point of purchase. The PBM will be responsible
6 for establishing, updating, and administering the program. Standard
7 precertification and protocols of the PBM will be used. A thirty (30) day
8 supply of a prescription shall be available from a participating local
9 pharmacy and a ninety (90) day supply via mail order at a maximum cost
10 of \$75. For prescriptions limited by law to a thirty (30) day supply the
11 maximum mail order cost shall be \$25.
- 12 (22) The County shall implement a disease management program. Such program
13 shall be designed to enhance the medical outcome of a chronic illness
14 through education, treatment, and appropriate care. Participation in the
15 program by the patient shall be strictly voluntary, and the patient can
16 determine their individual level of involvement. Chronic illness shall be
17 managed through a variety of interventions, including but not limited to
18 contacts with patient and physician, health assessments, education
19 materials, and referrals. The County shall determine all aspects of the
20 disease management program.
- 21 (23) The County shall have the right to determine “medical providers of
22 excellence.” In order to qualify for such designation, such providers shall,
23 in the estimation of the County, meet exemplary standards including but not
24 limited to quality of care, patient safety, administrative efficiency, patient
25 satisfaction, and/or value pricing for specific medical conditions. When the
26 County preauthorizes medical treatment by such provider, the County shall
27 pay 100 percent of all charges except for prescription drugs.
- 28 (24) Milwaukee County will provide a Dental Insurance Plan equal to and no
29 less than is currently available to employees. Bargaining unit employees
30 hired on or after February 28, 1991 and each eligible employee enrolled in
31 the Milwaukee County Dental Benefit Plan shall pay \$2.00 per month

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

3
4 **3.111 EMPLOYEE HEALTH AND DENTAL BENEFITS**

5
6 Section 3.111 is effective January 1, 2006.

- 7
- 8 (1) Health and Dental Benefits shall be provided for in accordance with the
9 terms and conditions of the current Plan Document and the Group
10 Administrative Agreement for the Milwaukee County Health Insurance
11 Plan or under the terms and conditions of the insurance contracts of those
12 Managed Care Organizations (Health Maintenance Organizations or HMO)
13 approved by the County.
- 14 (2) Eligible employees may choose health benefits for themselves and their
15 dependents under a Preferred Provider Organization (County Health Plan or
16 PPO) or HMO approved by the County.
- 17 (3) All eligible employees enrolled in the PPO or HMO shall pay a monthly
18 amount toward the monthly cost of health insurance as described below:
- 19 (a) For the months of January through June of 2006 employees enrolled
20 in the PPO shall pay eighty dollars (\$80.00) per month toward the
21 monthly cost of a single plan and one hundred dollars (\$100.00) per
22 month toward the monthly cost of a family plan.
- 23 (b) Effective July of 2006 employees enrolled in the PPO shall pay
24 seventy five dollars (\$75.00) per month toward the monthly cost of
25 a single plan and one hundred fifty dollars (\$150.00) per month
26 toward the monthly cost of a family plan.
- 27 (c) For the months of January through June of 2006 employees enrolled
28 in the HMO shall pay eighty dollars (\$80.00) per month toward the
29 monthly cost of a single plan and one hundred dollars (\$100.00) per
30 month toward the monthly cost of a family plan.

- 1 (d) Effective July of 2006 employees enrolled in the HMO shall pay
2 seventy five dollars (\$75.00) per month toward the monthly cost of
3 a single plan and one hundred fifty dollars (\$150.00) per month
4 toward the monthly cost of a family plan.
- 5 (e) The appropriate payment shall be made through payroll deductions.
6 When there are not enough net earnings to cover such a required
7 contribution, and the employee remains eligible to participate in a
8 health care plan, the employee must make the payment due within
9 ten working days of the pay date such a contribution would have
10 been deducted. Failure to make such a payment will cause the
11 insurance coverage to be canceled effective the first of the month
12 for which the premium has not been paid.
- 13 (f) The County shall deduct employees' contributions to health
14 insurance on a pre-tax basis pursuant to a Section 125 Plan. Other
15 benefits may be included in the Section 125 Plan as mutually agreed
16 upon by the County and the Association. Such agreement would be
17 by collateral agreement to this contract.
- 18 (g) The County shall establish and administer Flexible Spending
19 Accounts (FSA's) for those employees who desire to pre-fund their
20 health insurance costs as governed by IRS regulations. The County
21 retains the right to select a third party administrator.
- 22 (4) In the event an employee who has exhausted accumulated sick leave is
23 placed on leave of absence without pay status on account of illness, the
24 County shall continue to pay the monthly cost or premium for the Health
25 Plan chosen by the employee and in force at the time leave of absence
26 without pay status is requested, if any, less the employee contribution
27 during such leave for a period not to exceed one (1) year. The 1-year
28 period of limitation shall begin to run on the first day of the month
29 following that during which the leave of absence begins. An employee
30 must return to work for a period of sixty (60) calendar days with no

1 absences for illness related to the original illness in order for a new 1-year
2 limitation period to commence.

3 (5) Where both husband and wife are employed by the County, either the
4 husband or the wife shall be entitled to one family plan. Further, if the
5 husband elects to be the named insured, the wife shall be a dependent under
6 the husband's plan, or if the wife elects to be the named insured, the
7 husband shall be a dependent under the wife's plan. Should neither party
8 make an election the County reserves the right to enroll the less senior
9 employee in the plan of the more senior employee. Should one spouse
10 retire with health insurance coverage at no cost to the retiree, the employed
11 spouse shall continue as a dependent on the retiree's policy, which shall be
12 the dominant policy.

13 (6) Coverage of enrolled employees shall be in accordance with the monthly
14 enrollment cycle administered by the County.

15 (7) Eligible employees may continue to apply to change their health plan to one
16 of the options available to employees on an annual basis. This open
17 enrollment shall be held at a date to be determined by the County and
18 announced at least forty-five (45) days in advance.

19 (8) The County shall have the right to require employees to sign an
20 authorization enabling non-County employees to audit medical and dental
21 records. Information obtained as a result of such audits shall not be
22 released to the County with employee names unless necessary for billing,
23 collection, or payment of claims.

24 (9) The County reserves the right to terminate its contracts with its health plans
25 and enter into a contract with any other administrator. The County may
26 terminate its contract with its current health plan administrator and enter
27 into a replacement contract with any other qualified administrator or
28 establish a self-administered plan provided:

29 (a) That the cost of any replacement program shall be no greater to
30 individual group members than provided in par. (3) above
31 immediately prior to making any change.

- 1 (b) That the coverages and benefits of such replacement program shall
2 remain the same as the written Plan Document currently in effect for
3 employees and retirees.
- 4 (c) Prior to a substitution of a Third Party Administrator (TPA)
5 or implementing a self-administered plan, the County agrees to
6 provide the Association with a full 60 days to review any new plan
7 and/or TPA.
- 8 (10) The County reserves the right to establish a network of Preferred Providers.
9 The network shall consist of hospitals, physicians, and other health care
10 providers selected by the County. The County reserves the right to add,
11 modify or delete any and all providers under the Preferred Provider
12 Network.
- 13 (11) Upon the death of any retiree, only those survivors eligible for health
14 insurance benefits prior to such retiree's death shall retain continued
15 eligibility for the Employee Health Insurance Program.
- 16 (12) Employees hired prior to July 1, 1995, upon retirement shall be allowed to
17 continue in the County Group Health Benefit Program and the County shall
18 pay the full monthly cost of providing such coverage, in accordance with
19 Chapter 17 of the General Ordinances of the County of Milwaukee, §17.14
20 and any other applicable ordinance or section. To be eligible for this
21 benefit, an employee must have fifteen (15) years or more of creditable
22 service as a County employee. Employees hired on and after July 1, 1995
23 may upon retirement opt to continue their membership in the County Group
24 Health Benefit Program upon payment of the full monthly cost.
- 25 (13) All eligible employees enrolled in the PPO shall have a deductible equal to
26 the following:
- 27 (a) The in-network deductible shall be one hundred fifty dollars
28 (\$150.00) per insured, per calendar year; four hundred fifty dollars
29 (\$450.00) per family, per calendar year.

- 1 (b) The out-of-network deductible shall be four hundred dollars
2 (\$400.00) per insured, per calendar year; one thousand two hundred
3 dollars (\$1,200.00) per family, per calendar year.
- 4 (14) All eligible employees and/or their dependents enrolled in the PPO shall be
5 subject to a twenty dollar (\$20.00) in-network office visit co-payment or a
6 forty dollar (\$40.00) out-of-network office visit co-payment for all illness
7 or injury related office visits. The office visit co-payment shall not apply to
8 in-network preventative care, which includes prenatal, baby-wellness, and
9 physicals, as determined by the plan.
- 10 (15) All eligible employees and/or their dependents enrolled in the PPO shall be
11 subject to a co-insurance co-payment after application of the deductible
12 and/or office visit co-payment.
- 13 (a) The in-network co-insurance co-payment shall be equal to ten
14 percent (10.00%) of all charges subject to the applicable out-of-
15 pocket maximum,
- 16 (b) The out-of-network co-insurance co-payment shall be equal to
17 twenty percent (20.00%) of all charges subject to the applicable out-
18 of-pocket maximum,
- 19 (16) All eligible employees enrolled in the PPO shall be subject to the following
20 out-of-pocket expenses including any applicable deductible and percent co-
21 payments to a calendar year maximum of
- 22 (a) one thousand five hundred dollars (\$1,500.00) in-network under a
23 single plan.
- 24 (b) two thousand five hundred dollars (\$2,500.00) out-of-network under
25 a single plan.
- 26 (c) three thousand dollars (\$3,000.00) in-network under a family plan.
- 27 (d) five thousand dollars (\$5,000.00) out-of-network under a family
28 plan.
- 29 (e) Office visit co-payments are not limited and do not count toward the
30 calendar year out-of-pocket maximum(s).

- 1 (f) Charges that are over usual and customary do not count toward the
2 calendar year out-of-pocket maximum(s).
- 3 (g) Prescription drug co-payments do not count toward the calendar
4 year out-of-pocket maximum(s).
- 5 (h) Other medical benefits not described in 16 (e), (f), and (g) shall be
6 paid by the County at one hundred percent (100.0)% after the
7 calendar year out-of-pocket maximum(s) has been satisfied.
- 8 (17) All eligible employees and/or their dependents enrolled in the PPO shall
9 pay a fifty dollar (\$50.00) emergency room co-payment in-network or out-
10 of-network. The co-payment shall be waived if the employee and/or their
11 dependents are admitted directly to the hospital from the emergency room.
12 In-network and out-of-network deductibles and co-insurance percentages
13 apply.
- 14 (18) All eligible employees enrolled in the PPO or HMO shall pay the following
15 for a thirty (30) day prescription drug supply at a participating pharmacy:
- 16 (a) Five dollar (\$5.00) co-payment for all generic drugs.
- 17 (b) Twenty dollar (\$20.00) co-payment for all brand name drugs on the
18 formulary list.
- 19 (c) Forty dollar (\$40.00) co-payment for all non-formulary brand name
20 drugs.
- 21 (d) Non-legend drugs may be covered at the five dollar (\$5.00) generic
22 co-payment level at the discretion of the plan.
- 23 (e) The plan shall determine all management protocols.
- 24 (19) All eligible employees and/or their dependents enrolled in the HMO shall
25 be subject to a ten dollar (\$10.00) office visit co-payment for all illness or
26 injury related office visits. The office visit co-payment shall not apply to
27 preventative care, which includes prenatal, baby-wellness, and physicals, as
28 determined by the plan.
- 29 (20) All eligible employees and/or their dependents enrolled in the HMO shall
30 pay a one hundred dollar (\$100.00) co-payment for each in-patient

1 hospitalization. There is a maximum of five (5) co-payments per person,
2 per calendar year.

3 (21) All eligible employees and/or their dependents enrolled in the HMO shall
4 pay fifty percent (50.0%) co-insurance on all durable medical equipment to
5 a maximum of fifty dollars (\$50.00) per appliance or piece of equipment.

6 (22) All eligible employees and/or their dependents enrolled in the HMO shall
7 pay a fifty dollar (\$50.00) emergency room co-payment (facility only). The
8 co-payment shall be waived if the employee and/or their dependents are
9 admitted to the hospital directly from the emergency room.

10 (23) All eligible employees and/or their dependents Benefits for the in-patient
11 and out-patient treatment of mental and nervous disorders, alcohol and
12 other drug abuse (AODA) are as follows:

13 (a) If the employee and the dependent use an in-patient PPO facility,
14 benefits are payable at eighty percent (80.0)% of the contracted rate
15 for thirty (30) days as long as the PPO approves both the medical
16 necessity and appropriateness of such hospitalization.

17 (b) If the employee and the dependent use a non-PPO facility, benefits
18 are payable at fifty percent (50.0%) of the contracted rate for a
19 maximum of thirty (30) days. The hospitalization is still subject to
20 utilization review for medical necessity and medical
21 appropriateness.

22 (c) The first two (2) visits of outpatient treatment by network providers
23 will be reimbursed at one hundred percent (100.0)% with no
24 utilization review required. Up to twenty-five (25) further visits for
25 outpatient treatment when authorized by the PPO, will be
26 reimbursed at ninety-five percent (95.0%) of the PPO contracted
27 rate. In addition, when authorized by the PPO, up to thirty (30)
28 days per calendar year, per insured, of day treatment or partial
29 hospitalization shall be paid at ninety-five percent (95.0)% of the
30 contracted rate for all authorized stays at PPO facilities.

1 (d) The first fifteen (15) visits of out-patient treatment authorized by the
2 PPO but not provided by a PPO provider shall be paid at fifty
3 percent (50.0%) of the contracted rate for all medically necessary
4 and appropriate treatment as determined by the PPO. When
5 authorized by the PPO, up to thirty (30) days per calendar year, per
6 insured, of day treatment or partial hospitalization shall be paid at
7 fifty percent (50.0%) of the contracted rate for all authorized stays
8 at non-PPO facilities.

9 (24) Each calendar year, the County shall pay a cash incentive of five hundred
10 dollars (\$500.00) per contract (single or family plan) to each eligible
11 employee who elects to dis-enroll or not to enroll in a Milwaukee County
12 Health Plan. Any employee who is hired on and after January 1, 1994 and
13 who would be eligible to enroll in health insurance under the present
14 County guidelines who chooses not to enroll in a Milwaukee County health
15 plan shall also receive five hundred dollars (\$500.00). Proof of coverage in
16 a non-Milwaukee County group health insurance plan must be provided in
17 order to qualify for the five hundred dollars (\$500.00) payment. Such proof
18 shall consist of a current health enrollment card.

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

24 (b) The five hundred dollars (\$500.00) payment shall be paid on an
25 annual basis by payroll check no later than April 1st of any given
26 year to qualified employees on the County payroll as of January 1st.
27 An employee who loses his/her non-Milwaukee County group
28 health insurance coverage may elect to re-join the Milwaukee
29 County Conventional Health Plan. The employee would not be able
30 to re-join an HMO until the next open enrollment period. The five
31 hundred dollars (\$500.00) payment must be repaid in full to the

1 County prior to coverage commencing. Should an employee re-join
2 a health plan he/she would not be eligible to opt out of the plan in a
3 subsequent calendar year.

4 (25) The County shall implement a disease management program. Such program
5 shall be designed to enhance the medical outcome of a chronic illness
6 through education, treatment, and appropriate care. Participation in the
7 program by the patient shall be strictly voluntary, and the patient can
8 determine their individual level of involvement. Chronic illness shall be
9 managed through a variety of interventions, including but not limited to
10 contacts with patient and physician, health assessments, education
11 materials, and referrals. The County shall determine all aspects of the
12 disease management program.

13 (26) The County shall provide a Dental Insurance Plan equal to and no less
14 than is currently available to employees. Bargaining unit employees hired
15 on or after February 28, 1991 and each eligible employee enrolled in the
16 Milwaukee County Dental Benefit Plan shall pay two dollars (\$2.00) per
17 month toward the cost of a single plan, or six dollars (\$6.00) per month
18 toward the cost of a family plan. Employees may opt not to enroll in the
19 Dental Plan.

20
21 **3.12 LIFE INSURANCE**

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

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

30 (3) In the event an employee has exhausted accumulated sick leave and is
31 placed on leave-of-absence-without-pay status on account of illness, the

1 County shall continue to pay the full cost of life insurance coverage for
2 such employee during such leave for a period not to exceed one year. The
3 one-year period of limitation shall begin to run on the first day of the
4 month following that during which the leave of absence begins.

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

10 **3.13 DEFERRED COMPENSATION**

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

15 **3.14 VACATION**

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

19 After 1 year 80 hours
20 After 5 years 120 hours
21 After 10 years 160 hours
22 After 15 years 200 hours
23 After 20 years 240 hours
24

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

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

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

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

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

14 For purposes of this section, shift shall mean:

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

16 Second shift - Beginning at or after 2 p.m.

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

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

21
22 **3.15 PERSONAL HOURS - HOLIDAYS**

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

26 (2) Regular full time employees shall accrue personal hours during their first
27 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

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

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

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

24
25 **3.16 SICK LEAVE**

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

- 29 (a) Less than 5 years - 4.6 hours per pay period;
30 (b) After 5 years - 3.7 hours per pay period;

1 (c) All employees hired on or after January 4, 1970 - 3.7 hours
2 per pay period.

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

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

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

19

20 **3.17 INJURY PAY**

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

1 employees receiving injury pay benefits regardless of the date on which
2 the compensable injury or recurrence thereof occurred.

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

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

19
20 **3.18 BEREAVEMENT LEAVE**

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

- 24 (a) Where one day is authorized, it must be taken on the day of the
25 funeral.
- 26 (b) Where more than one excused day is allowed, such days must be
27 consecutive calendar days, one of which is the date of the funeral.
- 28 (c) Where travel time is allowed, one travel day must precede the
29 funeral and one travel day must follow the funeral day.
- 30 (d) Scheduled off days shall be considered as part of the total funeral
31 leave allowed when such off days fall within permissible

1 bereavement leave days when such days are considered
2 consecutively. Scheduled vacation days falling within the
3 bereavement period may be rescheduled for liquidation during the
4 remainder of the year.

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

9
10 **3.19 EARNED RETIREMENT**

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

- 13 (1) Retirement leave may be taken consisting of all accumulated unused
14 vacation (not to exceed 30 days), compensatory time, holiday hours, or
15 personal hours.
16 (2) Retirement leave may be taken , or
17 (3) The employee may elect to receive payment in a lump sum of retirement
18 leave benefits to which he is entitled in par.(1) above on his last day of
19 work. Under this option, the payment to such employee of his County
20 pension and annuity benefits shall be postponed until the total number of
21 retirement leave days for which he has been paid have expired; provided,
22 however, that no employee shall accrue additional benefits during such
23 period.

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

26
27 **3.20 CONTRIBUTION TO RETIREMENT SYSTEM**

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

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

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

14
15 **3.21 RETIREMENT BENEFITS**

- 16 (1) The retirement allowance for all employees retiring on and after January 1,
17 1976, except as noted in (2) and (3) below, shall be computed at the rate of
18 two and one half percent (2.5%) for each year of service multiplied by the
19 final average salary of such employee as defined in Ch. 201, C.G.O., and
20 in accordance with all of the rules and regulations set forth therein.
- 21 (2) For employees hired on and after January 1, 1982, the provisions of Ch.
22 201, C.G.O., Employee Retirement System, 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) For employees hired on and after July 1, 1995, the provisions of Ch. 201,
2 C.G.O. Employees' Retirement System, shall be modified as follows: An
3 employee who meets the requirements for a normal pension shall receive
4 an amount equal to two percent (2%) of his final average salary multiplied
5 by the number of years of service.
- 6 (4) Effective January 1, 1986, employees who are granted an accidental
7 disability pension as that term is defined in Section 201.24(5.3) of the
8 County General Ordinances will have their health insurance paid by
9 Milwaukee County regardless of length of service, except Milwaukee
10 County shall pay the full cost of the basic health plan or the full premium
11 of an HMO whichever is the least expensive for employees with less than
12 fifteen (15) years of service.
- 13 (5) For employees hired after November 12, 1987, overtime shall not be
14 included in the computation of Final Average Salary.
- 15 (6) Employees retiring on and after July 31, 1989 shall be entitled to pension
16 service credit for military service under Section 201.24 II (10) of the
17 Employees' Retirement System as amended by the County Board of
18 Supervisors through File No. 85-583(a), notwithstanding the effective date
19 indicated in the amendment.
- 20 (7) Deputy Sheriffs I, Deputy Sheriffs I (Bilingual)(Spanish), and Deputy
21 Sheriff Sergeant shall be eligible to retire without penalty: at age fifty
22 seven (57) regardless of their number of years of service, or at age fifty
23 five (55) with at least fifteen (15) years of creditable pension service.
- 24 (8) Employees who became Deputy Sheriffs I, Deputy Sheriffs I
25 (Bilingual)(Spanish), and Deputy Sheriff Sergeants prior to January 1,
26 1994 shall be eligible to retire without penalty when the total of their age
27 and years of creditable pension service equals or exceeds seventy five
28 (75).
- 29 (9) Employees who meet the minimum requirements for retirement and who
30 retire on and after January 1, 1994 shall receive additional pension service
31 credit for each hour of sick allowance balance they have at the time of

1 retirement. This additional pension service credit shall not be used to
2 meet the minimum retirement requirements nor shall this additional
3 pension service credit be used to compute the fifteen (15) years of
4 creditable pension service as provided for in 17.14(7)(h) C.G.O. This
5 section shall not apply to any employee selecting a deferred retirement.
6

7 **3.22 EMPLOYEE PARKING**

- 8 (1) The County will eliminate any charge for parking to employees using
9 county-owned or controlled parking lots except the Courthouse Annex and
10 the Safety Building Garage. The method of securing such lots against theft
11 and vandalism shall be determined by the Department of Public Works in
12 a manner consistent with location and type of facility.
- 13 (2) The foregoing paragraph shall not apply to any county-owned or
14 controlled lot available for use to the general public for which parking fees
15 have been established.
16

17 **3.23 CERTIFICATION**

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

22 **3.24 CHANGES IN CLASSIFICATION**

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

1 as any other information provided and submit a recommendation to the
2 Association.

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

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

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

25 (5) Monthly while a reclassification is pending, the Director of Human
26 Resources shall provide a report to the Personnel Committee, which lists
27 all position reclassifications, which the Director intends to approve, along
28 with a fiscal note for each. This report shall be distributed to all County
29 Supervisors and placed on the Personnel Committee agenda for
30 informational purposes. If a County Supervisor objects to the decision of
31 the Director of Human Resources within seven working days of receiving

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

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

15 **3.25 NOTICE OF ASSIGNMENT OR SHIFT CHANGE**

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

23 **3.26 CHANGE OF OFF DAYS**

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

28 **3.27 ASSIGNMENTS**

29 When a Deputy is assigned from one bureau/division to another, all shift
30 assignments shall be determined based on date of rank. This language shall not apply to
31 employees who rotate for the eleven (11) week period as part of their initial orientation.

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

3
4 **3.28 SHIFT SELECTION**

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

12
13 **3.29 DEFINITION OF A DAY**

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

20
21 **3.30 LAYOFF AND RECALL**

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

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

- 31 1. Employees on Emergency Appointment;

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

1 within two years of the date of such layoff shall be reinstated to the
2 same relative position and pay range within the department at the
3 same step in the pay range which he held at the time of layoff and
4 at a rate currently being paid to that classification at the time of
5 recall. Seniority shall be broken if an employee:

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

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

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

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

29 *Language from Case 265, No. 41540, A-5401 Decision of Dennis P. McGilligan, Arbitrator.
30
31

1 **3.31 LIABILITY INDEMNIFICATION**

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

18
19 **3.32 AUTOMOBILE ALLOWANCE**

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

1 **3.33 JURY DUTY**

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

19
20 **3.34 BULLETIN BOARDS**

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

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

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

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

10
11 **3.35 CHILD CARE VOUCHERS**

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

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

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

20
21 **PART 4**

22
23 **4.01 FAIR SHARE AGREEMENT**

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

- 1 (a) That as to persons in the employ of the employer as of the effective
2 date of this Agreement, such deduction shall be made and
3 forwarded to the treasurer of the certified bargaining representative
4 from the biweekly earnings of all bargaining unit employees;
- 5 (b) That such deduction shall be made and forwarded to the treasurer
6 of the certified bargaining representative from the biweekly
7 earnings of new bargaining unit employees in the third pay period
8 following the date of hire.
- 9 (c) In order to insure that any such deduction represents the
10 proportionate share of each employee in the bargaining unit of the
11 cost of collective bargaining and contract administration, it is
12 agreed as follows:
- 13 1. That prior to the implementation of the Agreement the
14 Milwaukee Deputy Sheriffs' Association shall submit to the
15 County a schedule of monthly dues uniformly levied.
- 16 2. Any increase in dues or fair share amounts to be deducted
17 shall be certified by the Association at least fifteen (15)
18 days before the start of the pay period the increased
19 deduction is to be effected.
- 20 3. The Association agrees that no funds collected from non-
21 members under this fair share agreement will be allocated
22 for, or devoted directly or indirectly to, the advancement of
23 the candidacy of any person for any political office.
- 24 (2) In the event during the continuance of its recognition, the Milwaukee
25 Deputy Sheriffs' Association, its officers, agents, or employees, or any of
26 its members, acting individually or in concert with one another, engage in
27 or encourage any Association-authorized strike or work stoppage against
28 the County, including any of its departments and/or agencies, dues
29 deductions and payments of fair share contributions made in accordance
30 with this Agreement, including deductions and payments made to the
31 Association on behalf of employees who have signed and have on file

1 current dues deduction (voluntary checkoff) cards, shall be terminated
2 forthwith by the County. Thereafter, for a period of one year, measured
3 from the date of the onset of such strike or work stoppage, no deductions
4 whatever shall be made from the earnings of any employee nor shall any
5 payment whatever be made to the treasurer of the Milwaukee Deputy
6 Sheriffs' Association on account of dues deduction (voluntary checkoff) or
7 fair share agreement contributions.

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

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

1 full, including any and all costs or interest which may be a part of such
2 order or judgment, for all sums for which the County has been determined
3 to be liable.

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

13
14 **4.02 DUES CHECKOFF**

- 15 (1) The County agrees to deduct from the paycheck of each employee who
16 has signed and filed a payroll deduction card with the Central Payroll
17 Division, Department of Administration, fifteen dollars (\$15.00) per
18 payroll period and to transmit the dues so collected to the treasurer of the
19 Association. Checkoff may be terminated by written notice from the
20 employee and shall take effect ninety (90) days after receipt of such
21 notice.
- 22 (2) The County agrees to provide the Association with a list of the names and
23 addresses of all active bargaining unit employees twice per year and a list
24 of names and addresses of all retired employees once per year.
- 25 (3) The Association agrees to pay to the County for such service a sum equal
26 to five dollars (\$5.00) per average member per year.

27
28 **4.03 ASSOCIATION OFFICE SPACE**

29 The County agrees to provide office space to the Association.
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4.04 AFFIRMATIVE ACTION STATEMENT

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

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

4.05 COLLATERAL AGREEMENTS

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

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

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

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

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

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

7
8 **PART 5**

9
10 **5.01 GRIEVANCE PROCEDURE**

- 11 (1) **APPLICATION:** The grievance procedure shall not be used to change
12 existing wage schedules, hours of work, working conditions, fringe
13 benefits, and position classifications established by ordinances and rules
14 which are matters processed under other existing procedures. Only
15 matters involving the interpretation, application or enforcement of rules,
16 regulations or the terms of this Agreement shall constitute a grievance.
- 17 (2) **REPRESENTATIVES:** An employee may be represented at any step in
18 the procedure by Association representatives (not to exceed two) of his/her
19 choice. However, representative status shall be limited at all steps of the
20 procedure to those persons officially identified as representatives of the
21 Association. The Association shall maintain on file with the County a
22 listing of such Association officials.
- 23 (3) **TIME OF HANDLING:** Whenever practical, grievances will be handled
24 during the regularly scheduled working hours of the parties involved. The
25 County agrees to provide at least twenty four (24) hour written notice of
26 the time and place of the hearing to the grievant and the Association.
- 27 (4) **TIME LIMITATIONS:** If it is impossible to comply with the time limits
28 specified in the procedure because of work schedules, illness, vacations,
29 etc., these limits may be extended by mutual consent in writing. If any
30 extension is not agreed upon by the parties within the time limits herein
31 provided or a reply to the grievance is not received within time limits

1 provided herein, the grievance may be appealed directly to the next step of
2 the procedure.

3 (5) SETTLEMENT OF GRIEVANCES: Any grievance shall be considered
4 settled at the completion of any step in the procedure if all parties
5 concerned are mutually satisfied. Dissatisfaction is implied in recourse
6 from one step to the next.

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

- 8 (a) Grievance Initiation Form;
- 9 (b) Grievance Disposition Form;

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

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

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

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

25 (7) STEPS IN THE PROCEDURE

26 (a) STEP 1

- 27 1. The employee alone or with his/her representative shall
28 explain the grievance verbally to the person designated to
29 respond to employee grievances in his/her department.

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

(b) STEP 2

1. If the grievance is not settled at the first step, the employee alone or with his/her representative shall prepare the grievance in writing on the Grievance Initiation Form and shall present such form to the person designated in Step 1 to initial as confirmation of his/her verbal response. The employee alone or with his/her representative shall fill out the Grievance Initiation Form pursuant to Section 5.01 (6)(c) 1,2,3,4,5,6,7, of this Agreement.
2. The employee or his/her representative after receiving confirmation shall forward the grievance to his/her appointing authority or the person designated by him/her to receive grievances within fifteen (15) working days of the verbal decision. Failure of the person designated or the appointing authority to provide confirmation shall not impede the timeliness of the appeal.
3. The person designated in Step 2, paragraph 2, will schedule a hearing with the person concerned and within fifteen (15) working days from date of service of the Grievance Initiation Form, the Hearing Officer shall inform the aggrieved employee, the Director of Labor Relations, and the Association in writing of his/her decision.

- 1 4. Those grievances, which would become moot if
2 unanswered before the expiration of the established time
3 limits will be answered as soon as possible after the
4 conclusion of the hearing.
- 5 5. The second step of the grievance procedure may be waived
6 by mutual consent of the Association and the Director of
7 Labor Relations. If the grievance is not resolved at Step 2
8 as provided, the Association shall appeal such grievance
9 within thirty (30) working days from the date of the second
10 step grievance disposition to Step 3.

11 (c) STEP 3

- 12 1. The Director of Labor Relations or his/her designee shall
13 attempt to resolve all grievances timely appealed to the
14 third step. The Director of Labor Relations or his/her
15 designee shall respond in writing to the Association within
16 thirty (30) working days from the date of receipt by the
17 Director of Labor Relations of the Step 2 appeal.
- 18 2. In the event the Director of Labor Relations or his/her
19 designee and the appropriate Association representative
20 mutually agree to a resolve of the dispute it shall be
21 reduced to writing and binding upon all parties and shall
22 serve as a bar to further appeal.
- 23 3. The Step 3 of the grievance procedure shall be limited to
24 the Director of Labor Relations or his/her designee and the
25 appropriate Association representative and one of his/her
26 designee, an Attorney for the Association and
27 representatives of the Sheriff designated to respond to
28 employee grievances. The number of representatives at
29 any Step 3 hearing may be modified by mutual consent of
30 the parties.

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

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

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

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

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

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

4 (13) A copy of all grievance dispositions shall be promptly forwarded to the
5 appropriate Association representative.
6

7 **5.02 SELECTION OF ARBITRATOR**

8 (1) **SELECTION OF ARBITRATOR**

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

14 (2) **HEARINGS**

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

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

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

9 (3) INTERPRETATION OF AGREEMENT

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

21 (4) ARBITRATOR'S AUTHORITY

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

27 (5) FINAL AND BINDING

28 The decision of the Arbitrator when filed with the parties shall be binding
29 on both parties.
30
31

1 **5.03 BARGAINING TIME**

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

8
9 **5.04 DISCIPLINARY SUSPENSIONS NOT APPEALABLE UNDER WISCONSIN**
10 **STATE STATUTE 63.10**

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

17
18 **5.05 REPRESENTATION AT DISCIPLINARY HEARINGS**

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

1 relevant to the issues and may recommend to the appointing
2 authority what he considers to be an appropriate disposition of the
3 matter.

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

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

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

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

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

1 shall not be diminished or abridged by any ordinance or provision of any
2 collective bargaining agreement.

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

7
8 **PART 6**

9
10 **6.01 ENTIRE AGREEMENT**

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

19
20 **6.02 SAVING CLAUSE**

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

1 Dated at Milwaukee, Wisconsin, _____
2 (Three copies of this instrument are being executed all with the same force and effect as though each were an original.)
3

4
5
6 ASSOCIATION

COUNTY OF MILWAUKEE,
a municipal body corporate

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11 Roy Felber, President

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16 Scott Walker, County Executive

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21 Robin Estrada, Vice President

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26 Mark Ryan, County Clerk

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30 Joseph Kuntner, Secretary

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35 Norbert Gedenyer, Treasurer

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IN PRESENCE OF:

IN PRESENCE OF:

Troy Hamblin, Director Labor Relations

(APPROVED
FOR
EXECUTION
Timothy R. Schreurs
CORPORATION COUNSEL

(Signature Page)