

**2015-2018  
AGREEMENT  
BETWEEN  
COUNTY OF MILWAUKEE  
AND THE  
MILWAUKEE DEPUTY SHERIFFS' ASSOCIATION**

**MILWAUKEE COUNTY  
DEPARTMENT OF HUMAN RESOURCES  
EMPLOYEE RELATIONS  
COURTHOUSE, ROOM 210  
901 NORTH 9TH STREET  
MILWAUKEE, WI 53233  
414-278-4852**

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**2015-2018**  
**AGREEMENT BETWEEN**  
**COUNTY OF MILWAUKEE**  
**AND**  
**MILWAUKEE DEPUTY SHERIFFS' ASSOCIATION**

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**PART 1**

**1.01 RECOGNITION**

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

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

**1.02 MANAGEMENT RIGHTS**

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

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

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

10

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

20

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

26

27 **1.03 RANDOM DRUG TESTING**

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

1 procedures for random and/or pre-promotional drug testing, the County procedures shall conform  
2 to such requirements.

3  
4  
5

**PART 2**

6 **2.01 DURATION OF AGREEMENT**

7 This Agreement is to take effect on January 1, 2015. Unless otherwise modified or extended by  
8 mutual agreement of the parties, this Agreement shall expire on December 31, 2018.

9

10 **PART 3**

11

12 **3.01 WAGES**

13 Effective Pay Period 1, 2015, the wages of bargaining unit employees shall be increased by two  
14 percent (2.0%).

15

16 Effective Pay Period 1, 2016, the wages of bargaining unit employees shall be increased by two  
17 percent (2.0%).

18

19 Effective Pay Period 1, 2017, the wages of bargaining unit employees shall be increased by one  
20 and three quarters percent (1.75%).

21

22 Effective Pay Period 1, 2018, the wages of bargaining unit employees shall be increased by one  
23 percent (1.0%) and effective Pay Period 14 the wages of bargaining unit employees shall be  
24 increased by one percent (1.0%).

25

26 All MDSA members employed during the years of 2015, 2016, or 2017 shall receive retroactive  
27 salary payments. This includes any employee who retired prior to the agreement being ratified  
28 and approved by the parties.

29

30 **3.02 OVERTIME**

31 (1) All time credited in excess of eight (8) hours per day or forty (40) hours per week



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

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

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

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

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

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

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

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

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

1                   only under the condition that the Sheriff’s Department is under contract to  
2                   be reimbursed for the non-tax levy overtime expense incurred for the  
3                   Special Event.

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

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

14  
15    **3.03 CALL IN PAY**

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

20  
21    **3.04 STANDBY PAY**

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

26  
27    **3.05 RETIREE HEALTH TRUST**

28           (1)    The County and the Association agree to create a 501(c)(9) Trust account which  
29                   shall be called the Milwaukee County Deputy Sheriff’s Retiree Health Trust,  
30                   hereinafter referred to as the “Trust”. The Trust shall be funded by the County as  
31                   prescribed in Section 3.05(2) and shall be administered by the Trustee(s) of the

1 Association. The guidelines for administering the Trust shall be as set forth in  
2 the Milwaukee County Deputy Sheriff's Retiree Health Trust and Plan  
3 documents which are incorporated herein as if fully set forth, the collective  
4 bargaining agreement and the Association By-Laws. The County shall be held  
5 harmless by the Trust for any claims or judgments made against the County by  
6 any active employee, terminated employee, or retiree for the actions or inactions  
7 of the Trustee(s) or for how the trust is administered.

8 (2) Retiree Insurance Benefit

- 9 (a) The Employer shall allow retired employees and/or the employees spouse  
10 to participate in the County's health insurance plans for retirees until the  
11 earliest of the following:
- 12 1. The retiree's death provided, however, the spouse and dependents,  
13 if any, may continue to participate in the County's health insurance  
14 plans.
  - 15 2. The retiree obtains other employment and obtains health insurance  
16 from the new employer.
- 17 (b) It is understood by the parties that the elimination as of December 31,  
18 2005 of the longevity provisions contained in Section 3.05 of the 2004  
19 Memorandum of Agreement was agreed to in return for the Employer's  
20 agreement to fund the Trust, effective January 1, 2006 as set forth in  
21 Section 3.05(2) paragraph (d).
- 22 (c) An active member of the bargaining unit who accepts a position within the  
23 Sheriff's Department but is no longer a member of the bargaining unit,  
24 may continue to be eligible to receive benefits under this section when  
25 such employee receives a retirement benefit from the Milwaukee County  
26 Retirement System, hereinafter referred to as the "Retirement System",  
27 provided such employee meets the other eligibility requirements for such  
28 payment, and provided that the employee contributes an amount to the  
29 fund on January 1st of each year after accepting such position equal to the  
30 amount that would be contributed to the fund on his/her behalf if they  
31 stayed in the bargaining unit.

1 Employees who accept a position with the Sheriff's Department but  
2 outside the bargaining unit who do not wish to continue their contributions  
3 to the fund, shall forfeit and waive the benefits provided for by the Trust  
4 and shall forfeit and waive any claim to any longevity and/or formula  
5 payment referred to in Section 3.05 (2).

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

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

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

1 (g) The administration of the Trust, which includes all decisions made by the  
2 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 to all employees in the bargaining unit as  
7 follows:

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

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

18 **3.07 EDUCATIONAL BONUS**

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

- 22 \$125.00 per year for 16 credits
- 23 \$175.00 per year for 28 credits
- 24 \$225.00 per year for 40 credits
- 25 \$275.00 per year for 52 credits
- 26 \$325.00 per year for 64 credits
- 27 \$500.00 for Associate Degree or 75 credits
- 28 \$750.00 for Bachelors Degree

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

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

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

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

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

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

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

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

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

26  
27 **3.08 HAZARDOUS DUTY ALLOWANCE**

28 In recognition of the fact that employees are required to exercise the authority of their office  
29 whether on or off duty, and the fact that in exercising such authority employees may be required  
30 to carry an authorized weapon whether on or off duty, each employee shall receive in addition to  
31 salary, by separate check, the sum of seven hundred fifty dollars (\$750.00) payable in a lump

1 sum the first payroll period in December. Deputies who are not employed for the entire year  
2 shall be paid on a prorated basis for the duration of their employment during the year.

3

4 **3.085 EXPOSURE TO INFECTIOUS DISEASES**

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

8

9 **3.09 TEMPORARY ASSIGNMENTS**

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

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

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

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

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

28 (3) The MDSA acknowledges that the Sheriff or his designee has the authority to  
29 determine which employees are designated as canine handlers as well as their  
30 shift assignments, within the parameters of Section 3.25 through 3.28. Care and  
31 custody of canines include, but is not limited to, training, administering drugs or



1 medicine for illness, bathing, brushing, exercising, providing water, feeding,  
2 grooming, cleaning of the canine’s kennel and transport vehicle, cleaning up the  
3 canine’s waste, transporting the canine to and from work, and other similar,  
4 regular activities performed by the employees for the assigned canines, at their  
5 homes, away from the worksite, on workdays and off days. The parties agree that  
6 the compensation for employees who have custody of and care for canines shall  
7 be as follows:

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

24  
25 **3.10 TRAVEL EXPENSES**

26 Employees required to travel outside Milwaukee County in the performance of duty shall be  
27 reimbursed for expenses incurred in accordance with the provisions of §56.05 C.G.O.  
28 On the first and last day of any travel authorized for members of the bargaining unit, the  
29 employee(s) shall present receipts reflecting the actual expenses, not exceeding the per diem rate.

30  
31 **3.11 EMPLOYEE HEALTH AND DENTAL BENEFITS**

- 1 (1) All employees shall be covered by the Milwaukee County Health Insurance Plan.
- 2 (2) Employees covered by the Milwaukee County Health Insurance Plan shall pay a  
3 monthly amount toward the monthly cost of health insurance as described below:
  - 4 (a) Freeze employee contribution at the 2014 level for 2015, 2016 and 2017.
  - 5 (b) Employees shall pay one hundred forty dollars (\$140.00) per month toward  
6 the monthly cost of an Employee Only plan effective January 1, 2018.
  - 7 (c) Employees shall pay one hundred sixty-six dollars (\$166.00) per month  
8 toward the monthly cost of an Employee + Child/Children plan effective  
9 January 1, 2018.
  - 10 (d) Employees shall pay two hundred thirty-three dollars and fifty cents  
11 (\$233.50) per month toward the monthly cost of an Employee +  
12 Spouse/Partner plan effective January 1, 2018.
  - 13 (e) Employees shall pay two hundred sixty dollars (\$260.00) per month toward  
14 the monthly cost of an Employee + Family plan effective January 1, 2018.
- 15 (3) In the event an employee who has exhausted accumulated sick leave is placed on  
16 leave of absence without pay status on account of illness, the County shall continue  
17 to pay the monthly cost or premium for the Health Plan chosen by the employee  
18 and in force at the time leave of absence without pay status is requested, if any, less  
19 the employee contribution during such leave for a period not to exceed one (1)  
20 year. The 1-year period of limitation shall begin to run on the first day of the  
21 month following that during which the leave of absence begins. An employee  
22 must return to work for a period of sixty (60) calendar days with no absences for  
23 illness related to the original illness in order for a new 1-year limitation period to  
24 commence.
- 25 (4) Coverage of enrolled employees shall be in accordance with the monthly  
26 enrollment cycle administered by the County.
- 27 (5) Eligible employees may continue to apply to change their health plan to one of the  
28 options available to employees on an annual basis. This open enrollment shall be  
29 held at a date to be determined by the County and announced at least forty-five  
30 (45) days in advance.

- 1           (6)     Upon the death of any retiree, only those survivors eligible for health insurance  
2                   benefits prior to such retiree’s death shall retain continued eligibility for the  
3                   Employee Health Insurance Program.
- 4           (7)     Employees hired prior to July 1, 1995, upon retirement shall be allowed to continue  
5                   in the County Group Health Benefit Program and the County shall pay the full  
6                   monthly cost of providing such coverage, in accordance with Chapter 17 of the  
7                   General Ordinances of the County of Milwaukee, § 17.14 and any other applicable  
8                   ordinance or section. To be eligible for this benefit, an employee must have fifteen  
9                   (15) years or more of creditable service as a County employee. Employees hired  
10                  on and after July 1, 1995 may upon retirement opt to continue their membership in  
11                  the County Group Health Benefit Program upon payment of the full monthly cost.
- 12          (8)     Each calendar year, the County shall pay a cash incentive of five hundred dollars  
13                   (\$500.00) per contract (single or family plan) to each eligible employee who elects  
14                   to dis-enroll or not to enroll in a Milwaukee County Health Plan. Any employee  
15                   who is hired on and after January 1, 1994 and who would be eligible to enroll in  
16                   health insurance under the present County guidelines who chooses not to enroll in a  
17                   Milwaukee County health plan also receive five hundred dollars (\$500.00). Proof  
18                   of coverage in a non-Milwaukee County group health insurance plan must be  
19                   provided in order to qualify for the five hundred dollars (\$500.00) payments. Such  
20                   proof shall consist of a current health enrollment card.
- 21           (a)     The five hundred dollars (\$500.00) shall be paid on an after tax basis.  
22                   When administratively possible, the County may convert the five hundred  
23                   dollars (\$500.00) payment to a pre-tax credit which the employee may use a  
24                   credit towards any employee benefit available within a flexible benefits  
25                   plan.
- 26           (b)     The five hundred dollars (\$500.00) payment shall be paid on an annual  
27                   basis by payroll check no later than April 1<sup>st</sup> of any given year to qualified  
28                   employees on the County payroll as of January 1<sup>st</sup>. An employee who loses  
29                   his/her non-Milwaukee County group health insurance coverage may elect  
30                   to re-join the Milwaukee County Conventional Health Plan. The employee  
31                   would not be able to re-join an HMO until the next open enrollment period.

1                   The five hundred dollars (\$500.00) payment must be repaid in full to the  
2                   County prior to coverage commencing. Should an employee re-join a  
3                   health plan he/she would not be eligible to opt out of the plan in a  
4                   subsequent calendar year.

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

7  
8           (10) The County shall provide dental coverage. All eligible bargaining unit employees  
9           enrolled in the Milwaukee County Dental Plan shall pay as described below:

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

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

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

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

17           (e)   Employees shall pay twenty dollars (\$20.00) per month toward the monthly  
18           cost of an Employee + Family plan effective January 1, 2018.

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

20

21   **3.12 LIFE INSURANCE**

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

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

28           (3)   In the event an employee has exhausted accumulated sick leave and is placed on  
29           leave-of-absence-without-pay status on account of illness, the County shall  
30           continue to pay the full cost of life insurance coverage for such employee during  
31           such leave for a period not to exceed one year. The one-year period of limitation

1 shall begin to run on the first day of the month following that during which the  
2 leave of absence begins.

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

6

7 **3.13 DEFERRED COMPENSATION**

8 Bargaining unit employees shall be permitted to participate in Milwaukee County’s Deferred  
9 Compensation Program. Milwaukee County reserves the unilateral right to select the Plan  
10 Administrator and/or change the Plan Administration.

11

12 **3.14 VACATION**

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

15 After 1 year 80 hours

16 After 5 years 120 hours

17 After 10 years 160 hours

18 After 15 years 200 hours

19 After 20 years 240 hours

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

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

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

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

10 For purposes of this section, shift shall mean:

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

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

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

14 (5) During the first year of employment, or in a return to service, an employee will be  
15 granted a proportional share of their hours of vacation entitlement based on the  
16 number of full calendar months remaining in the calendar year in which the  
17 employee was first hired or in which the employee was rehired, divided by twelve  
18 (12) and rounded up to the nearest whole hour, and shall be granted their full  
19 vacation entitlement on January 1 of the calendar year after being hired or rehired  
20 by the county.

21  
22 For purposes of this section, the term “bureau/division” shall mean those work  
23 units between which selections have been customarily approved as of January 1,  
24 1984.

25  
26 **3.15 PERSONAL HOURS – HOLIDAYS**

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

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

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

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

- (3) The following days of each year are holidays: January 1; the third Monday in January; the third Monday in February; the last Monday in May; July 4; November 11; the fourth Thursday in November; the fourth Friday in November, December 25; Labor Day; and the day of holding the general election in November in even-numbered years.
- (4) Departmental holidays will be celebrated on the holiday. The present system of accruing and exhausting holidays shall remain in effect. A holiday falling on a Saturday shall be observed on the preceding scheduled workday and a holiday falling on a Sunday shall be observed on the following scheduled workday. The appointing authority shall have the right to require a sufficient number of employees in each required classification to work on such holidays. Employees so assigned shall accrue an equivalent amount of compensatory time for liquidation during the following thirteen (13) pay periods.

### **3.16 SICK LEAVE**

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

4 (a) 3.7 hours per pay period.

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

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

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

21 (3) Notwithstanding any provision in this section to the contrary, an employee hired  
22 on or after the ratification of the 2013 agreement shall not accrue more than nine  
23 hundred sixty (960) hours of leave under this section. Such new employee whose  
24 accrual balance under this section reaches nine hundred sixty (960) hours shall  
25 have further accrual of leave suspended until such time that the employee's total  
26 accrual is less than nine hundred sixty (960) hours, due to the use of such leave  
27 under this section.

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

- 31 • First through third absence: Absences recorded by a supervisor.



- 1                   • Fourth absence: Noted on Employee Activity Documentation record.
- 2                   • Fifth and subsequent absence: Refer documentation to Office of
- 3                   Professional Standards for appropriate disposition. Based on the
- 4                   disposition, appropriate disciplinary action, if necessary, will be
- 5                   decided by the Sheriff and may require a doctor's excuse.

6

7                   Time approved under the Family and Medical Leave law or any excused absence

8                   will not be considered for disciplinary purposes, nor will time off be taken into

9                   account for job evaluation purposes or salary increment decisions.

10

11                  Employees shall be allowed to use three hours of excused time for scheduled

12                  doctor or dental appointments for members of the employee's immediate family

13                  as defined by Wis. Stats 103.10. Employees are to notify supervisor in advance

14                  of the date of the appointment. Appointments, when possible, are to be scheduled

15                  at the beginning or near the end of an employee's shift, so as to minimize

16                  disruption during the workday. A copy of the appointment notice is to be

17                  attached to the employee's time sheet.

18

19                  **3.17 INJURY PAY**

20                  (1)       When employees covered by this Agreement sustain injuries within the scope of

21                  their employment for which they are entitled to receive worker's compensation

22                  temporary disability benefits as provided by Chapter 102 of the Wisconsin

23                  Statutes (Worker's Compensation Act), they may receive eighty percent (80%) of

24                  their base salary as "injury pay" instead of such worker's compensation benefits

25                  for the period of time they may be temporarily totally or temporarily partially

26                  disabled because of such injuries. Such injury pay shall not be granted for more

27                  than three hundred sixty five (365) calendar days for any one compensable injury

28                  or recurrence thereof. The eighty percent (80%) provision shall cover employees

29                  receiving injury pay benefits regardless of the date on which the compensable

30                  injury or recurrence thereof occurred.

- 1           (2)     In providing injury pay in an amount equal to eighty percent (80%) of the  
2                     employee’s base salary, the employee agrees to allow the County to make a  
3                     payroll adjustment to his/her biweekly paycheck deducting an amount equal to  
4                     twenty percent (20%) of his/her base salary for that portion of the pay period  
5                     he/she received injury pay and make no subsequent claim for said amount  
6                     whatsoever. Such deduction shall be administered so as not to reduce employee  
7                     pension benefits. For purposes of interpretation of the provisions of this Article,  
8                     the term base salary as used herein shall mean the employee’s base salary pay rate  
9                     in effect during the pay period he/she is claiming injury pay as that base salary  
10                    rate is established in the BASE SALARY Article of this Agreement.
- 11           (3)     If the Internal Revenue Service (IRS) determines that the injury pay benefits  
12                     provided hereunder are taxable as wages, then beginning with the effective date of  
13                     such determination, the County will no longer require the twenty percent (20%)  
14                     employee deduction from injury pay benefits provided for in subsections 1. and 2.  
15                     of this Article, above.

16

17     **3.18 BEREAVEMENT LEAVE**

- 18           (1)     In accordance with the existing formula, which establishes the number of  
19                     bereavement days to which an employee is entitled, the following policies will be  
20                     formalized:
- 21                   (a)     Where one day is authorized, it must be taken on the day of the funeral.
- 22                   (b)     Where more than one excused day is allowed, such days must be  
23                     consecutive calendar days, one of which is the date of the funeral.
- 24                   (c)     Where travel time is allowed, one travel day must precede the funeral and  
25                     one travel day must follow the funeral day.
- 26                   (d)     Scheduled off days shall be considered as part of the total funeral leave  
27                     allowed when such off days fall within permissible bereavement leave  
28                     days when such days are considered consecutively. Scheduled vacation  
29                     days falling within the bereavement period may be rescheduled for  
30                     liquidation during the remainder of the year.

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

6   **3.19 EARNED RETIREMENT**

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

13   **3.20 CONTRIBUTION TO RETIREMENT SYSTEM**

- 14           (1)    For all employees who are members of the Employees’ Retirement System as of
- 15                    January 1, 1971, the County shall contribute a sum equal to eight percent (8%) of
- 16                    each employee’s earnings computed for pension purposes into such account on
- 17                    behalf of each such employee. All such sums contributed, in addition to the
- 18                    contributions previously made by the employee, shall be credited to the
- 19                    employee’s individual account and be subject to the provisions of the pension
- 20                    system as it relates to the payment of such sums to such employees upon
- 21                    separation from service. The provisions of this paragraph shall not apply to
- 22                    employees in the bargaining unit in the following classes who were not members
- 23                    of the Employees’ Retirement System on or before December 12, 1967, or whose
- 24                    date of hire is later than December 23, 1967:
- 25                    (a)    Emergency appointment, full time
- 26                    (b)    Emergency appointment, part time
- 27                    (c)    Regular appointment, seasonal
- 28                    (d)    Temporary appointment, seasonal
- 29                    (e)    Emergency appointment, seasonal
- 30           (2)    Mandatory employee contributions.

- 1           (a)     Each employee of the Employees' Retirement System, shall contribute to  
2                     the retirement system a percentage of the "Member's Compensation"  
3                     according to (b). "Member Compensation" shall include all salaries and  
4                     wages of the member, except for the following: overtime earned and paid;  
5                     any expiring time paid such as overtime, and holiday; and injury time  
6                     paid; and any supplemental time paid such as vacation or earned  
7                     retirement.
- 8           (b)     Contribution percentage: The percentage shall be as follows: Effective  
9                     the first day of the first pay period following ratification of the successor  
10                    agreement by the parties, one-half (1/2) of the Annual Required  
11                    Contribution (ARC) to the Employees' Retirement System as calculated  
12                    by the Retirement System actuary.
- 13         (3)     There shall be one (1) member of the Milwaukee Deputy Sheriffs' Association  
14                    who shall serve as an employee member of the Milwaukee County Employees  
15                    Retirement System Board in accordance with Chapter 201, Section 8.2 of the  
16                    MCGO.

17  
18     **3.21 RETIREMENT BENEFITS**

- 19           (1)     The retirement allowance for all employees retiring on and after January 1, 1976,  
20                    except as noted in (2) and (3) below, shall be computed at the rate of two and one  
21                    half percent (2.5%) for each year of service multiplied by the final average salary  
22                    of such employee as defined in Ch. 201, C.G.O., and in accordance with all of the  
23                    rules and regulations set forth therein.
- 24           (2)     Subject to paragraph (3) below, for employees hired on and after January 1, 1982,  
25                    the provisions of Ch. 201, C.G.O., Employee Retirement System, shall be  
26                    modified as follows:
  - 27                    (a)     Any employee whose last period of continuous membership began on or  
28                            after January 1, 1982, shall not be eligible for a deferred vested pension if  
29                            his employment is terminated prior to his completion of ten (10) years of  
30                            service.

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

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

5 (10) Employees who meet the minimum requirements for retirement and who retire on  
6 and after January 1, 1994 shall receive additional pension service credit for each  
7 hour of sick allowance balance they have at the time of retirement. This  
8 additional pension service credit shall not be used to meet the minimum  
9 retirement requirements nor shall this additional pension service credit be used to  
10 compute the fifteen (15) years of creditable pension service as provided for in  
11 17.14(7)(h) C.G.O. This section shall not apply to any employee selecting a  
12 deferred retirement.  
13

14 **3.22 EMPLOYEE PARKING**

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

20 (2) The foregoing paragraph shall not apply to any county-owned or controlled lot  
21 available for use to the general public for which parking fees have been  
22 established.  
23

24 **3.23 CERTIFICATION**

25 Employees certified and offered a regular appointment to positions from established eligible lists  
26 shall either accept the position or have their name removed from such list of eligibles.  
27

28 **3.24 CHANGES IN CLASSIFICATION**

29 (1) When, in the judgment of the Association, a position or group of positions in the  
30 bargaining unit are improperly classified because of changes in the duties or  
31 responsibilities, the Association shall submit its recommendations for

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

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

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

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

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

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

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

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

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

24 **3.26 CHANGE OF OFF DAYS**

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

29 **3.27 ASSIGNMENTS**

30 When a Deputy is assigned from one bureau/division to another, all shift assignments shall be  
31 determined based on date of rank. This language shall not apply to employees who rotate for the



1 eleven (11) week period as part of their initial orientation. For purposes of this section, the term  
2 “bureau/division” shall mean those work units between which assignments have been  
3 customarily approved as of January 1, 1984.

4  
5 **3.28 SHIFT SELECTION**

6 Requests for assignment to a shift within a division shall be filed with the division head.  
7 Thereafter, as vacancies occur, they shall be filled by the employee in the division with the  
8 greatest seniority within classification having a request on file on the date that the vacancy  
9 occurred, provided he is qualified to perform all the duties and responsibilities of his assignment  
10 on that shift. If the most senior employee requesting such shift change is denied the request, the  
11 reason for denial shall be made known to the 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 employee’s normal  
15 starting time. This provision shall not be applicable when an employee is assigned from one  
16 shift to another, pursuant to Section 3.25. The Association agrees that normal daily starting  
17 times that vary within an established shift shall not incur a liability for overtime. The  
18 Association further agrees that this Section shall have no application to the Drug Enforcement  
19 Unit.

20  
21 **3.30 LAYOFF AND RECALL**

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

- 30 (a) The order of layoff shall be as follows:  
31 1. Employees on Emergency Appointment;



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

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

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

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

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

26  
27 **3.31 LIABILITY INDEMNIFICATION**

28 Every employee covered by this Agreement shall be saved harmless from any and all liability,  
29 which may arise against him or her during the good faith performance of such employee's duties  
30 for false arrests, erroneous service of civil process, false imprisonment and other hazards that law  
31 enforcement officers are traditionally confronted with. In the event that any employee is

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

12

13 **3.32 AUTOMOBILE ALLOWANCE**

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

23

24 **3.33 JURY DUTY**

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

1 that the employee reports for jury duty, it is not necessary that he punch in and out  
2 at his regular place of work.

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

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

11  
12 **3.34 BULLETIN BOARDS**

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

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

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

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

30  
31 **3.35 CHILD CARE VOUCHERS**

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

5 **3.36 SHERIFF'S DEPARTMENT GYMNASIUM**

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

9 **3.37 DIRECT PAYROLL DEPOSIT**

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

13 **PART 4**  
14

15 **4.01 FAIR SHARE AGREEMENT**

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

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

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

- 1 (c) In order to insure that any such deduction represents the proportionate  
2 share of each employee in the bargaining unit of the cost of collective  
3 bargaining and contract administration, it is agreed as follows:
- 4 1. That prior to the implementation of the Agreement the Milwaukee  
5 Deputy Sheriffs' Association shall submit to the County a schedule  
6 of monthly dues uniformly levied.
  - 7 2. Any increase in dues or fair share amounts to be deducted shall be  
8 certified by the Association at least fifteen (15) days before the  
9 start of the pay period the increased deduction is to be effected.
  - 10 3. The Association agrees that no funds collected from non-members  
11 under this fair share agreement will be allocated for, or devoted  
12 directly or indirectly to, the advancement of the candidacy of any  
13 person for any political office.

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

28 (3) In the case of an unauthorized strike, work stoppage, slow down, or other  
29 interference with any phase of the County's operation by Association members,  
30 the County will notify the Association officials in writing of such occurrence.  
31 The Association shall, as promptly as possible, denounce the strike, work

1 stoppage, slowdown or other interference with any phase of the County's  
2 operation and order its members to return to work. Good faith compliance with  
3 these requirements will stay the effect of par. (2). Failure on the part of the  
4 Association to immediately denounce the strike, work stoppage, slowdown or  
5 other interference with County operations, and/or to order its members back to  
6 work, shall constitute an admission on the Association's part that such strike,  
7 work stoppage, slowdown or other interference with County operations is  
8 authorized.

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

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

30  
31 **4.02 DUES CHECKOFF**



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

14  
15     **4.03 ASSOCIATION OFFICE SPACE**

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

18  
19     **4.04 AFFIRMATIVE ACTION STATEMENT**

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

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

1 the rights and opportunities of the Association regarding affirmative action shall be modified  
2 accordingly.

3

4 **4.05 COLLATERAL AGREEMENTS**

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

7

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

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

16

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

19

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

22

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

25

26 **PART 5**

27

28 **5.01 GRIEVANCE PROCEDURE**

29 (1) **APPLICATION:** The grievance procedure shall not be used to change existing  
30 wage schedules, hours of work, working conditions, fringe benefits, and position  
31 classifications established by ordinances and rules which are matters processed

1 under other existing procedures. Any disputes that arise between the Association  
2 and the County including employee grievances shall be resolved under this  
3 section. Only matters involving the interpretation, application or enforcement of  
4 rules, regulations or the terms of this Agreement shall constitute a grievance.

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

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

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

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

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

26 (a) Grievance Initiation Form;

27 (b) Grievance Disposition Form;

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

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

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

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

1 employee fails to make the corrections within 15 days of such  
2 return, the grievance shall be barred.

3 7. The procedure outlined in 5.01(6)(c) 1,2,3,4,5 and 6 is to clarify  
4 the procedure to be followed. These procedures are to assist the  
5 employee, the Association and management in the resolution of  
6 grievances at their lowest level of the grievance procedure.

7  
8 (7) STEPS IN THE PROCEDURE

9 (a) STEP 1

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

21 (b) STEP 2

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

1 within fifteen (15) working days of the verbal decision. Failure of  
2 the person designated or the appointing authority to provide  
3 confirmation shall not impede the timeliness of the appeal.

4 3. The person designated in Step 2, paragraph 2, will schedule a  
5 hearing with the person concerned and within fifteen (15) working  
6 days from date of service of the Grievance Initiation Form, the  
7 Hearing Officer shall inform the aggrieved employee, the Director  
8 of Labor Relations, and the Association in writing of his/her  
9 decision.

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

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

19 (c) STEP 3

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

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

30 3. The Step 3 of the grievance procedure shall be limited to the  
31 Director of Labor Relations or his/her designee and the appropriate

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

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

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

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

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

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

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

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

10 **5.02 SELECTION OF ARBITRATOR**

11 (1) **SELECTION OF ARBITRATOR**

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

16 (2) **HEARINGS**

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



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

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

9 (3) INTERPRETATION OF AGREEMENT

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

20 (4) ARBITRATOR’S AUTHORITY

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

25 (5) FINAL AND BINDING

26 The decision of the Arbitrator when filed with the parties shall be binding on both  
27 parties.

28  
29 **5.03 BARGAINING TIME**

30 Employees serving as members of the Association’s bargaining committee shall be paid their  
31 normal base rate for all hours spent in contract negotiations carried on during their regular

1 workday. Effort shall be made to conduct negotiations during non-working hours to the extent  
2 possible, and in no case shall such meetings be unnecessarily protracted. Employees released  
3 from duty for negotiations shall be allowed reasonable travel time between their work site and  
4 meeting locations.

5

6 **5.04 DISCIPLINARY SUSPENSIONS NOT APPEALABLE UNDER WISCONSIN**  
7 **STATE STATUTE 63.10**

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

14

15 **5.05 REPRESENTATION AT DISCIPLINARY HEARINGS**

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

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

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

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

30 (c) It shall be the obligation of the employee to make arrangements to have  
31 his Association representative present at the time the meeting is set by the

1                   appointing authority or his designee. Written notice of the meeting shall  
2                   be provided to the employee not less than 48 hours prior to such meeting.  
3                   The inability of the employee to secure the services of any Association  
4                   representative shall not be justification for adjourning such hearings  
5                   beyond the date and time originally set by the appointing authority.  
6                   (d)       Nothing contained herein shall in any way limit the authority of the  
7                   employer to impose summary discipline where the circumstances warrant  
8                   such action.

9  
10 **5.06 INTERVIEWS RELATED TO EMPLOYEE DISCIPLINE**

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

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

30  
31 **5.07 PAID RELEASE TIME**

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

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

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

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

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

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

21 (b) The person holding the Office of President of the MDSA will be entitled  
22 to an assignment selected by the Sheriff, on first shift, regardless of his  
23 seniority;

24 (c) The release time will be for the purpose of conducting non-political union  
25 business including, but not limited to, representing MDSA members in  
26 disciplinary matters; attending public meetings that directly relate to  
27 collective bargaining; and general contract administration;

28 (d) The release time will occur at the end of the regularly scheduled shift and  
29 will not be unreasonably denied;

30 (e) In the event the President is required to continue working beyond the  
31 regular departure time for more than thirty (30) minutes he will be given

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

14  
15 **PART 6**

16  
17 **6.01 ENTIRE AGREEMENT**

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

25  
26 **6.02 SAVING CLAUSE**

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

**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day, month and year first above written.

Milwaukee Deputy Sheriffs' Association

DocuSigned by:  
*Fredrick Gladney*  
By: \_\_\_\_\_ Date: 8/23/2018  
6EA4A29FD5F5485...  
Fredrick Gladney  
MDSA President

Department of Human Resources

DocuSigned by:  
*Kerry Mitchell*  
By: \_\_\_\_\_ Date: 7/25/2018  
7134E8F0D65644B...  
Kerry Mitchell  
Chief Human Resources Officer

*Approved for execution:*

DocuSigned by:  
*Paul D. Kuglitsch*  
By: \_\_\_\_\_ Date: 8/3/2018  
57104007A18A423...  
Paul D. Kuglitsch  
Corporation Counsel

*Approved as to funds available per  
Wisconsin Statutes Section 59.255(2)(e):*

DocuSigned by:  
*Scott Manske*  
By: \_\_\_\_\_ Date: 8/6/2018  
F2FF9C00D50848B...  
Scott Manske - Comptroller  
Comptroller

*Approved:*

DocuSigned by:  
*Chris Abele*  
By: \_\_\_\_\_ Date: 8/13/2018  
831C9742338E428...  
Chris Abele, County Executive  
County Executive

*Approved as compliant under sec. 59.42(2)(b)5, Stats.:*

DocuSigned by:  
*Paul D. Kuglitsch*  
By: \_\_\_\_\_ Date: 8/20/2018  
57104007A18A423...  
Paul D. Kuglitsch  
Corporation Counsel