

STATE OF WISCONSIN  
BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

RACINE COUNTY DEPUTY SHERIFFS'  
ASSOCIATION,

Complainant,

vs.

COUNTY OF RACINE,

Respondent.

Case XX  
No. 16344 MP-200  
Decision No. 11710

Appearances:

Mr. Jay Schwartz, Attorney at Law, appearing on behalf of the  
Complainant.  
Mr. Dennis J. Flynn, Corporation Counsel, appearing on behalf  
of the Respondent.

FINDINGS OF FACT, CONCLUSION OF LAW AND ORDER

Racine County Deputy Sheriffs' Association having on December 22, 1972, filed a complaint with the Wisconsin Employment-Relations Commission wherein it alleged the County of Racine had committed certain prohibited practices within the meaning of the Municipal Employment Relations Act; and answer to such complaint having been filed January 19, 1973; and hearing in the matter having been conducted at Racine, Wisconsin, on January 30, 1973, by Morris Slavney, Chairman; and following the close of the hearing, the parties having agreed to waive transcript in the matter; and the Commission having considered the evidence and arguments of counsel and being fully advised in the premises, makes and files the following Findings of Fact, Conclusion of Law and Order:

FINDINGS OF FACT

1. That Racine County Deputy Sheriffs' Association, hereinafter referred to as the Complainant, is a labor organization, and its duly authorized agent is Attorney Jay Schwartz whose address is 704 Park Avenue, Racine, Wisconsin.
2. That County of Racine, Wisconsin, hereinafter referred to as the Respondent, is a Municipal Employer having its principal offices at the Racine County Courthouse, Racine, Wisconsin.
3. That at all times material herein the Respondent has recognized the Complainant as the exclusive bargaining representative for certain Deputy Sheriffs in the employ of the Respondent; that on May 2, 1972, the Complainant, by a letter addressed to the Personnel Director of the Respondent, requested the Respondent to commence bargaining with respect to a collective bargaining agreement for the year 1973 covering said Deputy Sheriffs; and that in the same correspondence the Respondent set forth the following demands to be included in the 1973 collective bargaining agreement:

- "1. A five and one-half per cent (5 1/2%), across-the-board increase;
2. A Fair-Share agreement;
3. All other language and benefits to remain the same."
4. That on June 28, 1972, the Complainant, by letter addressed to the Personnel Director of the Respondent, further set forth the Complainant's demands to be included in the 1973 collective bargaining agreement as follows:

- "1. That the 5 1/2% wage increase sought be interpreted as the maximum allowable under the Wage-Price guidelines.
2. A supplement to the State pension program whereby deputies forced to retire prior to obtaining twenty years service shall be compensated as if they had twenty years service, on pension.
3. That the County institute a program, Federally funded or otherwise, to insure the safety of deputy sheriffs by providing a repeater walkie-talkie in each usable vehicle, and, where two-man cars are used, the provision of two walkie-talkies in those vehicles.
4. Fixed spot lights for all vehicles.
5. Adequate fire extinguishers for all vehicles.
6. An educational program equivalent to that presently instituted in Waukesha.
7. Language that recognizes that Racine County Deputy Sheriffs have, as a result of the Wage-Price guidelines of the last bargaining period and the current bargaining, suffered a diminution of wages of three per cent (3%), and that upon dissolution of the Wage-Price Board, the County will raise the wages of each and every deputy sheriff by three per cent (3%) from that time forward."
5. That between May 2, 1972, and November 9, 1972, representatives of the Complainant and Respondent met on five separate occasions in attempts to negotiate a collective bargaining agreement covering the Deputy Sheriffs for the year 1973; that during the meeting held on November 29, 1972, the Complainant submitted an additional demand, requesting that the Respondent establish, in the 1973 agreement, a longevity pay plan for the Deputy Sheriffs involved; and that, in response to said demand, representatives of the Respondent advised representatives of the Complainant that the Respondent would not grant the Deputy Sheriffs a longevity pay plan and set forth the reason therefor to be that it had not granted other employees of the Respondent, employed in other collective bargaining units, any longevity pay for the year 1973.

6. That the response of the representatives of the Respondent, to the effect that it would not grant Deputy Sheriffs a longevity pay plan for the year 1973 since it had not granted such benefit to other employees of the Respondent, did not, and does not, constitute a refusal to bargain in good faith with the Complainant.

Upon the basis of the above and foregoing Findings of Fact, the Commission makes the following

CONCLUSION OF LAW

That the County of Racine has not refused, and did not refuse, to bargain in good faith, within the meaning of Section 111.70(3)(a)4. of the Municipal Employment Relations Act, with the Racine County Deputy Sheriffs' Association with respect to the latter's request that the County of Racine implement a longevity pay plan for the Deputy Sheriffs in the employ of the County of Racine for the year 1973.

Upon the basis of the above and foregoing Findings of Fact and Conclusion of Law, the Commission makes the following


ORDER

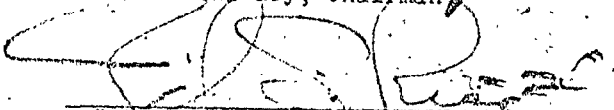
IT IS ORDERED that the complaint filed in the instant matter be, and the same hereby is, dismissed.

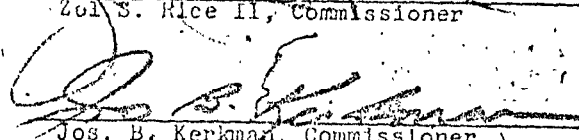
Given under our hands and seal at the City of Madison, Wisconsin, this 23rd day of March, 1973.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By

  
Morris Slawney, Chairman

  
Earl S. Rice II, Commissioner

  
Jos. B. Kerkman, Commissioner