

MEMORANDUM

TO: Mr. Bob Solari, Chairman
Ms. Susan Adams, Vice-Chairman
Mr. Joseph E. Fletcher, Commissioner
Mr. Tim Zorc, Commissioner
Mr. Peter D. O'Bryan, Commissioner

FROM: Wayne L. Helsby, Esq.

DATE: September 6, 2019

RE: Collective bargaining impasse between the Indian River Sheriff's Office
and the Indian River County Deputies' Association, I U.P.A., Local 6080;
SM-2018-029

CC: Jason E. Brown, County Administrator
Dylan Reingold, Esq., County Attorney

County Attorney Dylan Reingold has invited the parties to this impasse dispute to submit written briefs or memorandums setting forth their respective positions in advance of the upcoming impasse hearing on September 13, 2019. Sheriff Daryl Loar previously submitted to you a memorandum dated July 8, 2019 providing background on the impasse and his recommendations for resolving the impasse. I will simply add a brief commentary.

The current collective bargaining agreement between the Sheriff's Office and IUPA expires on September 30, 2019; however, the contract contains a "wage re-opener" for the 2018-19 fiscal year. The Sheriff's Office and IUPA began negotiations for a 2018-19 wage increase in January of 2018. Subsequent to the Sheriff's Budget for the 2018-2019 fiscal year being finalized, the Sheriff provided a proposal to the Union on August 13, 2018. This was not accepted by the Union. The parties met again on August 31, 2018 and September 24, 2018. These meetings ended without agreement on wages. The Sheriff provided a second proposal on November 2, 2018 and the Union rejected the proposal and declined to present the Sheriff's proposal to the membership. Thereafter, the Union declared an impasse on December 3, 2018.

A Special Magistrate was selected by the parties with a hearing held on April 5, 2019 to hear the issues between the parties and to provide a non-binding recommendation to resolve the issues. As outlined in the Sheriff's letter to the Board of July 8, 2019, the recommendations of the Special Magistrate were rejected by the Sheriff.

The Sheriff requests that the BOCC resolve the impasse issue by voting to adopt the Sheriff's attached wage offer dated November 2, 2018, without retroactivity, effective September 9, 2019.

We look forward to presenting our position at the September 13th impasse hearing.

ARTICLE 17**WAGES****Section 1**

The Sheriff agrees that members of the bargaining unit to which this agreement applies, shall receive a 5.00% increase in their base salary for those members who are not within 5.00% of the maximum of the pay grade and who have not reached the maximum of the pay grade. Members of the bargaining unit to which this agreement applies and who are within 5.00% of the maximum of the pay grade and whose base salary increase to the top of the pay grade is less than fifteen-hundred dollars (\$1,500) shall have their base salary increased to the top of the pay grade. Additionally, they shall receive a one-time, lump-sum payment in an amount equal to the difference between the amount of the base salary increase and fifteen-hundred dollars (\$1,500), but not to exceed fifteen-hundred (\$1,500) dollars. Members who are currently at the top of the pay grade shall receive a one-time, lump-sum payment of fifteen-hundred (\$1,500). Any lump-sum amount payable to the employee shall be a gross amount.

Section 2

Bargaining unit members hired after April 30, 2017 will have their salary adjusted to \$42,500. Bargaining unit members hired after April 30, 2018 will have their annual salary adjusted to \$42,000. Bargaining unit members hired after ratification of this agreement will be hired at the new starting salary of \$42,000.

Section 3

If this agreement is not ratified prior to November 30, 2018, the increases as contemplated herein shall not be retroactive to the first full pay period of October 2018. The parties further agree that any increase in base salary referenced herein is effective for the 2018-2019 fiscal year. Any entitlement to an increase in base salary based on this agreement for members of the bargaining unit to which this agreement applies, after expiration of this agreement or the applicable time

frame noted in this article, shall be subject to collective bargaining and shall not be considered status quo. Additionally, the parties agree to re-open this article for negotiation in June 2019.