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~~2007-2008~~ 2009-2012
AGREEMENT BETWEEN
COUNTY OF MILWAUKEE
AND
MILWAUKEE DEPUTY SHERIFFS' ASSOCIATION

* * * * *

2.01 DURATION OF AGREEMENT

The provisions of this Agreement shall become effective January 1, ~~2007~~ 2009 and shall expire December 31, ~~2008~~ 2012. The initial bargaining proposals for a successor agreement of each party shall be exchanged on October 15, ~~2008~~ 2012 and negotiations shall conclude December 31, ~~2008~~ 2012. This timetable is subject to adjustment by mutual agreement of the parties consistent with the progress of negotiations.

3.01 WAGES

- (1) All new hires in the classification of Deputy Sheriff I and Deputy Sheriff I (Bilingual)(Spanish), pay range 17BZ shall be hired in step one of pay range 17BZ.
- (2) Movement from one step in the new pay range to the next higher step shall be based upon meritorious performance and upon completion of a satisfactory performance appraisal by the appointing authority or his/her designee after completion of 2,080 straight time hours paid at a step. Effective January 1, 2012, all step increases provided for in Chapter 17 of the Milwaukee County General Ordinances, and this MOA are eliminated for a twelve (12) month period, January 1, 2012, through December 31, 2012.
- (3) The following listed employees, who are assigned to the Criminal Investigation Bureau (CIB) upon ratification of the contract, shall be paid an additional fifty cents (\$.50) per hour for all hours credited in that

bureau and shall remain assigned to the CIB as long as cause does not exist for their reassignment.

DEPUTY SHERIFF II ¹ (Listed by bureau assignment)

| | |
|-----------------------|------------------|
| Nilsen, Jon | Fischer, Darrell |
| Wolf, Steven | Burch, Kristina |
| Kostopulos, Mariellen | Patane, Cheryl |
| Mohr, Kenneth | Anderson, Brian |

(4) ~~Effective January 1, 2007, wages of bargaining unit employees shall be increased by one and one-half percent (1.5%).~~ Effective Pay Period 24, 2012, (October 28, 2012), a four percent (4%) across-the-board base rate of pay increase.

(5) ~~Effective July 1, 2007, wages of bargaining unit employees shall be increased by one and one-half percent (1.5%).~~

(6) ~~Effective January 1, 2008, wages of bargaining unit employees shall be increased by one and one-half percent (1.5%).~~

(7) ~~Effective July 1, 2008, wages of bargaining unit employees shall be increased by one and one-half percent (1.5%).~~

3.06 UNIFORM ALLOWANCE

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

(a) Uniformed employees shall be furnished with a full uniform at time of hire or as soon thereafter as practicable. The uniformed items furnished shall be in accordance with the regulations of the Sheriff's Department setting forth prescribed minimum equipment for each employee. Any employee whose employment is terminated within two (2) years from the date of hire shall return

¹ Subject to adjustment for oversight of encumbent in such assignment.

1 all uniform items furnished by the County to the Sheriff's
2 Department within seven (7) days of termination.

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

5 (2) From January 1, 2012 through December 31, 2012, notwithstanding any
6 other provisions of the MOA no employee shall receive any Uniform
7 Allowance. The intent of this section is to temporarily suspend Uniform
8 Allowance for one (1) year (2012).

9 10 **3.08 HAZARDOUS DUTY ALLOWANCE**

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

20 (2) From January 1, 2012 through December 31, 2012, notwithstanding any
21 other provisions of the MOA no employee shall receive any Hazardous
22 Duty Allowance. The intent of this section is to temporarily suspend
23 Hazardous Duty Allowance for one (1) year (2012).

24 25 **3.09 TEMPORARY ASSIGNMENTS**

26 (1) Employees may be assigned to perform duties of a higher classification for
27 which they are qualified. When so assigned, the employee shall be paid as
28 though promoted to the higher classification for all hours credited while in
29 such assignment. Employees on an established eligible list for the higher
30 classification under the same appointing authority shall be given the

1 temporary assignment before such assignment is given to any other
2 employees provided that:

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

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

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

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

18 (3) The MDSA acknowledges that the Sheriff or his designee has the
19 authority to determine which employees are designated as canine handlers
20 as well as their shift assignments, within the parameters of Section 3.25
21 through 3.28. Care and custody of canines include, but is not limited to,
22 training, administering drugs or medicine for illness, bathing, brushing,
23 exercising, providing water, feeding, grooming, cleaning of the canine's
24 kennel and transport vehicle, cleaning up the canine's waste, transporting
25 the canine to and from work, and other similar, regular activities
26 performed by the employees for the assigned canines, at their homes,
27 away from the worksite, on workdays and off days. The parties agree that
28 the compensation for employees who have custody of and care for canines
29 shall be as follows:

30 (a) Employees shall be scheduled to work seven (7) hour shifts at the
31 worksite and shall be paid one (1) hour of straight time pay,

1 designated as canine time at their regular hourly rate in effect,
2 resulting in being paid for eight (8) hours but only working seven
3 (7) hours at the worksite.

4 (b) Employees shall receive one (1) hour of straight time pay on their
5 off days, resulting in being paid for a total of seven (7) hours of
6 canine time each work week.

7 (c) When employees are using sick, holiday, vacation, personal, and/or
8 compensatory time off, said time-banks will be depleted by seven
9 (7) hours.

10 (d) When employees are required to work overtime at the worksite, the
11 employees shall receive overtime pay after working seven (7)
12 hours.

13 (e) Employees shall receive reimbursement for all mileage driven in
14 their personal vehicle for travel to and from work with their
15 canines, at the IRS mileage rate in effect at the time. The mileage
16 reimbursement shall occur monthly.

17 18 **3.11 EMPLOYEE HEALTH AND DENTAL BENEFITS**

19 (1) ~~Health and Dental Benefits shall be provided for in accordance with the~~
20 ~~terms and conditions of the current Plan Document and the Group~~
21 ~~Administrative Agreement for the Milwaukee County Health Insurance~~
22 ~~Plan or under the terms and conditions of the insurance contracts of those~~
23 ~~Managed Care Organizations (Health Maintenance Organizations or HMO)~~
24 ~~approved by the County. Effective January 1, 2012, all employees will be~~
25 ~~covered by the 2012 Milwaukee County Health Insurance Plan, as outlined~~
26 ~~in the 2012 County Budget and as to be adopted into Chapter 17 of the~~
27 ~~General Ordinances of the County of Milwaukee, §17.14 and any other~~
28 ~~applicable ordinance or section.~~

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

1 (3) — All eligible employees enrolled in the ~~PPO or HMO~~ 2012 Milwaukee
2 County Health Insurance Plan shall pay a monthly amount toward the
3 monthly cost of health insurance as described below:

4 (a) Effective January of 2012 employees enrolled in the ~~PPO~~ 2012
5 Milwaukee County Health Insurance Plan shall pay ~~seventy-five~~
6 ~~dollars (\$75.00)~~ Eighty-five (\$85.00) per month toward the monthly
7 cost of a single plan and ~~one hundred fifty dollars (\$150.00)~~ one
8 hundred seventy (\$170.00) per month toward the monthly cost of a
9 family plan.

10 (b) — ~~Effective July of 2006 employees enrolled in the HMO shall pay~~
11 ~~seventy-five dollars (\$75.00) per month toward the monthly cost of~~
12 ~~a single plan and one hundred fifty dollars (\$150.00) per month~~
13 ~~toward the monthly cost of a family plan.~~

14 (c) — ~~All employees enrolled in the Wheaton Franciscan Direct (HMO)~~
15 ~~shall pay health insurance premiums of \$35.00 per month for single~~
16 ~~plan coverage and \$70.00 per month for family plan coverage~~
17 ~~effective July 1, 2008.~~

18 (d) — ~~All employees enrolled in the Patient Choice HMO shall pay health~~
19 ~~insurance premiums of \$50.00 per month for single plan coverage~~
20 ~~and \$100.00 per month for family plan coverage effective July 1,~~
21 ~~2008.~~

22 (e) — ~~All employees enrolled in the Patient Choice PPO shall pay health~~
23 ~~insurance premiums of \$75.00 per month for single plan coverage~~
24 ~~and \$150.00 per month for family plan coverage effective July 1,~~
25 ~~2008.~~

26 (f) — ~~Each eligible employee enrolled in the WPS Statewide/National~~
27 ~~PPO shall pay health insurance premiums of \$100.00 per month for~~
28 ~~single plan coverage and \$200.00 per month for family plan~~
29 ~~coverage effective July 1, 2008.~~

1 ~~(g) — Employees will be given an open enrollment period following the~~
2 ~~date of the arbitration award. The Association agrees to waive the~~
3 ~~45 (forty five) day notice requirement in section 3.11(7).~~

4 ~~(h) — The appropriate payment shall be made through payroll deductions.~~
5 ~~When there are not enough net earnings to cover such a required~~
6 ~~contribution, and the employee remains eligible to participate in a~~
7 ~~health care plan, the employee must make the payment due within~~
8 ~~ten working days of the pay date such a contribution would have~~
9 ~~been deducted. Failure to make such a payment will cause the~~
10 ~~insurance coverage to be canceled effective the first of the month~~
11 ~~for which the premium has not been paid.~~

12 ~~(i) — The County shall deduct employees' contributions to health~~
13 ~~insurance on a pre-tax basis pursuant to a Section 125 Plan. Other~~
14 ~~benefits may be included in the Section 125 Plan as mutually agreed~~
15 ~~upon by the County and the Association. Such agreement would be~~
16 ~~by collateral agreement to this contract.~~

17 ~~(j) — The County shall establish and administer Flexible Spending~~
18 ~~Accounts (FSA's) for those employees who desire to pre fund their~~
19 ~~health insurance costs as governed by IRS regulations. The County~~
20 ~~retains the right to select a third party administrator.~~

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

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

11 (63) Coverage of enrolled employees shall be in accordance with the monthly
12 enrollment cycle administered by the County.

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

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

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

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

1 (b) — That the coverages and benefits of such replacement program shall
2 remain the same as the written Plan Document currently in effect for
3 employees and retirees.

4 (c) — Prior to a substitution of a Third Party Administrator (TPA)
5 or implementing a self-administered plan, the County agrees to
6 provide the Association with a full 60 days to review any new plan
7 and/or TPA.

8 (10) — The County reserves the right to establish a network of Preferred Providers.
9 The network shall consist of hospitals, physicians, and other health care
10 providers selected by the County. The County reserves the right to add,
11 modify or delete any and all providers under the Preferred Provider
12 Network.

13 (11) Upon the death of any retiree, only those survivors eligible for health
14 insurance benefits prior to such retiree's death shall retain continued
15 eligibility for the Employee Health Insurance Program.

16 (12) Employees hired prior to July 1, 1995, upon retirement shall be allowed to
17 continue in the County Group Health Benefit Program and the County shall
18 pay the full monthly cost of providing such coverage, in accordance with
19 Chapter 17 of the General Ordinances of the County of Milwaukee, §17.14
20 and any other applicable ordinance or section. To be eligible for this
21 benefit, an employee must have fifteen (15) years or more of creditable
22 service as a County employee. Employees hired on and after July 1, 1995
23 may upon retirement opt to continue their membership in the County Group
24 Health Benefit Program upon payment of the full monthly cost.

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

27 (a) — The in-network deductible shall be one hundred fifty dollars
28 (\$150.00) per insured, per calendar year; four hundred fifty dollars
29 (\$450.00) per family, per calendar year.

1 (b) — The out of network deductible shall be four hundred dollars
2 (\$400.00) per insured, per calendar year; one thousand two hundred
3 dollars (\$1,200.00) per family, per calendar year.

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

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

13 (a) — The in-network co-insurance co-payment shall be equal to ten
14 percent (10.00%) of all charges subject to the applicable out-of-
15 pocket maximum;

16 (b) — The out-of-network co-insurance co-payment shall be equal to
17 twenty percent (20.00%) of all charges subject to the applicable out-
18 of-pocket maximum;

19 (16) — All eligible employees enrolled in the PPO shall be subject to the following
20 out-of-pocket expenses including any applicable deductible and percent co-
21 payments to a calendar year maximum of

22 (a) — one thousand five hundred dollars (\$1,500.00) in-network under a
23 single plan.

24 (b) — two thousand five hundred dollars (\$2,500.00) out-of-network under
25 a single plan.

26 (c) — three thousand dollars (\$3,000.00) in-network under a family plan.

27 (d) — five thousand dollars (\$5,000.00) out-of-network under a family
28 plan.

29 (e) — Office visit co-payments are not limited and do not count toward the
30 calendar year out-of-pocket maximum(s).

1 (f) — Charges that are over usual and customary do not count toward the
2 calendar year out of pocket maximum(s).

3 (g) — Prescription drug co-payments do not count toward the calendar
4 year out of pocket maximum(s).

5 (h) — Other medical benefits not described in 16 (e), (f), and (g) shall be
6 paid by the County at one hundred percent (100.0)% after the
7 calendar year out of pocket maximum(s) has been satisfied.

8 (17) — All eligible employees and/or their dependents enrolled in the PPO shall
9 pay a fifty dollar (\$50.00) emergency room co-payment in-network or out-
10 of-network. The co-payment shall be waived if the employee and/or their
11 dependents are admitted directly to the hospital from the emergency room.
12 In-network and out of network deductibles and co-insurance percentages
13 apply.

14 (18) — All eligible employees enrolled in the PPO or HMO shall pay the following
15 for a thirty (30) day prescription drug supply at a participating pharmacy:

16 (a) — Five dollar (\$5.00) co-payment for all generic drugs.

17 (b) — Twenty dollar (\$20.00) co-payment for all brand name drugs on the
18 formulary list.

19 (c) — Forty dollar (\$40.00) co-payment for all non-formulary brand name
20 drugs.

21 (d) — Non-legend drugs may be covered at the five dollar (\$5.00) generic
22 co-payment level at the discretion of the plan.

23 (e) — The plan shall determine all management protocols.

24 (19) — All eligible employees and/or their dependents enrolled in the HMO shall
25 be subject to a ten dollar (\$10.00) office visit co-payment for all illness or
26 injury related office visits. The office visit co-payment shall not apply to
27 preventative care, which includes prenatal, baby wellness, and physicals, as
28 determined by the plan.

29 (20) — All eligible employees and/or their dependents enrolled in the HMO shall
30 pay a one hundred dollar (\$100.00) co-payment for each in-patient

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

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

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

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

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

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

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

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

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

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

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

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

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

13 (8) Effective January 2012, active employees with health care benefits (those
14 who pay monthly health care premiums) will receive an automatic
15 contribution to a Flexible Spending Account (FSA) of \$500 for single,
16 \$1,000 for a two-member family, and \$1,500 for family plans. Unused FSA
17 monies at the end of the year will flow back to Milwaukee County.

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

25 26 **3.20 CONTRIBUTION TO RETIREMENT SYSTEM**

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

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

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

13 (2) Mandatory employee contributions.

- 14 (a) Each employee of the Employees' Retirement System, shall
15 contribute to the retirement system a percentage of the "Member's
16 Compensation" according to (b). "Member Compensation" shall
17 include all salaries and wages of the member, except for the
18 following: overtime earned and paid; any expiring time paid such
19 as overtime, and holiday; and injury time paid; and any
20 supplemental time paid such as vacation or earned retirement.
- 21 (b) Contribution percentage: The percentage shall be as follows:
22 Effective January 1, 2012, a six point five nine percent (6.59%)
23 employee contribution to the Employees' Retirement System.

- 24 (10) Effective as soon as administratively practicable after the
25 ratification/adoption of this agreement, Milwaukee County will add one
26 (1) member to the Milwaukee County ERS Board. The new member will
27 be a member of the Milwaukee Deputy Sheriffs' Association.

28
29 **3.21 RETIREMENT BENEFITS**

- 30 (1) The retirement allowance for all employees retiring on and after January 1,
31 1976, except as noted in (2) and (3) below, shall be computed at the rate of

1 two and one half percent (2.5%) for each year of service multiplied by the
2 final average salary of such employee as defined in Ch. 201, C.G.O., and
3 in accordance with all of the rules and regulations set forth therein.

4 (2) For employees hired on and after January 1, 1982, the provisions of Ch.
5 201, C.G.O., Employee Retirement System, shall be modified as follows:

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

10 (b) Final average salary means the average annual earnable
11 compensation for the five consecutive years of service during
12 which the employee's earnable compensation was the highest or, if
13 he should have less than five years of service, then his average
14 annual earnable compensation during such period of service.

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

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

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

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

1 indicated in the amendment.

- 2 (7) Deputy Sheriffs I, Deputy Sheriffs I (Bilingual)(Spanish), and Deputy
3 Sheriff Sergeant shall be eligible to retire without penalty: at age fifty
4 seven (57) regardless of their number of years of service, or at age fifty
5 five (55) with at least fifteen (15) years of creditable pension service.
- 6 (8) Employees who became Deputy Sheriffs I, Deputy Sheriffs I (Bilingual)
7 (Spanish), and Deputy Sheriff Sergeants prior to January 1, 1994 shall be
8 eligible to retire without penalty when the total of their age and years of
9 creditable pension service equals or exceeds seventy-five (75).
- 10 (9) Employees who meet the minimum requirements for retirement and who
11 retire on and after January 1, 1994 shall receive additional pension service
12 credit for each hour of sick allowance balance they have at the time of
13 retirement. This additional pension service credit shall not be used to
14 meet the minimum retirement requirements nor shall this additional
15 pension service credit be used to compute the fifteen (15) years of
16 creditable pension service as provided for in 17.14(7)(h) C.G.O. This
17 section shall not apply to any employee selecting a deferred retirement.
- 18 (10) Any member of the MDSA, who as of November 1, 2011, does not meet
19 either the age, or the age and length of service requirement to retire, and
20 who files an application for retirement benefits between November 01,
21 2011 and December 31, 2011, and completes their last day of active
22 service as a county employee no later than December 31, 2011, shall be
23 eligible for:
- 24 (a) The addition to the employee's age of the amount of time that is
25 necessary in order for the employee to meet the normal retirement
26 age requirement or, if applicable to the employee, the Rule of 75
27 provision for retirement benefits, but in no event more than five (5)
28 years

29
30 **3.30 LAYOFF AND RECALL**

1 (1) Whenever the County reduces the number of County employees
2 represented by the Association in any position in the classified service, the
3 Sheriff shall notify the Director of Human Resources of the number of
4 employees to be laid off, including titles of positions, upon the form
5 prescribed and furnished by the Department of Human Resources. The
6 Director of Human Resources, upon receipt of the notice from the Sheriff,
7 shall give to the Sheriff the names and addresses of the initial employees
8 who should be laid off in accordance with these provisions:

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

- 10 1. Employees on Emergency Appointment;
- 11 2. Employees on Temporary Appointment;
- 12 3. Employees on Regular Appointment, beginning with the
13 employee with the least seniority in the affected
14 classification.

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

18 (c) This displacement into a lesser classification shall be followed
19 beginning with the highest classification affected, including
20 sergeant, and continuing to the lowest classification affected,
21 unless the affected employee decides not to initiate his option and
22 leaves the County service.

23 (d) When the County lays off deputy sheriffs in any rank or
24 classification represented by the Association, the order of layoffs
25 shall be based on rank seniority.²

26 (e) An employee who elects to take a position in a lower classification
27 displacing an employee with the least seniority in such lower
28 classification shall be paid at the maximum of the pay range to
29 which such lower classification is allocated, provided that such rate

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

1 is not higher than the rate he was receiving in the classification
2 from which he was displaced.

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

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

- 19 1. Retires;
- 20 2. Resigns from County service;
- 21 3. Is discharged and the discharge is not reversed;
- 22 4. Is not recalled from layoff for a period of two years. This
23 provision shall not apply to an employee not reinstated to a
24 position from which he was displaced to a lower
25 classification in the event he is not returned to the higher
26 position within a two-year period.
- 27 5. Does not return at the expiration of a leave of absence.

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

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

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

11 (2) Milwaukee County will layoff no more than sixty-one (61) MDSA
12 positions during the time period December 1, 2011, and December 31,
13 2012. Milwaukee County agrees that for every dollar reduction in total
14 compensation and benefit costs for MDSA members that result from this
15 agreement with the MDSA, Milwaukee County will authorize a
16 proportional number of whole deputy sheriff positions to be funded in the
17 2012 adopted budget for the Sheriff's Office. Milwaukee County further
18 agrees that for every MDSA member who retires in 2011, Milwaukee
19 County will guarantee one less layoff of MDSA members.

21 **3.37 DIRECT PAYROLL DEPOSIT**

22 Effective as soon as administratively practicable after the execution of a successor
23 agreement all employees in the bargaining unit shall utilize The Milwaukee County
24 Direct Deposit Program.

26 **4.03 ASSOCIATION OFFICE SPACE**

27 The County agrees to provide office space to the Association and to allow the
28 Association to use members' departmental mailboxes for th distribution of Association
29 correspondence.

31 **5.01 GRIEVANCE PROCEDURE**

- 1 (1) APPLICATION: The grievance procedure shall not be used to change
2 existing wage schedules, hours of work, working conditions, fringe
3 benefits, and position classifications established by ordinances and rules
4 which are matters processed under other existing procedures. Any
5 disputes that arise between the Association and the County including
6 employee grievances shall be resolved under this section. Only matters
7 involving the interpretation, application or enforcement of rules,
8 regulations or the terms of this Agreement shall constitute a grievance.
- 9 (2) REPRESENTATIVES: An employee may be represented at any step in
10 the procedure by Association representatives (not to exceed two) of his/her
11 choice. However, representative status shall be limited at all steps of the
12 procedure to those persons officially identified as representatives of the
13 Association. The Association shall maintain on file with the County a
14 listing of such Association officials.
- 15 (3) TIME OF HANDLING: Whenever practical, grievances will be handled
16 during the regularly scheduled working hours of the parties involved. The
17 Association and the County shall mutually agree to a time and place for
18 hearing the grievance.
- 19 (4) TIME LIMITATIONS: If it is impossible to comply with the time limits
20 specified in this procedure, for any reason, these limits may be extended
21 by mutual consent in writing. If any extension is not agreed upon by the
22 parties within the time limits herein provided or a reply to the grievance is
23 not received within time limits provided herein, the grievance ~~may~~ shall be
24 appealed directly to the next step of the procedure. “Working days” shall
25 be defined as Monday through Friday excluding Saturdays, Sundays, and
26 holidays set forth in Section 3.15(3).
- 27 (5) SETTLEMENT OF GRIEVANCES: Any grievance shall be considered
28 settled at the completion of any step in the procedure if the Association
29 and the County are mutually satisfied. Dissatisfaction is implied in
30 recourse from one step to the next.
- 31 (6) FORMS: There are two separate forms used in processing a grievance:

1 (a) Grievance Initiation Form;

2 (b) Grievance Disposition Form;

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

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

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

15 2. The employee alone or with his/her Association
16 Representative shall in writing provide his/her immediate
17 supervisor designated to hear grievances an explanation as
18 to when, where, what, who, and why the employee believes
19 that his/her contractual rights have allegedly been violated.
20 The written Grievance Initiation Form shall contain the
21 date or time that the employee alleges that his/her
22 contractual rights have been violated.

23 3. The employee alone or with his/her Association
24 Representative shall detail, in writing, the relief the
25 employee is requesting.

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

- 1 5. The Grievance Initiation Form shall be prepared by the
2 employee or with his/her Association Representative in a
3 manner that is neat, clear, and discernible. The grievant(s)
4 must sign the grievance. Failure of the grievant(s) to sign
5 the grievance shall bar the grievance from being processed.
- 6 6. If the employee alone or with his/her Association
7 Representative fails to follow section 5.01(6)(c) 1,2,3,4, or
8 5, the employee's immediate supervisor designated to hear
9 grievances may return the Grievance Initiation Form to the
10 employee for corrections. If the employee fails to make the
11 corrections within 15 days of such return, the grievance
12 shall be barred.
- 13 7. The procedure outlined in 5.01(6)(c) 1,2,3,4,5 and 6 is to
14 clarify the procedure to be followed. These procedures are
15 to assist the employee, the Association and management in
16 the resolution of grievances at their lowest level of the
17 grievance procedure.

18
19 (7) STEPS IN THE PROCEDURE

20 (a) STEP 1

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

1 shall be immediately forwarded to the Director of Labor
2 Relations.

3 (b) STEP 2

- 4 1. If the grievance is not settled at the first step, the employee
5 alone or with his/her representative shall prepare the
6 grievance in writing on the Grievance Initiation Form and
7 shall present such form to the person designated in Step 1
8 to initial as confirmation of his/her verbal response. The
9 employee alone or with his/her representative shall fill out
10 the Grievance Initiation Form pursuant to Section 5.01
11 (6)(c) 1,2,3,4,5,6,7, of this Agreement.
- 12 2. The employee or his/her representative after receiving
13 confirmation shall forward the grievance to his/her
14 appointing authority or the person designated by him/her to
15 receive grievances within fifteen (15) working days of the
16 verbal decision. Failure of the person designated or the
17 appointing authority to provide confirmation shall not
18 impede the timeliness of the appeal.
- 19 3. The person designated in Step 2, paragraph 2, will schedule
20 a hearing with the person concerned and within fifteen (15)
21 working days from date of service of the Grievance
22 Initiation Form, the Hearing Officer shall inform the
23 aggrieved employee, the Director of Labor Relations, and
24 the Association in writing of his/her decision.
- 25 4. Those grievances, which would become moot if
26 unanswered before the expiration of the established time
27 limits will be answered as soon as possible after the
28 conclusion of the hearing.
- 29 5. The second step of the grievance procedure may be waived
30 by mutual consent of the Association and the Director of
31 Labor Relations. If the grievance is not resolved at Step 2

1 as provided, the Association shall appeal such grievance
2 within thirty (30) working days from the date of the second
3 step grievance disposition to Step 3.

4 (c) STEP 3

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

- 28 (8) Grievances designated for arbitration shall be appealed to the Wisconsin
29 Employment Relations Commission within thirty (30) calendar days of the
30 date of the written response from Step 3. The Association shall, in
31 writing, notify the Director of Labor Relations or his/her designee within

1 forty-eight (48) hours prior to the arbitration hearing the names of the
2 employees the Association wishes to have released for the arbitration
3 hearing. The release of said employees shall be subject to review by the
4 Director of Labor Relations or his/her designee and shall be subject to
5 mutual agreement of both the Association and the Director of Labor
6 Relations or his/her designee. The release of employees shall not be
7 unreasonably denied.

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

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

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

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

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

29
30 **5.07 PAID RELEASE TIME**

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

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(f) When the President of the MDSA exercises her/his release time option no other member of the MDSA executive board, including trustees, may be released while on duty for union business without the consent of the Sheriff or his designee, except as provided in MCGO 17.205;

(g) Release time will not be considered hours worked for purposes of calculating overtime.

(h) Release time will count in computing sick, holiday, vacation, personal and/or compensatory time off with the banked time reduced by eight (8) hours, No paid leave in increments of less than eight (8) hours will be permitted on days with release time scheduled. Release time will be considered pensionable in terms of final average salary calculations.