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STATE OF WISCONSIN  
BEFORE THE ARBITRATOR

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

In the Matter of the  
Petition of the

Case 136 No. 46582 MIA-1659  
Decision No. 27324-A

RACINE COUNTY DEPUTY SHERIFF'S  
ASSOCIATION,

Sherwood Malamud  
Arbitrator

For Final and Binding Arbitration  
Involving Law Enforcement Personnel in  
the Employ of

RACINE COUNTY

**APPEARANCES:**

Hanson, Gasiorkiewicz & Weber, Attorneys at Law, by Robert K. Weber,  
514 Wisconsin Avenue, Racine, Wisconsin 53403, appearing on  
behalf of the Association.

William R. Halsey, Long & Halsey Associates, Inc., 8338 Corporate Dr.,  
Suite 500, Racine, Wisconsin 53406, appearing on behalf of the  
Municipal Employer.

**ARBITRATION AWARD**

**Jurisdiction of Arbitrator**

On August 3, 1992, the Wisconsin Employment Relations Commission, appointed Sherwood Malamud to serve as the Arbitrator in a dispute governed by Sec. 111.77(4)(b) of the Municipal Employment Relations Act to determine said dispute between the Racine County Deputy Sheriffs Association, hereinafter the Association or the RCDSA, and Racine County, hereinafter the County or the Employer. Hearing in the matter was conducted on November 3, 1992, at which time the parties presented testimony and documentary evidence. Post-hearing briefs were filed by February 2, 1993. On February 4, 1993, the parties advised the Arbitrator of their decision to refrain from submitting reply briefs. Consequently, the record in the matter was closed on February 4, 1993. This dispute is to be resolved pursuant to Sec. 111.77(4)(b) form 2, in that:

The Arbitrator shall select the final offer of one of the parties and shall issue an award incorporating that offer without modification.

## SUMMARY OF THE ISSUE

There is but one issue which separates the parties. They do not agree to the percentage across-the-board increase to be paid to members of the bargaining unit. Their respective offers on the salary issue for inclusion in the successor two year collective bargaining agreement in effect for calendar years 1992 and 1993 are, as follows:

Effective Date	Association's Proposal	County's Proposal
January 1, 1992	3%	4%
July 1, 1992	2%	
January 1, 1993	3%	4%
July 1, 1993	2%	

The Association proposal generates a lift of 10.36% over the term of the proposed successor Agreement. The County's offer generates a lift of 8.16%. The difference in lift of slightly in excess of 2% is the gravamen of this dispute.

## BACKGROUND

Racine County is the fifth largest county in the state of Wisconsin. The County maintains a law enforcement force totaling 177. Of that total, approximately 149 are in this law enforcement bargaining unit. Racine County is unique in that it employs sworn officers to serve as jailers in the county jail. Other counties primarily use civilian employees to staff their respective jails.

At the time of hearing in this matter in November 1992, six of the comparables proposed by either party had settled for calendar year 1992. However, Racine County had achieved settlements, for calendar year 1992, with the remainder of its represented employees.

## STATUTORY CRITERIA

### 111.77 EMPLOYMENT RELATIONS

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(6) In reaching a decision the arbitrator shall give weight to the following factors:

- (a) The lawful authority of the employer.
- (b) Stipulations of the parties.
- (c) The interests and welfare of the public and the financial ability of the unit of government to meet these costs.
- (d) Comparison of the wages, hours and conditions of employment of the employes involved in the arbitration proceeding with the wages, hours and conditions of employment of other employes performing similar services and with other employes generally:
  - 1. In public employment in comparable communities.
  - 2. In private employment in comparable communities.
- (e) The average consumer prices for goods and services, commonly known as the cost of living.
- (f) The overall compensation presently received by the employes, including direct wage compensation, vacation, holidays and excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.
- (g) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
- (h) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment.

The comparability pool is a major issue in dispute. The parties agree that the county law enforcement units of the following six counties' are comparable to the unit of sworn officers of Racine County: Kenosha, Outagamie, Rock, Waukesha, Winnebago, and Brown Counties. The Association argues that the City of Racine Police and Fire Departments, as well as, Marathon, Dane, and Sheboygan Counties should serve as comparables to Racine. The Association relies on Milwaukee as a comparable in its argument. The Association list of comparables, therefore, includes the other nine of the ten largest counties in the state of Wisconsin, as well as the City of Racine Police and Fire Departments.

The County adds the contiguous county of Walworth and the Milwaukee metropolitan area county of Washington to the six comparable

counties of Brown, Kenosha, Outagamie, Rock, Waukesha, and Winnebago. Much of the arguments of the parties are focused upon the comparability pool issue.

## **POSITIONS OF THE PARTIES**

### **The Association Argument**

The Association argument focuses on two points. First, it addresses the matter of the comparability pool. The Association argues that in arbitration decisions involving the school district, Milwaukee is included as a comparable to the Racine Unified School District. In Racine Education Association MED/ARB-514, Arbitrator Zeidler recognized and included the much larger Milwaukee School District as a comparable to and a school district which influences the wages, hours and working conditions of teachers in the Racine School District. The RCDSA argues that Milwaukee should be included as a comparable in this proceeding. The Association argues that the Arbitrator should determine the comparability pool on the basis of the following criteria: size, geographic proximity, parity, extent of duty-related similarities, and ability to meet the wage demand.

The Association notes that the parties have participated in one arbitration proceeding. However, neither party presents the same comparability pool as was used in the previous arbitration proceeding.

The Association notes that the financial resources of Racine County is closer to Dane County, a comparable proposed by the Association, than the two small counties proposed by the Employer, Washington and Walworth.

The Association points to the lower rate of growth in salary increases paid to members of the bargaining unit as contrasted with increases paid to other Racine County employees and deputy sheriffs in other comparable counties. These other groups of employees have enjoyed larger increases over the past several years than the increases provided to the deputy sheriffs of Racine County. For example, in Racine County, the increases paid to employees in human services, the registered nurses at Ridgewood and county teachers all exceed the Employer's 4% annual increase over two year term of this bargain.

The Association notes that the County did not present any argument suggesting that its financial condition prevented meeting the Association's demand. The Association emphasizes that deputy sheriffs in comparable communities reach the top of their wage schedule in 6 years. It takes a Racine County deputy sheriff 12 years to reach the top of the schedule.

The Association argues that there is no validity to the Employer's argument comparing the wage levels paid to Racine County jailers, who are

sworn personnel, as contrasted to the civilian jailers employed by other comparables. Racine County benefits from having a pool of experienced law enforcement personnel serving at the entry level jailer position before moving up into the higher classifications in the Sheriff's Department.

The Association concludes its argument, as follows:

Thus, it is the position of the Association that in view of the historical erosion of Racine County deputy salaries vis-a-vis those of its most reasonable pool of external comparables; a similar erosion when compared to other internal county employee bargaining units; lack of economic impediments to the salary proposal of the Association; and the 12 years needed to move through the progression of salary steps, all auger (sic) in favor of the Association's proposal.

### The County Argument

The County argues that the top patrol rate under the Association's offer will generate a monthly salary of \$3,110.54 effective July 1, 1993. Under the County's offer the top rate of a patrol deputy sheriff would be \$3,048.09 effective January 1, 1993. Since the County does not include Milwaukee County in its list of comparables, it argues that the monthly salary rate generated by the Association or the County offers produce, by the expiration of this Agreement the top salary for a top patrol deputy sheriff, bypassing the Kenosha County deputy sheriff. The County supports this argument by pointing to Exhibit No. 11, the Kenosha settlement through 1994. It demonstrates that the top deputy salary in Kenosha County effective January 1, 1993, will be \$35,045.28, whereas under the County proposal the top salary for a Racine County patrol deputy will be \$36,577.00. Under the Association proposal, the top deputy rate effective January 1, 1993, will be \$37,326.00.

Similarly, the County proposal is \$419.00 per year lower than Milwaukee Deputy Sheriff, whereas the Association proposal places Racine only \$60.00 per year lower than the 1992 salary of the rate for the Milwaukee County deputy sheriff.

In addition, the County notes that its proposal of a 4% increase in 1992 and an additional 4% increase in 1993 yields wage increases equal to or more than the salary increases provided to the highway department employees (a Teamster unit), the Attorneys Association, Courthouse Employees (IAM unit), Ridgewood AFSCME employees, and the Sheriff's Department Command Staff. The County justifies the larger increase provided to registered nurses as a wage settlement dictated by market conditions.

The County points to the Association exhibits which demonstrate that the fringe benefits enjoyed by Racine County deputy sheriffs are equal to or better than the total compensation enjoyed by deputy sheriffs employed by comparable employers. In addition, the County emphasizes that, in this bargain, the parties have agreed to improve the IRS Section 125 plan by providing a flexible spending account which allocates \$500 (sic) per deputy, hired by 1991. This flexible spending account benefit contains a potential annual cost of \$73,800.00. The County asserts that this benefit alone, which is included in the tentative agreements, is worth in excess of 1% of salary per year.

The County maintains that its offer more closely approximates the increase in the Consumer Price Index. The County maintains that there is no basis for the split increases proposed by the Association. It concludes that the Arbitrator should select its final offer for inclusion in the two year successor Agreement.

## DISCUSSION

### Introduction

In the course of their presentations both oral and written, the parties make reference to the following criteria: stipulations of the parties; comparability to other deputy sheriffs; cost of living; overall compensation; and such other factors- comparability to other public employees of this public employer. The Arbitrator relies on these criteria in determining which final offer is to be included in the successor two year Agreement.

In the discussion below, the Arbitrator first determines the comparability issue. The Arbitrator then applies the above criteria to the final offers of the parties. The Award concludes with the selection of the final offer for inclusion in the successor Agreement.

### Comparability

Walworth and Washington Counties are much smaller than Racine County. Milwaukee County is an inappropriate comparable to Racine. It is much larger. The geographic proximity of these three proposed comparables is insufficient to overcome the obvious size and resource disparity between Racine and the above three proposed comparables.

The core of six counties which both the Employer and the Association identify as appropriate comparables are treated by the Arbitrator as the primary comparability group. Dane County, which is suggested as a comparable by the Association, is treated by the Arbitrator as a primary comparable in this dispute, as well. Although Dane County maintains a sheriffs department of 219 employees, Racine's is 177. The data appended

to the Association brief indicate that Dane County has at least twice the financial resources of Racine, but the crime statistics suggest that Racine and Dane should be treated as comparables.<sup>1</sup> The Arbitrator concludes that the primary comparability group to Racine Deputy Sheriffs are law enforcement units of: Brown, Kenosha, Outagamie, Rock, Waukesha, Winnebago and Dane Counties.

Sheboygan, with a force of 72, and Marathon County with a force of 63, are much smaller than Racine. The crime statistics provided by the Association in terms of violent crimes and property crimes lend some credence to the inclusion of Sheboygan and Marathon Counties, as comparables. Nonetheless, the size of the departments mandate that these counties may be considered as secondary comparables to the primary comparability grouping of the seven counties referenced above: Brown, Dane, Kenosha, Outagamie, Rock, Waukesha, and Winnebago.

The Association suggests that the City of Racine Police Department and its Fire Department serve as comparables inasmuch as they are governed by the same interest arbitration statute as the deputy sheriffs of Racine County. Normally municipal police and fire departments are not used as a source of comparison to a county sheriff department. Some of the duties performed are the same, but for the most part, the duties differ. The Arbitrator does not include the City of Racine Police and Fire in the comparability pool.

#### Stipulations of the Parties

At the request of the parties, the tentative agreements are attached to the Award. In the tentative agreements, the parties agree that effective March 1, 1993, for those employees hired prior to March 1, 1991, all but 13 employees, a flexible spending account is established for each eligible employee in the amount of \$600.00, for those employees with family coverage, and \$300.00 for those with single coverage. Employees may spend up to the amounts allocated in the flexible account to pay plan deductibles and coinsurance, etc. The cost of this new benefit tends to support the inclusion of the Employer offer in the successor Agreement.

#### Comparability of Racine Deputy Sheriffs to Deputy Sheriffs Employed by Comparables

The Arbitrator constructs Chart 1 below primarily on the basis of Association Exhibit No. 1.f. Little data was provided concerning Sheboygan County; consequently, it is not included in the chart. Marathon County is referenced as a secondary comparable. Averages are taken with and without

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<sup>1</sup>Neither party produced an extensive record as to the precise law enforcement duties of the Racine Deputy Sheriff as contrasted to the duties performed by deputy sheriffs of the comparables.

Marathon County. There are only three settlements for 1992. However, Chart No. 1 identifies an issue which brings the parties to this arbitration proceeding.

Among all the comparables listed, the Racine County Deputy Sheriff is second only to the Kenosha County Deputy Sheriff in monthly salary. The Employer submitted the 1992-94 Collective Bargaining Agreement between Kenosha County and the Kenosha County Deputy Sheriff's Union for 1992-94. Under that agreement, the Racine County Deputy Sheriff will overtake the Kenosha County Deputy Sheriff's monthly rate by January 1, 1993, under both the Association and Employer offers made herein.<sup>2</sup>

Chart 1, which is appended at p. 11 of the Award, tracks a trend concerning the dollar difference between the monthly wage paid to the Racine County Deputy Sheriff as contrasted to the average salary among the comparables. From 1987 through 1991 the salary differential between that paid to the Racine County Deputy Sheriff and the average salary paid to law enforcement officers of the comparables has declined from \$352.00 above the average in 1988, inclusive of Marathon County, to \$294.00 above the average in 1991. Excluding Marathon County, the difference is \$318.00 above the average in 1988 to \$268.00 above the average.

The Arbitrator notes that the interest arbitration statute is one which tends to bring wages of employees above the average down towards the average and those below the average up to the average. That is precisely the effect demonstrated through the 1988-1991 voluntary wage settlements.

In addition, the 12 year step established for new employees and 11 year step for deputies in the employ of Racine County was established in the last voluntary bargain. The Arbitrator's review of County Exhibits No. 4 and 5, the wage data for all the Deputy Sheriffs and employees in the other classifications in the Racine County Sheriffs Department, reflect that 54 of the 149 employees were at the top step and would continue at the top step under the expired agreement. An additional 38 non-patrol deputies were at the top of the wage schedule and would continue at the top step in the successor Agreement.

Chart 1 suggests that there is no basis for the Association's demand for a split increase generating a larger lift over the two year term of the Agreement. The trend marking the slight decline in the difference between

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<sup>2</sup>In County Exhibit No. 11 the Kenosha top deputy will earn an annual salary of \$33,778.58 effective January 1, 1992. The Association's Exhibit 1.f. suggests that the Kenosha County Deputy Sheriff at the top of the wage schedule, after four years, will receive an annual salary of \$34,356.00; i.e., \$2863.00 per month. Neither party speaks to this discrepancy in their briefs. However, there is no dispute that by 1993, the Racine County Deputy Sheriff's wage shall exceed that of the Kenosha County Deputy Sheriff.



the average and the amount above the average of the Racine County Deputy Sheriff's wage rate does not justify the larger increase demanded by the Association.

However, there is inadequate data for the years at issue, 1992 and 1993, for the Arbitrator to determine whether the proposal of either the Association or the Employer more closely approximates the percentage wage increases offered by comparable Employers. There are only three settlements listed in Chart 1 for calendar year 1992. Generally, this Arbitrator looks to settlements of five comparables before providing substantial weight to this statutory criterion.

To summarize, the wage levels of the Racine County Deputy Sheriffs is either second to Kenosha County or will be the top salary among the comparables. The salary level of the Racine County Deputy Sheriff is such that it cannot support or justify an increase bump in the salary which is the product of the Association's split offer. Accordingly, the Arbitrator finds that the comparability criterion supports the inclusion of the County's final offer in the successor Agreement. However, due to the absence of insufficient current data, the Arbitrator accords less weight to this criterion.

#### Cost of Living

The County refers to the CPI in its argument. The Arbitrator measures the annual lift in salary rather than its annual cost in applying this criterion. The purpose of this measure is to ascertain how closely the proposed offers track the increases in the cost of living, thereby retaining the same buying power for employee wages.

The increase in the cost of living as measured by the Consumer Price Index (CPI) for calendar year 1991, the year preceding the first year of the successor Agreement, was approximately 3%. Furthermore, the increase in the CPI during calendar year 1992, the year preceding the second and last year of the successor Agreement, also approximates 3%. The County's 4% offer more closely approximates the increase in the cost of living than the 5% lift in each year proposed by the Association. Accordingly, this criterion supports the inclusion of the County's final offer in the successor Agreement.

#### Overall Compensation

The Arbitrator finds that this criterion does not serve to distinguish between the final offers of the parties on the wage issue.

#### Such Other Factors

The internal comparables; i.e., the settlements achieved by other represented employees of Racine County for calendar years 1992 and 1992-

93 is a very important criterion to be weighed and considered in the process of selecting the final offer for inclusion in a successor Agreement.

The Association notes that three units received increases of in excess of the 4% per year offered by the Employer, here.

The Arbitrator accepts the Employer's explanation for the higher settlements with the teachers and the nurses. The nurse settlement was market driven. The settlements among teachers have long been at levels higher than other municipal employees. The settlement in the human services unit is supportive of the Association proposal. However, the balance of Racine County's employees settled at levels at or which closely approximate 4%. On balance, this criterion does not serve to meaningfully distinguish between the parties' offers.

### **SELECTION OF THE FINAL OFFER**

The inclusion in the tentative agreements of the flexible spending account which generates \$600.00 for those with family coverage and \$300.00 for those with single coverage, effective March 1, 1993, is a material benefit which weighs heavily in the Arbitrator's analysis. Only the settlement in the human services unit tends to indicate that the Employer's offer, here, falls short. If it does, it falls short by a very slim margin. Other units have settled at 4%. There is no indication in this record as to whether the other bargaining units receive this new and generous benefit.

The external comparables indicate that the Racine County Deputy Sheriff will likely command the highest salary among the comparables at the conclusion of the 1992-93 Agreement. On the basis of the totality of the final offers of the parties, the Arbitrator concludes that the statutory criteria support the inclusion of the County's final offer in the successor two year Agreement for calendar years 1992 and 1993.

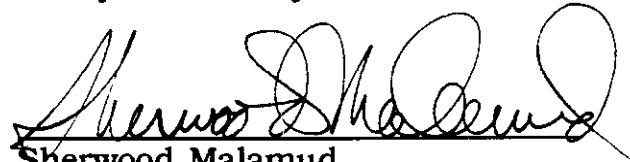
On the basis of the above Discussion, the Arbitrator issues the following:

### **AWARD**

Upon the application of the statutory criteria found at Sec. 111.77(4)(b), Wis. Stats., and upon consideration of the evidence and arguments presented by the parties and for the reasons discussed above, the Arbitrator selects the final offer of Racine County, which together with the stipulations of the parties (which are attached hereto), are to be included in the Collective Bargaining Agreement between Racine County and the Racine

County Deputy Sheriff's Association effective January 1, 1992 through December 31, 1993.

Dated at Madison, Wisconsin, this 28<sup>th</sup> day of February, 1993.

  
 Sherwood Malamud  
 Arbitrator

**Chart 1**

	1987- Base Year	1988	1989	1990	1991	1992
Brown	2,345	2,416	2,473	2,568	2,671	
Dane	1,978	2,028	2,088	2,190	2,314	
Kenosha	2,488	2,488	2,563	2,752	2,863	
Marathon	1,866	1,943	2,001	2,082	2,369	2,499
Outagamie	1,852	1,908	2,026	2,066	2,136	2,279
Rock	2,250	2,318	2,435	2,584	2,687	
Waukesha	2,154	2,219	2,389	2,529	2,629	2,796
Winnebago	2,046	2,104	2,188	2,280		
Average	2,159	2,212	2,309	2,424	2,550	
Average W/Marathon	2,122	2,178	2,270	2,381	2,524	
Racine County	2,456	2,530	2,606	2,710	2,818	2,931
Racine Association	2,456	2,530	2,606	2,710	2,818	2,959
Difference Racine to Average	+297	+318	+297	+286	+268	
Difference Racine to Average With Marathon	+334	+352	+336	+329	+294	

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TENTATIVE AGREEMENTS TO BE INCORPORATED INTO  
SUCCESSOR COLLECTIVE BARGAINING AGREEMENT BETWEEN  
RACINE COUNTY AND RACINE COUNTY DEPUTY SHERIFFS ASSOCIATION

1. All provisions from the predecessor labor agreement, (with the exception of wages, while will be determined by the Arbitrator in WERC Case 136 No. 46582 MIA-1659), and the following provisions, will be incorporated into the successor agreement.

AGREEMENT

This Agreement is made and entered into by and between Racine County (hereinafter referred to as the County) and the Racine County Deputy Sheriffs Association (hereinafter referred to as the Association) for and on behalf of themselves and the employees in the bargaining unit hereinafter described; such Agreement to commence per agreement attached and shall be in effect through December 31, 1993.

- 1.01 Racine County recognizes the Association as the sole and exclusive bargaining representative for all regular Deputy Sheriffs in the Sheriffs Department, Racine County, Wisconsin, excluding the Sheriff, Chief Deputy, Captains, Lieutenants, Sergeants, Jail Corporals, and civilian employees.
- 2.03 Nothing in this Agreement will prevent the County from taking necessary steps, after negotiation with the Association, to comply with the Americans with Disabilities Act (ADA).
- 5.02 A probationary employee has no seniority rights, except when layoffs occur. Their retention as an employee is entirely within the discretion of the County.
- 8.02 The following Sheriffs Department deputies shall not work the standard work shift described above, but shall work a five (5) day week, Monday through Friday, eight (8) hours per day:

- Special Investigative Unit
- District Attorney Investigators
- Court Officers
- Process Servers\*
- Garage Attendant
- Deputy Friendly
- Records & I.D. Officer
- Conveyance Officers
- Consumer Fraud Investigators
- D.A.R.E. Officer

\*The exception to this will be one (1) Process Server who will work Tuesday through Saturday as the forty (40) hour week.

9.03 Deputies shall be assigned overtime work pursuant to Policy 172.10, which has been mutually agreed upon by the Association and the Sheriff.

16.01

At no cost to the Deputy, the County will provide a Group Life Insurance Policy to each Deputy. Regardless of the Deputy's actual annual salary, the minimal amount of the Life and Accidental Death and Dismemberment Policy provided will be \$30,000. The actual amount of coverage for Deputies making more than \$30,000 annually is to be based on such salary, rounded off to the nearest \$500, exclusive of overtime. In no event shall the amount of coverage provided by Racine County exceed \$50,000. The amounts will be adjusted as of January 1 of each year. At no cost to the county, Deputies shall additionally have the option of purchasing additional life insurance as is provided by the County.

16.08

The County agrees to reimburse deputy sheriffs who voluntarily undergo the series of Hepatitis-B inoculations, the full cost of such inoculations.

16.09

For those employees hired prior to March 1, 1991 and enrolled in the self-funded plan (plan II modified) the County will provide the following additional benefits under the Section 125 plan:

Effective March 1, 1993 the County will establish a flexible spending account and annually will allocate \$600 for those with family coverage and \$300 for those with single coverage. This account may be used to pay plan deductibles and coinsurance and may also be used by the employee for reimbursement for such items as optical exams and eyeglasses, noncovered dental expenses, prescription drug coinsurance and other qualified medical expenses. This benefit is not available to current or future retirees.

All employees (including those hired after March 1, 1991 and those enrolled in the HMO) will be allowed to make their own pre-tax contributions to the plan for the payment of child care expenses, subject to IRS limitations and regulations.

18.04

Insurance/Retirement: When a deputy is forced to retire because of a disability, he/she will be eligible to continue to participate in the insurance program at the 90/10 rate regardless of how many years of service the deputy has. When the affected deputy reaches his/her normal retirement age, the applicable schedule will apply.

22.03

Hours of training for any Deputy need not be limited to any stated number, it being the intent of this section that some courses are applicable to the entire Department, while others are applicable to only a portion or segment of the Department, and that attendance of Deputies at any given course is an administrative matter to be determined by the Sheriff. State mandated training, either content or number of hours, shall be made available by the employer during the required time frame. It shall be the right of management to determine if said training shall be during normal duty hours or outside of normal duty hours. If said training is conducted during the Deputy's normal off time the provisions of section 22.02 shall apply.

22.04

Each Deputy shall be entitled to one (1) unexcused absence per year from required classes, except for training that results in certification or qualification by an outside agency or by department policy. Legitimate excuses will not be unreasonably rejected.

22.05

The Sheriff may schedule up to five (5) eight (8) hour blocks of in-house training classes per calendar year. These training classes shall be on the affected deputies first working day of the affected week. If a deputy has a "vacation pick" during the affected date, the vacation pick will have precedence and the affected deputy may be required to make up the class day at a later date. A deputy may be required to change shifts for these five (5) days of in-house training and shall not be entitled to the overtime pay rate for these specific five (5) days of in-house training. Thirty (30) days notice shall be posted of the training and the affected deputies. In the event a deputy is released from in-service training for emergency work related obligations which would have normally been compensated at time and one half (1-1/2) the affected deputy shall be paid at that rate.

22.08

No training will be scheduled for off-duty deputies when they are on holidays, holiday weekends or on paid holidays for those deputies working in day-off group four.

27.01

27.02

Eliminated from the labor agreement.

27.05

A maximum of three (3) deputies from the road may post to the jail on the annual posting of positions.

27.06

Any deputy posting from the road to the jail will commit to stay in the jail for a period of three (3) years from the time the posting takes effect, however, said commitment will not adversely impact on promotional opportunities. A deputy whose position is eliminated and who successfully posts to the jail at the next annual posting is not subject to the three (3) years commitment set forth above.

28.01(a)

Shift assignments will be posted once a year on November 1st. The schedule change will be effective on January 1st of the following year. Seniority shall be used as the basis for selection of shift, hours of work on the shift where the hours for a particular duty do not coincide with the normal three (3) shifts and job assignments within the shift for rated and non-rated positions. However, the Sheriff has the sole right to select the duty assignment and deputy sheriff for the position of Deputy Friendly.

(b) The D.A.R.E. Officer will be selected by the Sheriff under the following procedures rather than the normal posting procedure set out above:

i. When a vacancy occurs, the position will be posted for 30 days and is open to any deputy sheriff in the bargaining unit who submits a resume within that time period;

ii. A committee comprised of two Association representatives and two members of the Command Staff appointed by the Sheriff will interview all candidates and thereafter submit three recommendations to the Sheriff.

iii. The Sheriff will select the D.A.R.E. Officer from among those recommended by the committee unless good cause exists for selecting another applicant.

(c) Any Deputy holding a rated position may exercise departmental seniority by notifying the Sheriff of his/her intent to relinquish their rated position and to return to the rank of Deputy. This may be done at the annual posting or if a vacancy occurs mid-year.

(d) Posting in the Jail will be for shift assignment only.

28.02(b)

Eliminated from the labor agreement.

29.01(7)

In the case where a Deputy is to be interviewed and/or interrogated concerning an alleged violation of the Department Rules and Regulations which, if proven, may result in his/her dismissal from the service or the infliction of other disciplinary punishment upon him/her,

he/she shall be afforded a reasonable opportunity upon his/her request, and facilities to contact and consult privately with an attorney of his/her own choosing and/or a representative of the Association before being interviewed and/or interrogated. An attorney of the Association may be present during the interview and/or interrogation, but may not participate in the interview and/or interrogation except to counsel with the Deputy.

Schedule "A" would be amended as follows:

- a). A.01(b) - delete reference to Radio Operators
- b). A.01(c) - delete reference to Radio Operators
- c). A.01(d) - delete
- d). A.02(a) - delete
- e). A.02(b) - delete first sentence
- f). A.02(d) - delete
- g). A.07 - delete and replace with the following:

"In the event the Sheriff is unable to staff the jail facility, the substation, central control or radio room operations with civilians in the event the regularly assigned civilians are unavailable, deputy sheriffs may be temporarily assigned to the civilian jobs. Prior to assigning a deputy sheriff to a civilian position the County would first exhaust the call-in list of civilians qualified for said assignment. A deputy sheriff so assigned shall be paid overtime on the deputy's regular rate of pay if the assignment is for a period in excess of four (4) hours. When the job in question is filled by such assignment for more than four (4) hours on any shift, overtime will be paid for the entire assignment to the deputy or deputies filling said position."

. . .

When a rated deputy is displaced due to elimination of the position or for any other reason aside from discipline, the name of said deputy will be added to the list of three (3) candidates submitted to the Sheriff by the Civil Service Commission under sec. 6.04 of the contract. Said deputy will be eligible for appointment by the Sheriff to any vacant rated position opening that occurs within two years from the deputy's displacement. The deputy will be removed from this preferential consideration, however, in the event he/she rejects a vacant position offered by the Sheriff, although said deputy can always test for any rated position.

- A.08** The County will renew the 90/10 insurance co-pay agreement under a continuation of the provisions in Article XVI for the term of the successor agreement.



**Miscellaneous**

"Water Patrol. The Sheriff will provide a mutually agreeable water patrol safety policy and the Association will withdraw its pending prohibited labor practice charge on the subject."

**ARTICLE XXXII - Duration**

**32.01**

This Agreement shall become effective on January 1, 1992 and shall remain in effect through December 31, 1993 and shall continue in effect from year to year thereafter unless either party gives written notice to the other party indicating a desire to terminate or amend the Agreement. Such written notice shall be given no later than August 1 prior to said expiration date or any annual anniversary thereof. Such a time period can be extended by mutual agreement of the parties.

Additional tentative agreement

Add to Article 16:

For those employees hired prior to March 1, 1991 and enrolled in the self-funded plan (plan II modified) the County will provide the following additional benefits under the Section 125 plan:

Effective March 1, 1993 the County will establish a flexible spending account and annually will allocate \$600 for those with family coverage and \$300 for those with single coverage. This account may be used to pay plan deductibles and coinsurance and may also be used by the employee for reimbursement for such items as optical exams and eyeglasses, noncovered dental expenses, prescription drug coinsurance and other qualified medical expenses. This benefit is not available to current or future retirees.

All employees (including those hired after March 1, 1991 and those enrolled in the HMO) will be allowed to make their own pre-tax contributions to the plan for the payment of child care expenses, subject to IRS limitations and regulations.

11/3/92  
OK B. Halvey

11-3-92  
OK J. Della

Additional tentative agreement:

Create Article 2.03 to read as follows:

"Nothing in this agreement will prevent the County from taking necessary steps, after negotiation with the Association, to comply with the Americans with Disabilities Act (ADA)."

11/3/92  
OK B. Halley

11-3-92  
OK J. Quillo