

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30

~~2009-2012~~ 2013
AGREEMENT BETWEEN
COUNTY OF MILWAUKEE
AND
MILWAUKEE DEPUTY SHERIFFS' ASSOCIATION

* * * * *

PART 2

2.01 DURATION OF AGREEMENT

The provisions of this Agreement shall become effective January 1, ~~2009~~2013 and shall expire December 31, ~~2012~~ 2013. The initial bargaining proposals for a successor agreement of each party shall be exchanged on October 15, ~~2012~~ 2013 and negotiations shall conclude December 31, ~~2012~~ 2013. This timetable is subject to adjustment by mutual agreement of the parties consistent with the progress of negotiations.

PART 3

3.01 WAGES

- (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.~~
- (4) Effective Pay Period ~~24, 2012, (October 28, 2012), a four percent (4%)~~ 12, 2013 (May 12, 2013), one point five percent (1.5%) across-the-board base rate of pay increase.

1 (5) Effective Pay Period 24, 2013 (October 27, 2013), one point five percent
2 (1.5%) across-the-board base rate of pay increase.

3 **3.06 UNIFORM ALLOWANCE**

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

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

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

16 ~~(2) — From January 1, 2012 through December 31, 2012, notwithstanding any~~
17 ~~other provisions of the MOA no employee shall receive any Uniform~~
18 ~~Allowance. The intent of this section is to temporarily suspend Uniform~~
19 ~~Allowance for one (1) year (2012).~~

20 **3.08 HAZARDOUS DUTY ALLOWANCE**

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

25 **3.11 EMPLOYEE HEALTH AND DENTAL BENEFITS**

26 (1) ~~Effective January 1, 2012, a~~All employees will be covered by the 2012
27 Milwaukee County Health Insurance Plan, as outlined in the ~~2012~~ annual
28 adopted Milwaukee County Budget and ~~as to be adopted into~~ Chapter 17 of
29 the General Ordinances of the County of Milwaukee.

30 (2) ~~2012~~ 2013 Milwaukee County Health Insurance Plan shall pay a monthly
31 amount toward the monthly cost of health insurance as described below:

1 (a) ~~Effective January of 2012~~ the month following the execution date of
2 the 2013 labor agreement ~~employees enrolled in the 2012~~
3 ~~Milwaukee County Health Insurance Plan shall pay Eighty-five~~
4 ~~(\$85.00) per month toward the monthly cost of a single plan and one~~
5 ~~hundred seventy (\$170.00) per month toward the monthly cost of a~~
6 ~~family plan. shall pay one hundred dollars (\$100.00) per month~~
7 toward the monthly cost of an Employee only plan.

8 (b) Effective the month following the execution date of the 2013 labor
9 agreement employees shall pay one hundred twenty-five dollars
10 (\$125.00) per month toward the cost of an Employee +
11 Child/Children plan.

12 (c) Effective the month following the execution date of the 2013 labor
13 agreement employees shall pay two hundred dollars (\$200.00) per
14 month toward the cost of an Employee + Spouse/Partner plan.

15 (d) Effective the month following the execution date of the 2013 labor
16 agreement employees shall pay two hundred twenty-five dollars
17 (\$225.00) per month toward the cost of an Employee + Family plan.

18 (9) ~~Effective January 2012, active employees with health care benefits (those~~
19 ~~who pay monthly health care premiums) will receive an automatic~~
20 ~~contribution to a Flexible Spending Account (FSA) of \$500 for single,~~
21 ~~\$1,000 for a two-member family, and \$1,500 for family plans. Unused FSA~~
22 ~~monies at the end of the year will flow back to Milwaukee County.~~

23 ~~(10)~~—The County shall provide a Dental Insurance Plan equal to and no less than
24 is currently available to employees. Bargaining unit employees hired on or
25 after February 28, 1991 and each eligible employee enrolled in the
26 Milwaukee County Dental Benefit Plan shall pay as describe below: two
27 dollars (\$2.00) per month toward the cost of a single plan, or six dollars
28 (\$6.00) per month toward the cost of a family plan.

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

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

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

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

7 **3.14 VACATION**

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

15 **3.16 SICK LEAVE**

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

19 (a) ~~Less than 5 years — 4.6 hours per pay period;~~

20 (b) ~~After 5 years — 3.7 hours per pay period;~~

21 (c) ~~All employees hired on or after January 4, 1970 — 3.7 hours~~
22 ~~per pay period.~~

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

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

30 **3.19 EARNED RETIREMENT**

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

3 (1) Effective upon the implementation date of the 2013 agreement payment of
4 accrued paid leave hours (vacation, compensatory time, personal days and
5 holiday accrued time) will be made in a lump sum at the time of
6 retirement. Such retirement payments shall be calculated at the rate of pay
7 in effect for such employee on the last day of work. ~~Retirement leave may~~
8 ~~be taken consisting of all accumulated unused vacation (not to exceed 30~~
9 ~~days), compensatory time, holiday hours, or personal hours.~~

10 ~~(2) — Retirement leave may be taken, or~~

11 ~~(3) — The employee may elect to receive payment in a lump sum of retirement~~
12 ~~leave benefits to which he is entitled in par.(1) above on his last day of~~
13 ~~work. Under this option, the payment to such employee of his County~~
14 ~~pension and annuity benefits shall be postponed until the total number of~~
15 ~~retirement leave days for which he has been paid have expired; provided,~~
16 ~~however, that no employee shall accrue additional benefits during such~~
17 ~~period.~~

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

20 3.20 CONTRIBUTION TO RETIREMENT SYSTEM

21 (2) Mandatory employee contributions.

22 (a) Each employee of the Employees' Retirement System, shall
23 contribute to the retirement system a percentage of the "Member's
24 Compensation" according to (b). "Member Compensation" shall
25 include all salaries and wages of the member, except for the
26 following: overtime earned and paid; any expiring time paid such
27 as overtime, and holiday; and injury time paid; and any
28 supplemental time paid such as vacation or earned retirement.

29 (b) Contribution percentage: The percentage shall be as follows:
30 Effective January 1, 2012, a six point five nine percent (6.59%)
31 ~~employee contribution to the Employees' Retirement System the~~

1 first day of the first pay period following ratification of the
2 successor agreement by the parties, one-half (1/2) of the Annual
3 Required Contribution (ARC) to the Employees' Retirement
4 System as calculated by the Retirement System actuary.

- 5 (3) ~~Effective as soon as administratively practicable after the~~
6 ~~ratification/adoption of this agreement, Milwaukee County will add one~~
7 ~~(1) member to the Milwaukee County ERS Board. The new member will~~
8 ~~be a member of the Milwaukee Deputy Sheriffs' Association.~~
9 There shall be one (1) member of the Milwaukee Deputy Sheriffs'
10 Association who shall serve as an employee member of the Milwaukee
11 County Employees Retirement System Board in accordance with Chapter
12 201, Section 8.2 of the MCGO.

13 **3.21 RETIREMENT BENEFITS**

- 14 (2) Subject to paragraph (3) below, fFor employees hired on and after January
15 1, 1982, the provisions of Ch. 201, C.G.O., Employee Retirement System,
16 shall be modified as follows:
17 (a) Any employee whose last period of continuous membership began
18 on or after January 1, 1982, shall not be eligible for a deferred
19 vested pension if his employment is terminated prior to his
20 completion of ten (10) years of service.
21 (b) Final average salary means the average annual earnable
22 compensation for the five consecutive years of service during
23 which the employee's earnable compensation was the highest or, if
24 he should have less than five years of service, then his average
25 annual earnable compensation during such period of service.
26 (3) Notwithstanding any other provision of this agreement, active employees
27 on January 1, 2012, and employees hired on and after January 1, 2012,
28 shall be eligible for a deferred vested pension if the employee's
29 employment is terminated, other than for fault or delinquency on the
30 employee's part, on or after the employee's completion of five (5) years of
31 service.

1 ~~(10) — Any member of the MDSA, who as of November 1, 2011, does not meet~~
2 ~~either the age, or the age and length of service requirement to retire, and~~
3 ~~who files an application for retirement benefits between November 01,~~
4 ~~2011 and December 31, 2011, and completes their last day of active~~
5 ~~service as a county employee no later than December 31, 2011, shall be~~
6 ~~eligible for:~~

7 ~~(a) — The addition to the employee's age of the amount of time that is~~
8 ~~necessary in order for the employee to meet the normal retirement~~
9 ~~age requirement or, if applicable to the employee, the Rule of 75~~
10 ~~provision for retirement benefits, but in no event more than five (5)~~
11 ~~years.~~

12 **3.30 LAYOFF AND RECALL**

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

22 **3.37 DIRECT PAYROLL DEPOSIT**

23 ~~Effective as soon as administratively practicable after the execution of a successor~~
24 ~~agreement a~~ All employees in the bargaining unit shall utilize The Milwaukee County
25 Direct Deposit Program.
26

Dated at Milwaukee, Wisconsin, _____, 20123.
(Three copies of this instrument are being executed all with the same force and effect as though each were an original.)

MILWAUKEE DEPUTY SHERIFFS'
ASSOCIATION

COUNTY OF MILWAUKEE,
a municipal body corporate

Roy M. Felber, President

Christopher S. Abele, County Executive

Norbert J. Gedemer, Treasurer

Joseph J. Czarnezki, County Clerk

IN PRESENCE OF:

IN PRESENCE OF:

Thomas J. Lamothe, Trustee

Frederick J. Bau, Labor Relations

Approved for Execution:

David D. Hutchins, Trustee

Mark Grady, Acting Corporation
Counsel