

**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

December 7, 2010
DATE DRAFTED

TITLE

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

- 1 WHEREAS, the County is subject to 111.70 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 salary adjustments to several steps of the wage appendix as
- 11 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 16th
- 16 day of December, 2010 does hereby ratify the terms and conditions of the 2010-2011 labor agreement
- 17 between Rock County and the Deputy Sheriff's 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

Betty Jo Bussie
Betty Jo Bussie

Ivan Collins
Ivan Collins

Marilynn Jensen
Marilynn Jensen

Louis Peer
Louis Peer

Kurtis L. Yankee
Kurtis L. Yankee

10-12A-239

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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	5,230,717	90,597	0%	1.7320%
2011	5,321,314	70,705*	1%: 1/1/11 1%: 12/31/11	1.3287%

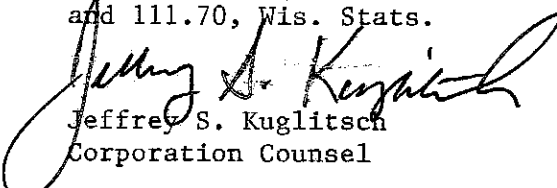
*Decrease from 19.5% to 18.3% in 2011 based upon our experience rate with the actual duty disability numbers for the County.



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 ASSOCIATION AND ROCK COUNTY
Synopsis of Changes to the 2007-2009 Agreement
For a 2010-2011 Agreement
December 2, 2010

Article VIII – Hours of Work, Wages & Classification

- 8.10 Compensatory Time Off/Overtime Payment. A Deputy 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 ~~40~~ 60 hours. All time accumulated over the ~~40~~ 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. Comp time may be used in one-quarter (1/4) increments.

Article IX – Benefits in Lieu of Wages

- 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. Newly hired employees who leave the County employment within one calendar year of date of employment, shall be required to return all uniform equipment purchased by the County. Employees may purchase bullet-proof vests from their basic allowance.
- 9.07 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.

Article XIV – Training Time

- 14.01 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/her

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.

- 14.02 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 ~~forty~~ sixty hours.

Authorization to accumulate compensatory time under this provision shall be the responsibility of the Sheriff.

- 14.03 Flex Shift for Training. The Sheriff, or his/her authorized representative, is authorized to create a flex-shift from 8:00 a.m. to 4:00 p.m. for in-service or mandated training; or 1:00 p.m. to 9:00 p.m. 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 XV – Amendment, Limitation, Duration

Two year agreement January 1, 2010 – December 31, 2011

APPENDIX E

~~Life Insurance & Health Plan.~~ 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 non-ranking deputies and detectives below the rank of lieutenant, employed by the County in classifications

set forth in Appendix A of the collective bargaining agree-
 agreement, but excluding all other employees in accordance
 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 ~~have contributed to the Plan.~~ be 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 pensionable benefit had such amounts not been contributed to the Plan.

The Employer agrees to provide the Security Benefit 457 Deferred Compensation Plan. (Note: this is subject to approval by a separate County Board resolution.)

APPENDIX H

Insert the Memorandum of Understanding between Rock County and the Rock County Deputy Sheriff's Association dated August 27, 2009 regarding the Canine Handler with the additional sentence added at the beginning: "The Sheriff shall have sole discretion on how many canine units (if any) will be created."

Wage Adjustments

- 0% ATB - 1/1/2010
- 1% ATB - 1/1/2011
- 1% ATB - 12/31/2011
- effective 7/1/2011 .75% on Step E (9 years)
- effective 7/1/2011 1.0% on Step F (14 years)