

EXECUTED

**2007-2008
AGREEMENT
BETWEEN
COUNTY OF MILWAUKEE
AND
MILWAUKEE DEPUTY SHERIFFS' ASSOCIATION**

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

2007 - 2008
DEPUTY SHERIFFS' ASSOCIATION

TABLE OF CONTENTS

<u>SECTION</u>		<u>PAGE</u>
PART 1		
1.01	Recognition.....	1
1.02	Management Rights	1
1.03	Random Drug Testing	2
PART 2		
2.01	Duration of Agreement	3
PART 3		
3.01	Wages	3
3.02	Overtime	4
3.03	Call In Pay	6
3.04	Standby Pay	6
3.05	Retiree Health Trust.....	6
3.06	Uniform Allowance	10
3.07	Educational Bonus	10
3.08	Hazardous Duty Allowance	11
3.085	Exposure To Infectious Diseases	12
3.09	Temporary Assignment	12
3.10	Travel Expenses	13
3.11	Employee Health & Dental Benefits	13
3.12	Life Insurance	22
3.13	Deferred Compensation	22
3.14	Vacation	22
3.15	Personal Hours - Holidays	24
3.16	Sick Leave	25
3.17	Injury Pay	26
3.18	Bereavement Leave	27
3.19	Earned Retirement	28
3.20	Contribution to Retirement System	29
3.21	Retirement Benefits	29
3.22	Employee Parking	31

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
3.23	Certification 31
3.24	Changes in Classification 31
3.25	Notice of Assignment or Shift Change 33
3.26	Change of Off Days 33
3.27	Assignments..... 34
3.28	Shift Selection 34
3.29	Definition of a Day 34
3.30	Layoff and Recall 34
3.31	Liability Indemnification 37
3.32	Automobile Allowance 37
3.33	Jury Duty 38
3.34	Bulletin Boards 38
3.35	Child Care Vouchers 39
3.36	Sheriff's Dept. Gymnasium 39

PART 4

4.01	Fair Share Agreement 39
4.02	Dues Checkoff 42
4.03	Association Office Space 43
4.04	Affirmative Action Statement 43
4.05	Collateral Agreements 43

PART 5

5.01	Grievance Procedure 44
5.02	Selection of Arbitrator 50
5.03	Bargaining Time 52
5.04	Disciplinary Suspensions Not Appealable Under S.63.10, Stats 52
5.05	Representation at Disciplinary Hearings 52
5.06	Interviews Related to Employee Discipline 53

PART 6

6.01	Entire Agreement 54
6.02	Saving Clause 54

1
2
3
4
5
6
7
8
9
10
11
12
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14
15
16
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2007-2008
AGREEMENT BETWEEN
COUNTY OF MILWAUKEE
AND
MILWAUKEE DEPUTY SHERIFFS' ASSOCIATION

PART 1

1.01 RECOGNITION

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

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

1.02 MANAGEMENT RIGHTS

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

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

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

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

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

1.03 RANDOM DRUG TESTING

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

1 **PART 2**

2
3 **2.01 DURATION OF AGREEMENT**

4 The provisions of this Agreement shall become effective January 1, 2007 and shall expire
5 December 31, 2008. The initial bargaining proposals for a successor agreement of each party
6 shall be exchanged on October 15, 2008 and negotiations shall conclude December 31, 2008.
7 This timetable is subject to adjustment by mutual agreement of the parties consistent with the
8 progress of negotiations.

9
10 **PART 3**

11
12 **3.01 WAGES**

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

24
25 DEPUTY SHERIFF II * (Listed by bureau assignment)

26 Nilsen, Jon Fischer, Darrell

27 Wolf, Steven Burch, Kristina

28 Kostopulos, Mariellen Patane, Cheryl

29 Mohr, Kenneth Anderson, Brian

30 *Subject to adjustment for oversight of incumbent in such assignment.

- 1 (4) Effective January 1, 2007, wages of bargaining unit employees shall be
2 increased by one and one-half percent (1.5%).
- 3 (5) Effective July 1, 2007, wages of bargaining unit employees shall be
4 increased by one and one-half percent (1.5%).
- 5 (6) Effective January 1, 2008, wages of bargaining unit employees shall be
6 increased by one and one-half percent (1.5%).
- 7 (7) Effective July 1, 2008, wages of bargaining unit employees shall be
8 increased by one and one-half percent (1.5%).
9

10 **3.02 OVERTIME**

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

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

1 **3.03 CALL IN PAY**

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

7
8 **3.04 STANDBY PAY**

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

13
14 **3.05 RETIREE HEALTH TRUST**

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

27
28 (2) Retiree Insurance Benefit

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

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

4 2. The retiree obtains other employment and obtains health
5 insurance from the new employer.

6 (b) It is understood by the parties that the elimination as of December
7 31, 2005 of the longevity provisions contained in Section 3.05 of
8 the 2004 Memorandum of Agreement was agreed to in return for
9 the Employer's agreement to fund the Trust, effective January 1,
10 2006 as set forth in Section 3.05(2) paragraph (d).

11 (c) An active member of the bargaining unit who accepts a position
12 within the Sheriff's Department but is no longer a member of the
13 bargaining unit, may continue to be eligible to receive benefits
14 under this section when such employee receives a retirement
15 benefit from the Milwaukee County Retirement System,
16 hereinafter referred to as the "Retirement System", provided such
17 employee meets the other eligibility requirements for such
18 payment, and provided that the employee contributes an amount to
19 the fund on January 1st of each year after accepting such position
20 equal to the amount that would be contributed to the fund on
21 his/her behalf if they stayed in the bargaining unit.

22 Employees who accept a position with the Sheriff's Department
23 but outside the bargaining unit who do not wish to continue their
24 contributions to the fund, shall forfeit and waive the benefits
25 provided for by the Trust and shall forfeit and waive any claim to
26 any longevity and/or formula payment referred to in Section 3.05
27 (2).

28 (d) Following the thirteenth pay period and based on the number of
29 active employees in the thirteenth pay period, the County shall
30 submit to the Trust in one check an amount of money which equals

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

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

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

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

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

28 5) All active employees with six (6) but less than ten (10)
29 years' of service in the Sheriff's Department shall generate
30 seventy-five dollars (\$75.00) towards the total amount of

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

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

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

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

21 (e) Employees participating in the Trust hired prior to July 1, 1995
22 shall have their health insurance premiums paid pursuant to
23 Section 3.11(10). Effective January 1, 2006, Section 3.11(10) will
24 be renumbered to Section 3.11(12).

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

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

1
2 **3.06 UNIFORM ALLOWANCE**

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

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

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

16 **3.07 EDUCATIONAL BONUS**

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

20 \$125.00 per year for 16 credits

21 \$175.00 per year for 28 credits

22 \$225.00 per year for 40 credits

23 \$275.00 per year for 52 credits

24 \$325.00 per year for 64 credits

25 \$500.00 for Associate Degree or 75 credits

26 \$750.00 for Bachelors Degree

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

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

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

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

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

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

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

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

25 **3.08 HAZARDOUS DUTY ALLOWANCE**

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

Deputies who are not employed for the entire year shall be paid on a prorated basis for the duration of their employment during the year.

3.085 EXPOSURE TO INFECTIOUS DISEASES

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

3.09 TEMPORARY ASSIGNMENTS

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

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

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

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

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

1 **3.10 TRAVEL EXPENSES**

2 Employees required to travel outside Milwaukee County in the performance of
3 duty shall be reimbursed for expenses incurred in accordance with the provisions of
4 §56.05 C.G.O.

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

8
9 **3.11 EMPLOYEE HEALTH AND DENTAL BENEFITS**

10 (1) Health and Dental Benefits shall be provided for in accordance with the
11 terms and conditions of the current Plan Document and the Group
12 Administrative Agreement for the Milwaukee County Health Insurance
13 Plan or under the terms and conditions of the insurance contracts of those
14 Managed Care Organizations (Health Maintenance Organizations or HMO)
15 approved by the County.

16 (2) Eligible employees may choose health benefits for themselves and their
17 dependents under a Preferred Provider Organization (County Health Plan or
18 PPO) or HMO approved by the County.

19 (3) All eligible employees enrolled in the PPO or HMO shall pay a monthly
20 amount toward the monthly cost of health insurance as described below:

21 (a) Effective July of 2006 employees enrolled in the PPO shall pay
22 seventy-five dollars (\$75.00) per month toward the monthly cost of
23 a single plan and one hundred fifty dollars (\$150.00) per month
24 toward the monthly cost of a family plan.

25 (b) Effective July of 2006 employees enrolled in the HMO shall pay
26 seventy-five dollars (\$75.00) per month toward the monthly cost of
27 a single plan and one hundred fifty dollars (\$150.00) per month
28 toward the monthly cost of a family plan.

29 (c) All employees enrolled in the Wheaton Franciscan Direct (HMO)
30 shall pay health insurance premiums of \$35.00 per month for single

1 plan coverage and \$70.00 per month for family plan coverage
2 effective July 1, 2008.

3 (d) All employees enrolled in the Patient Choice HMO shall pay health
4 insurance premiums of \$50.00 per month for single plan coverage
5 and \$100.00 per month for family plan coverage effective July 1,
6 2008.

7 (e) All employees enrolled in the Patient Choice PPO shall pay health
8 insurance premiums of \$75.00 per month for single plan coverage
9 and \$150.00 per month for family plan coverage effective July 1,
10 2008.

11 (f) Each eligible employee enrolled in the WPS Statewide/National
12 PPO shall pay health insurance premiums of \$100.00 per month for
13 single plan coverage and \$200.00 per month for family plan
14 coverage effective July 1, 2008.

15 (g) Employees will be given an open enrollment period following the
16 date of the arbitration award. The Association agrees to waive the
17 45 (forty-five) day notice requirement in section 3.11(7).

18 (h) The appropriate payment shall be made through payroll deductions.
19 When there are not enough net earnings to cover such a required
20 contribution, and the employee remains eligible to participate in a
21 health care plan, the employee must make the payment due within
22 ten working days of the pay date such a contribution would have
23 been deducted. Failure to make such a payment will cause the
24 insurance coverage to be canceled effective the first of the month
25 for which the premium has not been paid.

26 (i) The County shall deduct employees' contributions to health
27 insurance on a pre-tax basis pursuant to a Section 125 Plan. Other
28 benefits may be included in the Section 125 Plan as mutually agreed
29 upon by the County and the Association. Such agreement would be
30 by collateral agreement to this contract.

1 (j) The County shall establish and administer Flexible Spending
2 Accounts (FSA's) for those employees who desire to pre-fund their
3 health insurance costs as governed by IRS regulations. The County
4 retains the right to select a third party administrator.

5 (4) In the event an employee who has exhausted accumulated sick leave is
6 placed on leave of absence without pay status on account of illness, the
7 County shall continue to pay the monthly cost or premium for the Health
8 Plan chosen by the employee and in force at the time leave of absence
9 without pay status is requested, if any, less the employee contribution
10 during such leave for a period not to exceed one (1) year. The 1-year
11 period of limitation shall begin to run on the first day of the month
12 following that during which the leave of absence begins. An employee
13 must return to work for a period of sixty (60) calendar days with no
14 absences for illness related to the original illness in order for a new 1-year
15 limitation period to commence.

16 (5) Where both husband and wife are employed by the County, either the
17 husband or the wife shall be entitled to one family plan. Further, if the
18 husband elects to be the named insured, the wife shall be a dependent under
19 the husband's plan, or if the wife elects to be the named insured, the
20 husband shall be a dependent under the wife's plan. Should neither party
21 make an election the County reserves the right to enroll the less senior
22 employee in the plan of the more senior employee. Should one spouse
23 retire with health insurance coverage at no cost to the retiree, the employed
24 spouse shall continue as a dependent on the retiree's policy, which shall be
25 the dominant policy.

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

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

- 1 (8) The County shall have the right to require employees to sign an
2 authorization enabling non-County employees to audit medical and dental
3 records. Information obtained as a result of such audits shall not be
4 released to the County with employee names unless necessary for billing,
5 collection, or payment of claims.
- 6 (9) The County reserves the right to terminate its contracts with its health plans
7 and enter into a contract with any other administrator. The County may
8 terminate its contract with its current health plan administrator and enter
9 into a replacement contract with any other qualified administrator or
10 establish a self-administered plan provided:
- 11 (a) That the cost of any replacement program shall be no greater to
12 individual group members than provided in par. (3) above
13 immediately prior to making any change.
- 14 (b) That the coverages and benefits of such replacement program shall
15 remain the same as the written Plan Document currently in effect for
16 employees and retirees.
- 17 (c) Prior to a substitution of a Third Party Administrator (TPA)
18 or implementing a self-administered plan, the County agrees to
19 provide the Association with a full 60 days to review any new plan
20 and/or TPA.
- 21 (10) The County reserves the right to establish a network of Preferred Providers.
22 The network shall consist of hospitals, physicians, and other health care
23 providers selected by the County. The County reserves the right to add,
24 modify or delete any and all providers under the Preferred Provider
25 Network.
- 26 (11) Upon the death of any retiree, only those survivors eligible for health
27 insurance benefits prior to such retiree's death shall retain continued
28 eligibility for the Employee Health Insurance Program.
- 29 (12) Employees hired prior to July 1, 1995, upon retirement shall be allowed to
30 continue in the County Group Health Benefit Program and the County shall
31 pay the full monthly cost of providing such coverage, in accordance with

Chapter 17 of the General Ordinances of the County of Milwaukee, §17.14 and any other applicable ordinance or section. To be eligible for this benefit, an employee must have fifteen (15) years or more of creditable service as a County employee. Employees hired on and after July 1, 1995 may upon retirement opt to continue their membership in the County Group Health Benefit Program upon payment of the full monthly cost.

(13) All eligible employees enrolled in the PPO shall have a deductible equal to the following:

- (a) The in-network deductible shall be one hundred fifty dollars (\$150.00) per insured, per calendar year; four hundred fifty dollars (\$450.00) per family, per calendar year.
- (b) The out-of-network deductible shall be four hundred dollars (\$400.00) per insured, per calendar year; one thousand two hundred dollars (\$1,200.00) per family, per calendar year.

(14) All eligible employees and/or their dependents enrolled in the PPO shall be subject to a twenty dollar (\$20.00) in-network office visit co-payment or a forty dollar (\$40.00) out-of-network office visit co-payment for all illness or injury related office visits. The office visit co-payment shall not apply to in-network preventative care, which includes prenatal, baby-wellness, and physicals, as determined by the plan.

(15) All eligible employees and/or their dependents enrolled in the PPO shall be subject to a co-insurance co-payment after application of the deductible and/or office visit co-payment.

- (a) The in-network co-insurance co-payment shall be equal to ten percent (10.00%) of all charges subject to the applicable out-of-pocket maximum,
- (b) The out-of-network co-insurance co-payment shall be equal to twenty percent (20.00%) of all charges subject to the applicable out-of-pocket maximum,

- 1 (16) All eligible employees enrolled in the PPO shall be subject to the following
2 out-of-pocket expenses including any applicable deductible and percent co-
3 payments to a calendar year maximum of
4 (a) one thousand five hundred dollars (\$1,500.00) in-network under a
5 single plan.
6 (b) two thousand five hundred dollars (\$2,500.00) out-of-network under
7 a single plan.
8 (c) three thousand dollars (\$3,000.00) in-network under a family plan.
9 (d) five thousand dollars (\$5,000.00) out-of-network under a family
10 plan.
11 (e) Office visit co-payments are not limited and do not count toward the
12 calendar year out-of-pocket maximum(s).
13 (f) Charges that are over usual and customary do not count toward the
14 calendar year out-of-pocket maximum(s).
15 (g) Prescription drug co-payments do not count toward the calendar
16 year out-of-pocket maximum(s).
17 (h) Other medical benefits not described in 16 (e), (f), and (g) shall be
18 paid by the County at one hundred percent (100.0)% after the
19 calendar year out-of-pocket maximum(s) has been satisfied.
- 20 (17) All eligible employees and/or their dependents enrolled in the PPO shall
21 pay a fifty dollar (\$50.00) emergency room co-payment in-network or out-
22 of-network. The co-payment shall be waived if the employee and/or their
23 dependents are admitted directly to the hospital from the emergency room.
24 In-network and out-of-network deductibles and co-insurance percentages
25 apply.
- 26 (18) All eligible employees enrolled in the PPO or HMO shall pay the following
27 for a thirty (30) day prescription drug supply at a participating pharmacy:
28 (a) Five dollar (\$5.00) co-payment for all generic drugs.
29 (b) Twenty dollar (\$20.00) co-payment for all brand name drugs on the
30 formulary list.

- 1 (c) Forty dollar (\$40.00) co-payment for all non-formulary brand name
2 drugs.
- 3 (d) Non-legend drugs may be covered at the five dollar (\$5.00) generic
4 co-payment level at the discretion of the plan.
- 5 (e) The plan shall determine all management protocols.
- 6 (19) All eligible employees and/or their dependents enrolled in the HMO shall
7 be subject to a ten dollar (\$10.00) office visit co-payment for all illness or
8 injury related office visits. The office visit co-payment shall not apply to
9 preventative care, which includes prenatal, baby-wellness, and physicals, as
10 determined by the plan.
- 11 (20) All eligible employees and/or their dependents enrolled in the HMO shall
12 pay a one hundred dollar (\$100.00) co-payment for each in-patient
13 hospitalization. There is a maximum of five (5) co-payments per person,
14 per calendar year.
- 15 (21) All eligible employees and/or their dependents enrolled in the HMO shall
16 pay fifty percent (50.0%) co-insurance on all durable medical equipment to
17 a maximum of fifty dollars (\$50.00) per appliance or piece of equipment.
- 18 (22) All eligible employees and/or their dependents enrolled in the HMO shall
19 pay a fifty dollar (\$50.00) emergency room co-payment (facility only). The
20 co-payment shall be waived if the employee and/or their dependents are
21 admitted to the hospital directly from the emergency room.
- 22 (23) All eligible employees and/or their dependents Benefits for the in-patient
23 and out-patient treatment of mental and nervous disorders, alcohol and
24 other drug abuse (AODA) are as follows:
- 25 (a) If the employee and the dependent use an in-patient PPO facility,
26 benefits are payable at eighty percent (80.0)% of the contracted rate
27 for thirty (30) days as long as the PPO approves both the medical
28 necessity and appropriateness of such hospitalization.
- 29 (b) If the employee and the dependent use a non-PPO facility, benefits
30 are payable at fifty percent (50.0%) of the contracted rate for a
31 maximum of thirty (30) days. The hospitalization is still subject to

1 utilization review for medical necessity and medical
2 appropriateness.

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

12 (d) The first fifteen (15) visits of out-patient treatment authorized by the
13 PPO but not provided by a PPO provider shall be paid at fifty
14 percent (50.0%) of the contracted rate for all medically necessary
15 and appropriate treatment as determined by the PPO. When
16 authorized by the PPO, up to thirty (30) days per calendar year, per
17 insured, of day treatment or partial hospitalization shall be paid at
18 fifty percent (50.0%) of the contracted rate for all authorized stays
19 at non-PPO facilities.

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

30 (a) The five hundred dollars (\$500.00) shall be paid on an after tax
31 basis. When administratively possible, the County may convert the

1 five hundred dollars (\$500.00) payment to a pre-tax credit which the
2 employee may use as a credit towards any employee benefit
3 available within a flexible benefits plan.

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

15 (25) The County shall implement a disease management program. Such program
16 shall be designed to enhance the medical outcome of a chronic illness
17 through education, treatment, and appropriate care. Participation in the
18 program by the patient shall be strictly voluntary, and the patient can
19 determine their individual level of involvement. Chronic illness shall be
20 managed through a variety of interventions, including but not limited to
21 contacts with patient and physician, health assessments, education
22 materials, and referrals. The County shall determine all aspects of the
23 disease management program.

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

1 **3.12 LIFE INSURANCE**

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

21 **3.13 DEFERRED COMPENSATION**

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

25

26 **3.14 VACATION**

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

30 After 1 year 80 hours

31 After 5 years 120 hours

1 After 10 years 160 hours

2 After 15 years 200 hours

3 After 20 years 240 hours

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

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

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

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

26 For purposes of this section, shift shall mean:

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

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

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

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

3.15 PERSONAL HOURS – HOLIDAYS

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

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

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

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

- (a) Less than 5 years – 4.6 hours per pay period;
- (b) After 5 years – 3.7 hours per pay period;
- (c) All employees hired on or after January 4, 1970 – 3.7 hours per pay period.

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

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

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

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

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

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

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

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

3.17 INJURY PAY

- (1) When employees covered by this Agreement sustain injuries within the scope of their employment for which they are entitled to receive worker's compensation temporary disability benefits as provided by Chapter 102 of the Wisconsin Statutes (Worker's Compensation Act), they may receive eighty percent (80%) of their base salary as "injury pay" instead of such

1 worker's compensation benefits for the period of time they may be
2 temporarily totally or temporarily partially disabled because of such
3 injuries. Such injury pay shall not be granted for more than three hundred
4 sixty five (365) calendar days for any one compensable injury or
5 recurrence thereof. The eighty percent (80%) provision shall cover
6 employees receiving injury pay benefits regardless of the date on which
7 the compensable injury or recurrence thereof occurred.

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

19 (3) If the Internal Revenue Service (IRS) determines that the injury pay
20 benefits provided hereunder are taxable as wages, then beginning with the
21 effective date of such determination, the County will no longer require the
22 twenty percent (20%) employee deduction from injury pay benefits
23 provided for in subsections 1. and 2. of this Article, above.
24

25 **3.18 BEREAVEMENT LEAVE**

- 26 (1) In accordance with the existing formula, which establishes the number of
27 bereavement days to which an employee is entitled, the following policies
28 will be formalized:
- 29 (a) Where one day is authorized, it must be taken on the day of the
30 funeral.

- 1 (b) Where more than one excused day is allowed, such days must be
2 consecutive calendar days, one of which is the date of the funeral.
- 3 (c) Where travel time is allowed, one travel day must precede the
4 funeral and one travel day must follow the funeral day.
- 5 (d) Scheduled off days shall be considered as part of the total funeral
6 leave allowed when such off days fall within permissible
7 bereavement leave days when such days are considered
8 consecutively. Scheduled vacation days falling within the
9 bereavement period may be rescheduled for liquidation during the
10 remainder of the year.
- 11 (2) Whenever the funeral occurs outside Milwaukee or its vicinity, travel time
12 may be allowed as follows: Up to 75 miles None
13 Between 75 to 150 miles 1 Day
14 Over 150 miles 2 Days
15

16 **3.19 EARNED RETIREMENT**

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

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

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

1 **3.20 CONTRIBUTION TO RETIREMENT SYSTEM**

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

- 14 (a) Emergency appointment, full time
15 (b) Emergency appointment, part time
16 (c) Regular appointment, seasonal
17 (d) Temporary appointment, seasonal
18 (e) Emergency appointment, seasonal

19
20 **3.21 RETIREMENT BENEFITS**

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

1 (b) Final average salary means the average annual earnable
2 compensation for the five consecutive years of service during
3 which the employee's earnable compensation was the highest or, if
4 he should have less than five years of service, then his average
5 annual earnable compensation during such period of service.

6 (3) For employees hired on and after July 1, 1995, the provisions of Ch. 201,
7 C.G.O. Employees' Retirement System, shall be modified as follows: An
8 employee who meets the requirements for a normal pension shall receive
9 an amount equal to two percent (2%) of his final average salary multiplied
10 by the number of years of service.

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

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

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

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

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

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

10 **3.22 EMPLOYEE PARKING**

11 (1) The County will eliminate any charge for parking to employees using
12 county-owned or controlled parking lots except the Courthouse Annex and
13 the Safety Building Garage. The method of securing such lots against theft
14 and vandalism shall be determined by the Department of Public Works in
15 a manner consistent with location and type of facility.
16 (2) The foregoing paragraph shall not apply to any county-owned or
17 controlled lot available for use to the general public for which parking fees
18 have been established.
19

20 **3.23 CERTIFICATION**

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

25 **3.24 CHANGES IN CLASSIFICATION**

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

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

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

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

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

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

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

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

3.25 NOTICE OF ASSIGNMENT OR SHIFT CHANGE

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

3.26 CHANGE OF OFF DAYS

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

1 **3.27 ASSIGNMENTS**

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

7
8 **3.28 SHIFT SELECTION**

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

16
17 **3.29 DEFINITION OF A DAY**

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

24
25 **3.30 LAYOFF AND RECALL**

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

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

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

- 4 1. Employees on Emergency Appointment;
- 5 2. Employees on Temporary Appointment;
- 6 3. Employees on Regular Appointment, beginning with the
7 employee with the least seniority in the affected
8 classification.

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

12 (c) This displacement into a lesser classification shall be followed
13 beginning with the highest classification affected, including
14 sergeant, and continuing to the lowest classification affected,
15 unless the affected employee decides not to initiate his option and
16 leaves the County service.

17 (d) When the County lays off deputy sheriffs in any rank or
18 classification represented by the Association, the order of layoffs
19 shall be based on rank seniority. *

20 (e) An employee who elects to take a position in a lower classification
21 displacing an employee with the least seniority in such lower
22 classification shall be paid at the maximum of the pay range to
23 which such lower classification is allocated, provided that such rate
24 is not higher than the rate he was receiving in the classification
25 from which he was displaced.

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

29 (g) When the County increases the number of employees in any
30 classification, an employee having accepted a voluntary reduction
31 to a lower classification shall be reinstated to the position from

1 which he left, as if he were recalled from layoff. If more than one
2 employee is affected, reinstatement shall be by application of
3 seniority in reverse order of displacement. Any employee who is
4 laid off under these provisions and rehired for the same work
5 within two years of the date of such layoff shall be reinstated to the
6 same relative position and pay range within the department at the
7 same step in the pay range which he held at the time of layoff and
8 at a rate currently being paid to that classification at the time of
9 recall. Seniority shall be broken if an employee:

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

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

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

29 (j) An employee who has retained his/her membership in the
30 Retirement System who is recalled from layoff from the

1 appropriate reinstatement list, shall return at the pension rate in
2 effect at the time of layoff.

3 *Language from Case 265, No. 41540, A-5401 Decision of Dennis P. McGilligan, Arbitrator.
4

5 **3.31 LIABILITY INDEMNIFICATION**

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

23 **3.32 AUTOMOBILE ALLOWANCE**

- 24 (1) Whenever the Sheriff determines that the performance of official duties
25 for the benefit of the County requires the regular use of an automobile by
26 an employee, he may authorize that such employee may use his personally
27 owned automobile in the performance of such duties.
28 (2) Reimbursement for the regular use of such personally owned automobile
29 will be at a rate established by C.G.O., s. 17.14(5), for each mile traveled
30 on County business. The payment for the use of such personally owned

1 automobile shall be made each month on voucher of the amount due
2 signed by the employee and approved by the Sheriff.

3
4 **3.33 JURY DUTY**

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

22
23 **3.34 BULLETIN BOARDS**

- 24 (1) The County shall provide bulletin boards for the Association's use and
25 erect them in locations to be agreed upon for posting notices regarding
26 Association affairs, restricted to the following:
- 27 (a) Notices of Association meetings;
 - 28 (b) Notices of Association elections;
 - 29 (c) Notices of Association appointments and results of Association
30 elections;
 - 31 (d) Notices of Association recreational and social events;

1 (e) Notices concerning bona fide Association activities such as
2 cooperatives, credit unions, and unemployment compensation
3 information. Other notices concerning Association affairs, which
4 are not political or controversial in nature.

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

9 (3) The posting of any Association-authorized material, which is in violation
10 of this section, shall be cause for the immediate removal of the bulletin
11 boards and cancellation of bulletin board privileges.
12

13 **3.35 CHILD CARE VOUCHERS**

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

19 **3.36 SHERIFF'S DEPARTMENT GYMNASIUM**

20 Bargaining unit employees shall be exempt from the annual fee to be assessed for
21 the use of the Milwaukee County Sheriff's Gymnasium.
22

24 **PART 4**

26 **4.01 FAIR SHARE AGREEMENT**

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

1 the treasurer of the certified bargaining representative of such employee
2 within ten (10) days after such deduction is made, provided:

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

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

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

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

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

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

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

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

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

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

15
16 **4.02 DUES CHECKOFF**

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

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

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

1 **4.03 ASSOCIATION OFFICE SPACE**

2 The County agrees to provide office space to the Association.

4 **4.04 AFFIRMATIVE ACTION STATEMENT**

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

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

20 **4.05 COLLATERAL AGREEMENTS**

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

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

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

1 ratification. The same presumption shall apply to the signature of the County official
2 with whom the understanding has been negotiated.

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

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

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

11 PART 5

13 **5.01 GRIEVANCE PROCEDURE**

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

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

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

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

- 14 (a) Grievance Initiation Form;
- 15 (b) Grievance Disposition Form;

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

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

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

1 that his/her contractual rights have allegedly been violated.

2 The written Grievance Initiation Form shall contain the

3 date or time that the employee alleges that his/her

4 contractual rights have been violated.

5 3. The employee alone or with his/her Association
6 Representative shall detail, in writing, the relief the
7 employee is requesting.

8 4. If more space is required than is provided for on the
9 Grievance Initiation Form in order to comply with the
10 provisions of this section, the employee shall be permitted
11 to submit written attachments to said form.

12 5. The Grievance Initiation Form shall be prepared by the
13 employee or with his/her Association Representative in a
14 manner that is neat, clear, and discernible. The grievant(s)
15 must sign the grievance. Failure of the grievant(s) to sign
16 the grievance shall bar the grievance from being processed.

17 6. If the employee alone or with his/her Association
18 Representative fails to follow section 5.01(6)(c) 1,2,3,4, or
19 5, the employee's immediate supervisor designated to hear
20 grievances may return the Grievance Initiation Form to the
21 employee for corrections. If the employee fails to make the
22 corrections within 15 days of such return, the grievance
23 shall be barred.

24 7. The procedure outlined in 5.01(6)(c) 1,2,3,4,5 and 6 is to
25 clarify the procedure to be followed. These procedures are
26 to assist the employee, the Association and management in
27 the resolution of grievances at their lowest level of the
28 grievance procedure.
29

1 (7) STEPS IN THE PROCEDURE

2 (a) STEP 1

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

15 (b) STEP 2

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

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

17 (c) STEP 3

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

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

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

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

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

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

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

- (11) At each successive step of the grievance procedure, the subject matter treated and the grievance disposition shall be limited to those precise issues arising out of the original grievance as filed.
- (12) In those cases in which an employee elects not to be represented by Association spokesmen, the grievance shall not be resolved in a manner inconsistent with the existing collective agreement.
- (13) A copy of all grievance dispositions shall be promptly forwarded to the appropriate Association representative.

5.02 SELECTION OF ARBITRATOR

(1) SELECTION OF ARBITRATOR

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

(2) HEARINGS

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

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

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

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

13 (3) INTERPRETATION OF AGREEMENT

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

25 (4) ARBITRATOR'S AUTHORITY

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

1 (5) FINAL AND BINDING

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

4
5 5.03 BARGAINING TIME

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

12
13 5.04 DISCIPLINARY SUSPENSIONS NOT APPEALABLE UNDER WISCONSIN
14 STATE STATUTE 63.10

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

21
22 5.05 REPRESENTATION AT DISCIPLINARY HEARINGS

- 23 (1) At meetings called for the sole purpose of considering the imposition of
24 discipline at the level of the appointing authority or his designee, the
25 employee shall be entitled to Association representation.
- 26 (2) It is understood and agreed that such right is conditioned upon the
27 following:
- 28 (a) At the meeting before the appointing authority or his designee, the
29 employee may be represented by one Association official.
- 30 (b) The meeting shall not be an adversarial proceeding. The employee
31 shall not be entitled to have witnesses appear on his behalf nor

1 shall the employee or his representative be entitled to interrogate,
2 cross-examine or harass any person appearing at such hearing.

3 The Association official may bring to the attention of the
4 appointing authority or his designee any facts, which he considers
5 relevant to the issues and may recommend to the appointing
6 authority what he considers to be an appropriate disposition of the
7 matter.

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

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

19
20 **5.06 INTERVIEWS RELATED TO EMPLOYEE DISCIPLINE**

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

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

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

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

12 PART 6

14 **6.01 ENTIRE AGREEMENT**

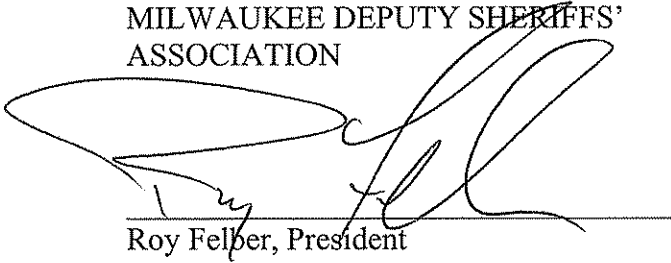
15 The foregoing constitutes the entire Agreement between the parties by which the
16 parties intended to be bound and no verbal statement shall supersede any of its
17 provisions. All existing ordinances and resolutions of the Milwaukee County Board of
18 Supervisors affecting wages, hours and conditions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

24 **6.02 SAVING CLAUSE**

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

Dated at Milwaukee, Wisconsin, August 18, 2008.
(Three copies of this instrument are being executed all with the same force and effect as though each were an original.)

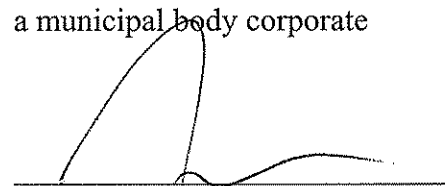
MILWAUKEE DEPUTY SHERIFFS'
ASSOCIATION



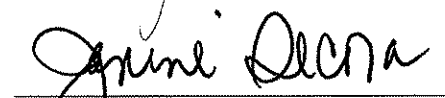
Roy Felber, President

Richard Graber, Vice President

COUNTY OF MILWAUKEE,
a municipal body corporate

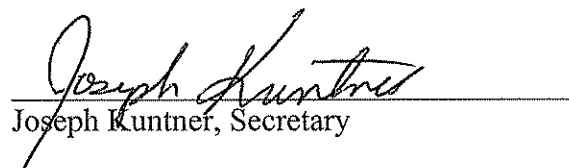


Scott Walker, County Executive



~~Mark Ryan~~, County Clerk
Janine Secora

IN PRESENCE OF:

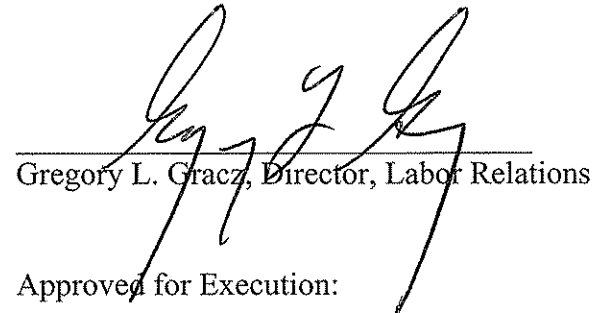


Joseph Kuntner, Secretary



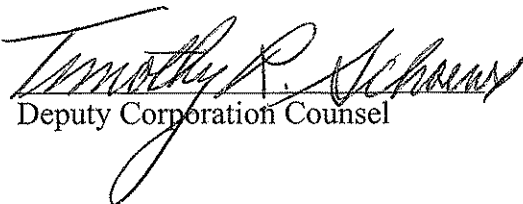
Norbert Gedemer, Treasurer

IN PRESENCE OF:



Gregory L. Gracz, Director, Labor Relations

Approved for Execution:



Timothy R. Schwan
Deputy Corporation Counsel

Scenario 1: 100% Conversion				Scenario 2: 100% Conversion				Scenario 3: 100% Conversion				Scenario 4: 100% Conversion			
STEP	HOURLY	BIWEEKLY	ANNUAL	STEP	HOURLY	BIWEEKLY	ANNUAL	STEP	HOURLY	BIWEEKLY	ANNUAL	STEP	HOURLY	BIWEEKLY	ANNUAL
1	\$25.92	\$2,074	\$54,121	1	\$26.31	\$2,105	\$54,935	1	\$26.70	\$2,136	\$55,750	1	\$27.10	\$2,168	\$56,585
2	\$26.63	\$2,130	\$55,603	2	\$27.03	\$2,162	\$56,439	2	\$27.44	\$2,195	\$57,295	2	\$27.85	\$2,228	\$58,151
3	\$27.22	\$2,178	\$56,835	3	\$27.63	\$2,210	\$57,691	3	\$28.04	\$2,243	\$58,548	3	\$28.46	\$2,277	\$59,424
4	\$27.98	\$2,238	\$58,422	4	\$28.40	\$2,272	\$59,299	4	\$28.83	\$2,306	\$60,197	4	\$29.26	\$2,341	\$61,095
5	\$28.71	\$2,297	\$59,946	5	\$29.14	\$2,331	\$60,844	5	\$29.58	\$2,366	\$61,763	5	\$30.02	\$2,402	\$62,682
6	\$29.40	\$2,352	\$61,387	6	\$29.84	\$2,387	\$62,306	6	\$30.29	\$2,423	\$63,246	6	\$30.74	\$2,459	\$64,185
7	\$30.34	\$2,427	\$63,350	7	\$30.80	\$2,464	\$64,310	7	\$31.26	\$2,501	\$65,271	7	\$31.73	\$2,538	\$66,252