

**RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS**

County Board Staff Committee
INITIATED BY



Lori Pope, Assistant HR Director
DRAFTED BY

County Board Staff Committee
SUBMITTED BY

January 18, 2011
DATE DRAFTED

TITLE

**TO RATIFY THE 2010-2011 LABOR AGREEMENT BETWEEN ROCK COUNTY
AND
DEPUTY SHERIFF'S SUPERVISORS ASSOCIATION**

- 1 WHEREAS, the County is subject to 111.70(8)(b) of the Wisconsin Statutes; and
- 2
- 3 WHEREAS, representatives of the Deputy Sheriff's Association have met with the Corporation Counsel and
- 4 the Human Resources Director several times in an attempt to arrive at a mutual agreement on wages, hours and
- 5 conditions of employment; and
- 6
- 7 WHEREAS, the proposed wage settlement represents a wage increase of 0% for 2010, 1% effective January 1,
- 8 2011, 1% effective December 31, 2011; and
- 9
- 10 WHEREAS, the proposed settlement includes an additional step above the current salary step to the wage
- 11 appendix as outlined in the attached summary; and,
- 12
- 13 WHEREAS, a summary of the contractual agreement is attached.
- 14
- 15 NOW, THEREFORE, BE IT RESOLVED, that the Rock County Board of Supervisors assembled this 27th
- 16 day of January, 2011 does hereby ratify the terms and conditions of the 2010-2011 Labor agreement
- 17 between Rock County and the Deputy Sheriff's Supervisors Association.

Respectfully Submitted,

COUNTY BOARD STAFF COMMITTEE

J. Russell Podzilni
J. Russell Podzilni, Chair

Sandra Kraft
Sandra Kraft, Vice Chair

Eva Arnold
Eva Arnold

Hank Brill
Hank Brill

Absent
Betty Jo Bussie

Ivan Collins
Ivan Collins

Marilyn Jensen
Marilyn Jensen

Louis Peer
Louis Peer

Kurtis L. Yankee
Kurtis L. Yankee

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FISCAL NOTE:

	<u>Base Compensation</u>	<u>Add'l Base Compensation</u>	<u>Wage Increase</u>	<u>Overall % Inc.</u>
2010	2,183,309	36,178	0%	1.6570%
2011	2,219,487	20,334*	1%: 1/1/11 1%: 12/31/11	1.0517%

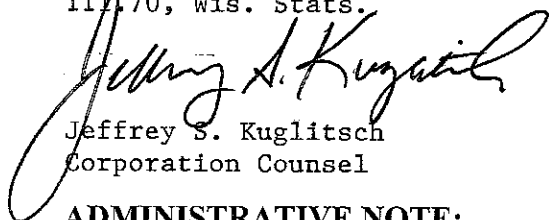
*Decrease from 19.5% to 18.3% in 2011 based upon our experience rate with the actual duty disability numbers for the County.



Jeffrey A. Smith
Finance Director

LEGAL NOTE:

The County Board is authorized to take this action pursuant to secs. 59.01 and 111.70, Wis. Stats.



Jeffrey S. Kuglitsch
Corporation Counsel

ADMINISTRATIVE NOTE:

Recommended.



Craig Knutson
County Administrator

**DEPUTY SHERIFF'S SUPERVISOR ASSOCIATION (WPPA)
AND ROCK COUNTY**

Synopsis of Changes to the 2007-2009 Agreement

For a 2010-2011 Agreement

January 11, 2011

Article VIII – Hours of Work, Wages & Classification

- 8.01 B. Exemptions from the above-schedule hours may be adopted for persons working on a 5-2 schedule Monday through Friday for the following identified positions and hours scheduled as stated:

Administrative Supervisor	7a to 3p
Detective Lieutenant	7:30a to 3:30p
Support Service Lieutenant	7a to 3p
Training Sergeant	7a to 3p
Civil Process Sergeant	7a to 3p
Court Service Lieutenant	7a to 3p
Court Service Sergeant	9a to 5p
Community Corrections Lieutenant	7a to 3p
Community Corrections Sergeant	7a to 3p

Special investigation unit supervisor flex hours only

- 8.09 Compensatory Time Off/Overtime Payment. An employee may select to be paid for all of his/her overtime at the rate of time and one-half, or take his/her overtime in a comp-time procedure at the rate of time and one-half not to exceed a total of ~~32~~ 60 hours. All time accumulated over the ~~32-60~~ hours would automatically be paid at a rate of time and one-half. Utilization of said leave shall be subject to authorization of the shift commander or appropriate supervisor.

ARTICLE IX - BENEFITS IN LIEU OF WAGES

- ~~9.03~~ Health Insurance. ~~A group comprehensive major medical insurance plan shall be in force for all full-time employees, the premiums for which shall be paid by the County. In addition, all full-time employees shall have the like coverage provided for their spouse and children, the expense of which shall be provided by the County during the term of the contract. During the term of the contract (after October 1, 1992), the health insurance plan in effect will not be modified except by mutual agreement of the parties. The schedule of medical benefits will be modified as specified in Appendix C.~~

Effective 12/31/09 at 11:59:59 p.m., as Amended:

A group comprehensive health plan shall be in force for all full-time employees. In addition, all full-time employees shall have the like coverage provided for their spouse and children. The County shall pay 80% of the premium for Health Plan 4. Employees will pay 20% of the premium. The County will give an incentive award of 20% of the cost of the premium for completion of a Clinical Health Risk Assessment as provided by the County, at no cost to the employee, (but paid 100% as a claim through the health plan) through a third party and participating in a follow up counseling session with a Wellness Coach through the County Wellness vendor. A spouse may participate (without cost to the employee) in the Clinical Health Risk Assessment, but family members are not required to participate. During the term of the contract (after October 1, 1992), the health insurance plan in effect will not be modified except by mutual agreement of the parties. The schedule of medical benefits will be modified as specified in Appendix C.

9.02 Uniform Allowance. Each full-time employee shall be granted an annual uniform allowance of no more than ~~\$650.00~~ \$700.00, from which he/she may draw as necessary. Employees may purchase bullet-proof vests from their basic allowance.

9.07 Education.

B. In addition to the regular wage schedule, employees who have obtained a bachelor's degree in police science or a related field approved by the Sheriff or LEAA guidelines, shall receive an additional ~~\$50.00~~ \$75.00 per month.

Employees who have attained an associate degree in police science or related field as approved by the Sheriff or LEAA guidelines shall receive in addition to their regular salary \$25.00 per month. Employees hired on or after May 1, 1998 will not be eligible for the associate degree payment.

9.13 ~~VEBA. The County shall make available a Voluntary Employee Beneficiary Association (VEBA) — program in accordance with appropriate IRS regulation.~~

Post Employment Healthcare Program (PEHP): Rock County ("Employer") agrees to participate in the ~~Life Insurance and Health Plan for Collectively Bargained Public Employees ("Plan") Security Benefit Group Healthcare Reimbursement Account (HRA) for Public Sector Labor Association Employees (the Plan)~~ in accordance with the terms and conditions of the Plan's Participation Agreement, a copy of which is attached to this Agreement. The parties hereto designate ~~Public Employee Benefits Consultants, Inc. ("PEBCI")~~ Security Financial Resources, Inc. to ~~act serve as the Plan Administrator for the Plan and LaSalle National Bank to act as Trustee for the Plan,~~ or its successors appointed in accordance with the Plan and Trust documents. The Employer agrees to contribute to the Plan on behalf of the following category of employees:

All lieutenants and sergeants employed by the County in classifications set forth in Appendix A of the collective bargaining agreement, but excluding all other employees in accordance with WERC Case CXXXVI, No. 27879 ME-1994 dated August 28, 1981.

For the term of this Agreement, the Employer shall contribute for each eligible employee the amount of \$25.00 per month into the HRA Medical Expense Reimbursement Account and their gross monthly salaries will be reduced by that amount. Additionally, upon termination, 100 percent of the eligible employee's accumulated sick leave balance that would otherwise have been paid to the eligible employee had the Employer not participated in the Plan shall be ~~contributed to the Plan~~ deposited into the HRA Insurance Premium Reimbursement Account. In order to minimize the risk of this Plan being found discriminatory under section 105 (h) of the Internal Revenue Code of 1986, as amended ("Code"), the Administrator may request that a contribution amount to a highly compensated eligible employee's account be reduced to the maximum amount contributed on behalf of a non-highly compensated eligible employee. If such a request is made, the reduction amount shall be paid to the employee in the form of wages.

The Employer and Association further agree that for the term of this Agreement, salary or hourly rate of pay, for the sole purpose of computing pensionable wages and overtime rates of pay, shall include the Employer's recurring contributions to the Plan (i.e., not lump sum termination contributions) that would otherwise have been recognized as a pensionable benefit had such amounts not been contributed to the Plan.

ARTICLE XII - TRAINING TIME

- 12.01.1 Compensatory Time Earned. In the event the Sheriff or his authorized representatives post information occasionally relating to technical training programs, seminars, and other specialized police training or meetings, and in the event an employee shall voluntarily desire to attend said program during his off duty hours; then any such employee shall receive compensatory time off from his/her regular working hours for substantially the same amount of time spent in attending and traveling to and from said off duty training programs.
- 12.02 Compensatory Time-Off. Each employee seeking such compensatory time off shall certify to the Sheriff the number of hours spent at said program, including travel time, during off duty time and the place where such courses were taken prior to receiving compensatory time off. It is the express intent of the parties hereto that attendance at such approved programs shall be voluntary on the part of the deputies. Utilization of compensatory time shall be subject to the staffing needs of the department in the judgment of the Sheriff or his authorized representative. Accumulation of compensatory time shall not exceed ~~thirty-two~~ sixty hours. Authorization to accumulate compensatory time under this provision shall be the responsibility of the Sheriff.
- 12.03 Flex Shift For Training. The Sheriff or his/her authorized representative is authorized to create a flex-shift from 8:00 am to 4:00 pm for inservice or mandated training; or 1:00 pm to 9:00 pm shift exclusively for firearms and/or EVOC training. This shift applies to both attendees and instructors of such training. Specialty team training events shall adhere to the listed schedules unless a different

schedule is agreed upon by all affected union members, as well as, the Sheriff and/or his/her designee.

ARTICLE XIII - AMENDMENT, LIMITATION, DURATION

- 13.03 Duration. This Agreement shall become effective the first day of the first pay period in ~~2007~~ 2010, and shall remain in full force and effect through the last day of the final pay period in ~~2009~~ 2011, subject to the provisions of Article XIII, Section 13.04.

MANAGEMENT SALARY PROPOSAL

0% ATB 1/1/2010

1% ATB 1/1/2011

1% ATB 12/31/2011

Effective 11/1/2011 a new five year step will be created, which will be 2% greater than the current step and all current employees with at least five years of service in the grade of Sergeant or Lieutenant shall move to the new step on that date.