

STATE OF WISCONSIN

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

RACINE COUNTY DEPUTY SHERIFF'S ASSOCIATION,	:	
COURTHOUSE UNIT I, BELLE CITY LODGE NO. 437,	:	
INTERNATIONAL ASSOCIATION OF MACHINISTS AND	:	
AEROSPACE WORKERS, AFL-CIO, and COURTHOUSE	:	
UNIT II, BELLE CITY LODGE NO. 437, INTER-	:	
NATIONAL ASSOCIATION OF MACHINISTS AND	:	
AEROSPACE WORKERS, AFL-CIO,	:	Case XLVI
	:	No. 26052 MP-1100
Complainants,	:	Decision No. 17779-A
	:	
vs.	:	
	:	
RACINE COUNTY ¹ / ₁	:	
	:	
Respondent.	:	
	:	

Appearances:

Schwartz, Weber & Tofte, Attorneys at Law, by Mr. Robert K. Weber, 704 Park Avenue, Racine, Wisconsin 53403, on behalf of the Complainants, and Mr. Raymond Marhefke, Business Representative, International Association of Machinists and Aerospace Workers, AFL-CIO, 624 North 24th Street, Milwaukee, Wisconsin 53233, on behalf of Complainants Courthouse Units I and II, Belle City Lodge No. 437, International Association of Machinists and Aerospace Workers, AFL-CIO.

Mr. William F. Bock, Corporation Counsel, Racine County, Racine County Courthouse, 730 Wisconsin Avenue, Racine, Wisconsin 53403, on behalf of the Respondents.

FINDINGS OF FACT, CONCLUSION OF LAW AND ORDER

Racine County Deputy Sheriff's Association and Courthouse Units I and II, Belle City Lodge No. 437, International Association of Machinists and Aerospace Workers, AFL-CIO (hereinafter referred to collectively as the "Complainants") filed a complaint on April 21, 1980 with the Wisconsin Employment Relations Commission (hereinafter referred to as the "Commission") wherein they alleged that Gilbert Berthelsen, Racine County Executive, and the Racine County Board of Supervisors (hereinafter referred to collectively as the "Respondents") had committed certain specified prohibited practices contrary to Section 111.70 of the Municipal Employment Relations Act. The Commission, by its Order dated May 6, 1980, appointed Stuart S. Mukamal as Examiner to make and issue Findings of Fact, Conclusions of Law and Orders as set forth in Section 111.07(5) of the Wisconsin Statutes. Hearing was held on said complaint on June 12, 1980 in Racine, Wisconsin. The parties mailed letters to the Examiner

¹/ The caption has been changed to reflect the identity of Racine County as the real party - Respondent in this matter. See fn. 2 infra.

in lieu of briefs. After consideration of the arguments of the parties and the record as a whole, the Examiner makes and issues the following Findings of Fact, Conclusion of Law and Order.

FINDINGS OF FACT

1. The Complainants are labor organizations which represent for purposes of collective bargaining three separate bargaining units composed of certain employees of Racine County as follows:
 - a) Deputy Sheriff's Association - deputy sheriffs
 - b) Courthouse Unit I - employees of the Racine County Courthouse and clerical employees at other County offices
 - c) Courthouse Unit II - Social Workers, Income Maintenance Workers, Social Service Aides, Homemakers, clerical employees, and Detention Aides employed by the Racine County Human Services Department and Social Workers employed by High Ridge Health Care Center.

(All of the above unit descriptions are subject to certain exceptions as set forth by relevant provisions of collective bargaining agreements entered into by the parties and applicable to said bargaining units).

2. The Respondent ^{2/}, Racine County (hereinafter referred to as the "Employer" or as the "County") is a municipal employer having its offices at the Racine County Courthouse, 730 Wisconsin Avenue, Racine, Wisconsin 53403. The Employer maintains and operates numerous departments by which it exercises its governmental functions, including those within which those employees represented by the Complainants are employed.

3. The Employer has engaged in collective bargaining negotiations with the Complainants, which negotiations have resulted in three separate written collective bargaining agreements covering the three bargaining units set forth in Finding of Fact Number 1 hereinabove (hereinafter denoted as "Sheriffs'", "Courthouse I", and "Courthouse II" agreements). The Sheriffs' agreement expired on December 31, 1979, while the Courthouse I and Courthouse II agreements are to expire on December 31, 1980.

2/ The complaint filed herein named as Respondents "Racine County Executive Gilbert Berthelsen and Racine County Board of Supervisors". However, given that these parties took the actions forming the subject of this complaint in their official capacities, and that any remedy which may be awarded herein would be obtained from Racine County, as the employer of those employees affected by the actions complained of, it is clear that Racine County is the real Respondent-in-interest in this proceeding. Therefore all captions and references to the Respondent in this proceeding have been revised accordingly.

4. The past practice of the Employer prior to the spring of 1980 regarding pay periods and the time lag between the end of a particular employee's pay period and the issuance of the payroll check covering that pay period had been as follows:

- a) In the Sheriff's bargaining unit - each pay period was two weeks in duration, ending every alternate Monday, with the payroll check being issued on each Friday immediately following the end of a pay period.
- b) In the Courthouse I and Courthouse II bargaining units - each pay period was two weeks in duration ending every alternate Tuesday, with the payroll check being issued on each Friday immediately following the end of a pay period.

Thus, in effect, there was a so-called "hold-back" of four days' pay in the Sheriffs' bargaining unit and of three days' pay in the Courthouse I and Courthouse II bargaining units, representing the gap of time between the end of each pay period and the issuance of the payroll check covering that pay period. Said gap of time was utilized by the Employer for payroll processing purposes.

5. None of the collective bargaining agreements referred to in Finding of Fact Number 3 hereinabove contained specific provisions relating to timing or frequency of pay periods, timing of payroll checks or the gap of time between the end of pay periods and the issuance date of payroll checks covering those pay periods.

6. During the spring of 1980, the Employer decided, due to an alleged necessity for additional payroll processing time and to its desire to institute uniform pay periods and paydays for all of its employees, to institute a change in its pay period and payroll processing practices. Respondent Gilbert Berthelsen, in his capacity as Racine County Executive, issued the following memorandum to all employees setting forth the intended change:

April 7, 1980

MEMORANDUM

TO: ALL RACINE COUNTY EMPLOYEES
FROM: Gilbert Berthelsen, County Executive
RE: CUT-OFF DATE FOR COUNTY PAYROLL PERIODS

Due to the ever increasing size and complexity of the payroll process, the County Clerk's Office and Data Processing Department are experiencing increasing difficulty with processing the payroll on a timely basis.

As a result, it is necessary to authorize a change in payroll processing time from the current period of three working days to five working days. This means that an additional two days work will remain unpaid until termination or retirement of each employee.

Since the implementation of this change requires the withholding of two additional days of pay which would cause hardship for some employees, the change will be implemented over four pay periods to lessen the financial impact. As a result, full-time employees will receive four hours less pay for four consecutive pay periods beginning with the paycheck of Friday, May 9, 1980. The effect of this change on part-time employees will depend upon individual work schedules.

If you have any questions regarding this change, please contact your supervisor or department head. Thank you for your cooperation in resolving this difficult problem.

Gilbert Berthelsen
County Executive

GB/ghm

7. The change of payroll and paydays was approved by the Respondent Racine County Board of Supervisors as Ordinance No. 79-298 on April 8, 1980. Said Ordinance read, in pertinent part, as follows:

ORDINANCE NO. 79-298
JOINT ORDINANCE BY PERSONNEL COMMITTEE AND FINANCE
COMMITTEE TO REPEAL AND RECREATE SECTIONS 5.041 AND
5.047 RELATING TO PAYROLL AND PAYDAYS
To the Honorable Members of the Racine County Board of
Supervisors:

The Racine County Board of Supervisors do ordain
as follows:

. . .
Part 2

Section 5.047 of the Racine County Code of Ordinance
is hereby repealed and recreated to read as follows:

(1) Paydays at High Ridge Health Care Center shall be
every other Friday, covering the two-week payroll period
ending the preceeding Friday.

(2) Paydays for all other county employees and
elected officials shall be every other Friday alternating
with the paydays at High Ridge. Paychecks issued on
Friday shall cover the two-week payroll period ending
on the preceeding Friday . . .

Respectfully submitted,

PERSONNEL COMMITTEE
William Moore, Chairman
Hubert Braun

FINANCE COMMITTEE
Glen Hodel
Hartwell Smiley
Sharon Widmar

Supervisor Smiley moved for its adoption. Seconded and carried.

Supervisor Lieungh moved for adjournment at 9:25 P.M. Seconded and carried.

Prepared by County Clerk's Office.
Dennis Kornwolf, County Clerk

8. The affect of the aforementioned change in pay periods and paydays, was to make uniform for all of its represented employees a five working-day "hold-back" of pay, i.e. a five working-day gap of time between the end of a pay period (on each alternating Friday) and the date of issuance of the payroll check covering that pay period (the succeeding Friday). Said change in effect increased the "hold-back" of pay by one day for employees within the Sheriffs' bargaining unit and by two days for employees within the Courthouse I and Courthouse II bargaining units.

9. The aforementioned change of pay periods and paydays was phased in over two successive pay periods in the Sheriffs' bargaining unit and over four successive pay periods in the Courthouse I and Courthouse II bargaining units, covering a total time period of four weeks and eight weeks respectively. The Employer phased in the changes by withholding an amount equivalent to four hours of pay on two successive payroll checks for employees within the Sheriffs' bargaining unit commencing with the payroll checks issued and dated on June 6, 1980, and on four successive checks for employees within the Courthouse I and Courthouse II bargaining units, commencing with the payroll checks issued and dated May 9, 1980. The Employer has placed all pay so withheld from its employees in a separate, easily identifiable interest-bearing account. The pay thereby lost by the employees affected would not be recovered until the termination or retirement of each employee as it would occur.

10. The Employer unilaterally implemented the aforementioned change of pay periods and paydays (including an increase in the period of "hold-back" of pay) without bargaining or offering to bargain such change, or the impact thereof, with any of the Complainants, as the lawfully recognized exclusive collective bargaining representatives of its employees, and more specifically, those employees described in Finding of Fact Number 1 hereinabove. The Employer has continually declined to bargain with the Complainants on these matters since the date that it implemented the changes of pay periods and paydays to referred to hereinabove. On April 21, 1980, Mr. Robert K. Weber, as representative of all of the Complainants, filed the instant prohibited practice complaint.

Upon the basis of the above Finding of Fact, the Examiner makes and issues the following

CONCLUSION OF LAW

The Respondents, as representatives and agents of the Employer, violated Sections 111.70(3)(a)1 and 111.70(a)(4) of the Municipal Employment Relations Act by failing and refusing to bargain with the Complainants, as the lawfully recognized exclusive bargaining representatives of those of its employees set forth in Finding of Fact Number 1 hereinabove over changes that it implemented in its pay periods, paydays and pay "hold-back" periods, and thereby committed prohibited practices pursuant to said Act.

Upon the basis of the above Findings of Fact and Conclusion of Law, the Examiner makes and issues the following

ORDER

IT IS ORDERED that the Respondent, as representatives and agents of Racine County, shall immediately provide that Racine County and its offices and agents shall:

1. Cease and desist from failing and/or refusing to bargain with the Complainants, Racine County Deputy Sheriff's Association, Courthouse Unit I, Belle City Lodge No. 437, International Association of Machinists and Aerospace Workers, AFL-CIO and Courthouse Unit II, Belle City Lodge No. 437, International Association of Machinists and Aerospace Workers, AFL-CIO over the Employer's implementation of changes in its pay period and payday practices, so as to effectuate a "hold-back" of five working-days' pay.
2. Take the following affirmative action, which the Examiner finds will best carry out the policies of the Municipal Employment Relations Act:
 - a. Immediately revert back to its prior mode of pay periods and paydays whereby all employees within the Sheriffs' bargaining unit were paid on alternate Fridays for pay periods ending the previous Mondays, and whereby all employees within the Courthouse Unit I and Courthouse Unit II bargaining units were paid on alternate Fridays for pay periods ending the previous Tuesdays.
 - b. Immediately make all affected employees whole by paying to each of them on a pro rata basis all pay which

has been withheld from them since the implementation of the Employer's changed mode of pay periods and paydays; i.e. one working-day's pay for each employee within the Sheriff's bargaining unit and two working-days' pay for each employee within the Courthouse I and Courthouse II bargaining units, together with all interest on those amounts which has been earned by the Employer via the separate interest-bearing accounts referred to in Finding of Fact Number 9 hereinabove and in which these monies have been placed.

c. Maintain the prior mode concerning pay periods and paydays as set forth in subparagraph 2a of this Order until the Employer and the Complainants bargain over said matter.

d. Notify all employees by posting in conspicuous places in all of its offices where its employees are employed copies of the notice hereto and marked "Appendix A". That notice shall be signed by a duly authorized officer or agent of the Employer, shall be posted immediately upon receipt of a copy of this Order and shall remain posted for thirty (30) days thereafter. All reasonable steps shall be taken by the Employer to insure that said notices are not altered, defaced or covered by other material.

e. Notify the Wisconsin Employment Relations Commission in writing, within twenty (20) days following the date of this Order as to what steps have been taken to comply herewith.

Dated at Milwaukee, Wisconsin this 6th day of November, 1980.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By Stuart Mukamal
Stuart S. Mukamal, Examiner

APPENDIX A

NOTICE TO ALL EMPLOYEES

Pursuant to an Order of the Wisconsin Employment Relations Commission and in order to effectuate the policies of the Municipal Employment Relations Act, we hereby notify our employees that:

1. WE WILL revert back to our prior mode regarding pay periods and paydays which we followed prior to May, 1980, under which members of the Deputy Sheriffs' bargaining unit were paid on alternate Fridays for pay periods ending on the previous Mondays and under which members of the Courthouse I and II bargaining units Belle City Lodge No. 437, International Association of Machinists and Aerospace Workers, AFL-CIO, were paid on alternate Fridays for pay periods ending on the previous Tuesdays.

2. WE WILL pay to all affected employees all pay which we have withheld from them since May, 1980 due to the change in pay periods and paydays which effectuated at that time, i.e. one working-day's pay to all members of the Deputy Sheriffs' bargaining unit and two working-days' pay to members of the Courthouse I and Courthouse II bargaining units Belle City Lodge No. 437, International Association of Machinists and Aerospace Workers, AFL-CIO, together with all interest that has been earned on said monies since the date of their withholding.

3. WE WILL NOT unilaterally alter our prior method of paying the employees in the aforementioned bargaining units, as set forth in paragraph 1 hereinabove until we first bargain over said matter with the authorized collective bargaining representatives representing said employees.

RACINE COUNTY

By _____

THIS NOTICE SHALL NOT BE ALTERED, DEFACED
OR COVERED BY OTHER MATERIAL

MEMORANDUM ACCOMPANYING FINDINGS OF FACT

CONCLUSION OF LAW AND ORDER

The instant complaint was filed by Mr. Weber on behalf of three bargaining units comprised of certain employees of Racine County. These include a bargaining unit comprised of deputy sheriffs represented by the Racine County Deputy Sheriffs Association and two bargaining units represented by Belle City Lodge No. 437, International Association of Machinists and Aerospace Workers, AFL-CIO - one of clerical employees at various County offices (the so-called "Courthouse Unit I") and other comprised of certain employees employed by the County Human Services Department and by High Ridge Health Care Center (the so-called "Courthouse Unit II"). ^{4/} Three separate collective bargaining agreements have been entered into covering the Sheriffs' unit and the Courthouse I and II units.

The instant complaint arose as a result of a change that the County unilaterally implemented during the spring of 1980 on a County-wide basis concerning its pay period and paycheck issuance practices. ^{5/} The change affected all employees of the County, was made with the intent of standardizing its policies in this regard vis à vis all County employees. It was allegedly necessary due to the increased size of the County payroll and the resultant strain that was thereby placed upon the County's payroll processing system. Its effect among other, was to make uniform the so-called "hold-back" time (i.e. the time between the end of a pay period and the issuance of the payroll check covering that pay period) for all County employees, and to set that "hold-back" at one week (i.e. five working days). This was done by ending all County pay periods on Fridays, with the payroll check for each particular pay period to be issued on the following Friday, falling exactly one week after the end of the pay period to which it related.

^{3/} See fn. 2 supra.

^{4/} The employees included within these bargaining units are more fully described in Finding of Fact number 1

^{5/} Gilbert Berthelsen, Racine County Executive circulated a memorandum to all County employees announcing and describing this change dated April 7, 1980 (quoted in Finding of Fact number 6). The change was authorized by the Racine County Board on April 8, 1980 as Ordinance No. 79-298 (quoted in pertinent part in Finding of Fact number 7).

The gist of the complaint was that by doing so, the County unilaterally increased the "hold-back" time for most of its employees, and in particular, for those employees represented by the Complainants and within the three bargaining units referred to above. Prior to the implementation of this change, the employees within the Sheriff's bargaining unit had a "hold-back" period of four days and the employees within the Courthouse I and Courthouse II bargaining units had a "hold-back" period of three days. This reflected the pay periods under which each of those units formerly operated. Previously, employees within each of these units received payroll checks on alternate Fridays for two-week pay periods, which practice was not changed by the County.^{6/} However, prior to the change, those pay periods ended on the previous Monday (for employees within the Sheriffs' bargaining unit) and on the previous Tuesday (for employees within the Courthouse I and Courthouse II bargaining units). The "hold-back" period was increased (by one and two days respectively) by the County's action in pushing the end of each pay period back to the preceding Friday. As a result, additional pay (amounting to one or two working-days' pay, depending on the bargaining unit) was withheld from each employee during the period of the changeover. The employee affected would not recover the withheld pay until his or her death, retirement or other termination of employment with the County.

The County phased in the changeover over two pay periods for employees within the Sheriffs' bargaining unit and over four pay periods for employees within the Courthouse I and Courthouse II bargaining units, beginning with the payroll checks that the County issued on Friday, May 9, 1980 in the Courthouse I and II bargaining units and June 6, 1980 in the Sheriffs' bargaining unit. This was done in order to lessen the loss of pay resulting from the change of pay period to four hours per paycheck for each employee.^{7/}

^{6/} In the Courthouse I and Courthouse II units, the biweekly pay periods were established some years ago as a result of an informal agreement reached between the County and the applicable bargaining representatives. This agreement was not written into either of the collective bargaining agreements covering those units. Transcript of June 12, 1980 hearing (hereinafter "Tr.") pp. 23-27.

^{7/} See Memorandum of County Executive Berthelsen fn. 5 supra., quoted in Finding of Fact Number 6.

POSITIONS OF THE PARTIES

The Complainants contend that the County committed prohibited practices pursuant to the Municipal Employment Relations Act by implementing a change in pay periods and paydays unilaterally. They contend that the subject of the County's action in this regard constitutes a mandatory subject of bargaining as it allegedly relates primarily to wages, hours, and working conditions. Thus, they conclude that the County violated its duty to bargain in good faith as set forth by the Act, by implementing its change without first bargaining the same with them, as the exclusive collective bargaining representatives of the employees affected by the change. The Complainants claim that the only suitable remedy in these circumstances would be for the Examiner to order a reversion to the status quo ante - i.e. to the pre-May, 1980 pay periods and paydays for the affected employees in all three bargaining units - and reimbursement to all such employees for all wages lost as a result of the increase in "hold-back" periods occasioned by the County's change together with applicable interest thereon. The Complainants further urge the Examiner to order the County to bargain with them concerning any change in policy that it may wish to implement in this area, prior to any such implementation. The Complainants finally argue that the necessity for a change such as the one implemented by the County in this proceeding has not been shown and that its necessity is in any event irrelevant to the allegations raised by the complaint.

The Respondent argues that the aforementioned change of pay periods and paydays was necessitated by the County's need for additional payroll processing time, and was within its reserved management rights. It claims that the matters involved in the County's change of pay periods do not involve an alteration of wages, hours, and working conditions and that therefore the County had no duty to bargain with the Complainants concerning same. It finally argues, in the alternative, that the only remedy that the Examiner possesses the authority to provide in the event of a finding that the County committed prohibited practices is to order the parties to bargain on the matter.

DISCUSSION

There is no doubt that the issues raised by the County's change of pay periods and paydays primarily relate to wages, hours and working

conditions and therefore constitute mandatory subjects of bargaining. ^{8/}
A change in the ending days of pay periods and in the time gap between the end of a pay period and the issuance of the payroll check covering that pay period certainly primarily and directly affects "wages, hours and working conditions". This is particularly true in this setting where the "hold-back" period was increased, resulting in the loss of one or two days' pay for all affected employees, which loss would not be recovered until the employee's death, retirement or other termination. As such, the County had an affirmative duty to bargain with the Complainants in their capacity as exclusive collective bargaining representatives of those employees prior to taking any action to implement any changes in its pay period and payday practices. In an almost exactly identical situation involving a town within Racine County only two years ago, a Commission Examiner reached the very same conclusion, ^{9/} and reasoned that the employer's unilateral implementation of a revised "hold-back" of pay in and of itself constituted a violation of the employer's duty to bargain in good faith over wages, hours and working conditions. There is no basis for distinguishing this case from the earlier case as to result.

The above result must be reached irrespective of the necessity (or lack thereof) of the County's action. The necessity or desirability of the County's action is irrelevant to the nature of these proceedings, which concern whether or not an action of this sort may be taken outside of the collective bargaining process.

8/ See Unified School District No. 1, Racine County v. Wisconsin Employment Relations Commission 81 Wis. 2d 89, 259 N.W. 2d 724 (1977) for an explanation of this standard governing the determination of these subjects constituting mandatory subjects of collective bargaining.

9/ See Town of Caledonia (Fire Department) (16237-A, 16238-A) 9/78. The National Labor Relations Board has also ruled that wage systems and methods of computing and delivering pay constitute mandatory subjects of bargaining. Central Distributing Co. 187 N.L.R.B. No. 21 (1971), Bachrodt Chevrolet Co. 181 N.L.R.B. No. 151 (1970)

The complaint alleges a violation of Section 111.70(3)(a)5 Wis. Stats. which states that a municipal employer's violation of a collective bargaining agreement entered into between it and a labor organization duly representing any of its employees constitutes a prohibited practice. This subsection is not relevant to this matter inasmuch as none of the three applicable collective bargaining agreements entered into between the County and the Complainants contain specific reference to pay periods and paydays. Thus, the County could not have violated any of those agreements. However, by failing and refusing to bargain over the implementation of its new pay period and payday system, the County did violate Section 111.70(3)(a)4 Wis. Stats., which makes it a prohibited practice for a municipal employer to refuse to bargain collectively with a labor organization duly representing any of its employees. In addition, by taking the action that it did, the County interfered with and restrained the affected employees' rights of collective bargaining under Section 111.70(2) Wis. Stats. and thereby committed an independent prohibited practice pursuant to Section 111.70(3)(a)(1) Wis. Stats.

The County's argument that the only appropriate remedy under the circumstances would be an order to bargain with the Complainants over pay periods and paydays must be rejected. By implementing its new pay period and payday system - which has now been completed - the County unilaterally withheld one or two working-days' pay from a large number of employees. The new system is now a fait accompli, and meaningful bargaining over the issue is not likely to occur should the remedy herein be limited to an order to bargain. Under Section 111.07 Wis. Stats. (which is applicable to this proceeding by virtue of Section 111.70(4)(a) Wis. Stats.), the Commission is empowered to require a party found to have committed prohibited practices to take such affirmative action as it deems proper for the purposes of effectuating the policies embodied in the Municipal Employment Relations Act. ¹⁰/ Under the circumstances herein, meaningful bargaining between the parties concerning the subject involved herein can occur only by a reversion to the status quo ante,

¹⁰/ The Examiner is authorized to make findings and orders to this effect by virtue of Section 111.07(5) Wis. Stats. The Examiner further notes that this remedy was also ordered by the Examiner in the Town of Caledonia decision, supra., n.9

i.e. the pay period and payday practices in the bargaining units represented by the Complainants prevailing prior to the County's implementation in the spring of 1980 of the changes described herein, and by full and immediate repayment to all affected employees of all wage lost as a result of those changes. ^{11/} Furthermore, given that the amounts of money withheld from the affected employees are readily ascertainable, and that, in fact, these monies have been placed by the County in a separate interest-bearing account, ^{12/} the County shall additionally pay to each of the affected employees on a pro rata basis the interest that these monies have earned in that account. Such additional payment is ordered for the purpose of making the affected employees whole by providing them with compensation for the loss of the use of monies which they should have received and in an amount equal to that which the County has earned as a result of withholding said monies from them.

Dated at Milwaukee, Wisconsin this 6th day of November, 1980.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By Stuart S. Mukamal
Stuart S. Mukamal, Examiner

^{11/} As noted above, this amounts to one working-day's pay for all members of the Sheriffs' bargaining unit and to two working-days' pay for all members of the Courthouse I and Courthouse II bargaining units.

^{12/} Tr. p. 40