



STATE OF WISCONSIN

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

-----  
 In the Matter of the Petition of :  
 :  
 MILWAUKEE DEPUTY SHERIFFS' :  
 ASSOCIATION : Case LI  
 : No. 16282 MIA-25  
 To Initiate Final and Binding : Decision No. 11557  
 Arbitration Between Said :  
 Petitioner and :  
 :  
 MILWAUKEE COUNTY :  
 :  
 -----

FINDINGS OF FACT, CONCLUSION OF LAW,  
CERTIFICATION OF RESULTS OF INVESTIGATION  
AND ORDER REQUIRING ARBITRATION

Milwaukee Deputy Sheriffs' Association, having petitioned the Wisconsin Employment Relations Commission to initiate compulsory final and binding arbitration pursuant to Section 111.77(3) of the Wisconsin Statutes on behalf of the law enforcement personnel employed in the Milwaukee County Sheriff's Department; and the Commission, by Herman Torosian, having conducted an informal investigation on December 28, 1972, January 8 and January 15, 1973, with regard to the present status of negotiations and being fully advised in the premises, makes and files the following Findings of Fact, Conclusion of Law, Certification of Results of Investigation and Order Requiring Arbitration.

FINDINGS OF FACT

1. That Milwaukee Deputy Sheriffs' Association, hereinafter referred to as the Association, is a labor organization and has its offices at Milwaukee, Wisconsin.
2. That Milwaukee County, hereinafter referred to as the Municipal Employer, has its offices at the Milwaukee County Courthouse, Milwaukee, Wisconsin, and that the Municipal Employer maintains and operates the County Sheriff's Department known as the Milwaukee County Sheriff's Department.
3. That the Association at all times material herein is the voluntarily recognized representative for all Deputy Sheriffs I, Deputy Sheriffs II, Deputy Sheriff Radio Dispatchers and Deputy Sheriff Sergeants in the employ of the County of Milwaukee.
4. That on December 4, 1972, the Association filed a petition with the Wisconsin Employment Relations Commission requesting that the Commission initiate compulsory final and binding last offer arbitration, pursuant to Section 111.77, Wisconsin Statutes, for the purpose of resolving the impasse between the parties.
5. That prior to December 4, 1972, representatives of the Association and the Municipal Employer met on various dates during 1972 for the purpose of negotiating changes in wages and other conditions of employment of the employes in the aforesaid unit in an attempt to reach an accord on a collective bargaining agreement for the year 1973.

6. That, after receipt of the instant petition, a member of the Commission's staff conducted an investigation on December 28, 1972, January 8 and January 15, 1973, to determine if an impasse had been reached; and, that the parties during the course of said investigations were unable to reach an accord in their collective bargaining and that the Petitioner and Municipal Employer continue to be at an impasse in their negotiations.

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

#### CONCLUSION OF LAW

That an impasse within the meaning of Section 111.77(3), Wisconsin Statutes exists between Milwaukee County and the Milwaukee Deputy Sheriffs' Association, on issues of wages and other conditions of employment for all Deputy Sheriffs I, Deputy Sheriffs II, Deputy Sheriff Radio Dispatchers and Deputy Sheriff Sergeants in the employ of the County of Milwaukee.

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

#### CERTIFICATION AND ORDER

IT IS HEREBY CERTIFIED that the conditions precedent to the initiation of compulsory final and binding arbitration as required by Section 111.77 of the Wisconsin Statutes with respect to negotiations between Milwaukee County and Milwaukee Deputy Sheriffs' Association, on issues of wages and other conditions of employment for all Deputy Sheriffs I, Deputy Sheriffs II, Deputy Sheriff Radio Dispatchers and Deputy Sheriff Sergeants in the employ of the County of Milwaukee, have been met.

NOW, THEREFORE, it is

#### ORDERED

1. That compulsory final and binding final offer arbitration be, and the same hereby is, initiated for the purpose of issuing a final and binding award to resolve the impasse existing between Milwaukee County and Milwaukee Deputy Sheriffs' Association.

2. That Milwaukee Deputy Sheriffs' Association file, in written form, its final offer as of January 15, 1973, on the issues remaining in said negotiations with Milwaukee County, with the Wisconsin Employment Relations Commission on or before January 30, 1973, and at the same time serve a copy thereof on Milwaukee County.

3. That Milwaukee County file, in written form, its final offer as of January 15, 1973, on the issues remaining in said negotiations with Milwaukee Deputy Sheriffs' Association, with the Wisconsin Employment Relations Commission on or before January 30, 1973, and at the same time serve a copy thereof on Milwaukee Deputy Sheriffs' Association.

5. Uniform Allowance:

Paragraph 5(b) of the 1972 employment agreement between the Association and Milwaukee County shall be modified to provide an annual allowance for all employees of \$180.00 per year.

6. Retirement:

All employees shall have their pension computed at the rate of 2.5% for each year of service. All employees shall be eligible for retirement at the age of 52 with 25 years of County service.

7. Association Time:

At the designation of the Executive Board of the Milwaukee Deputy Sheriffs' Association, any individual or individuals may use up to 16 hours per week to attend to Association business while receiving their regular rate of pay. This time shall be cumulative on a monthly basis with the understanding that each month will begin with no time carried over.

8. Additional Requests:

(a) Any Deputy Sheriff ordered to perform the function of a Deputy Sheriff II, Deputy Sheriff Sergeant or Deputy Sheriff Radio Dispatcher, for one or more hours, shall be paid the rate of pay that is received for the position he is filling.

(b) Any Deputy transferred to another division or to another shift in his division shall receive a minimum notice of at least two weeks.

(c) Every division shall have a departmental seniority list in which the men will have the choice of their work shifts in the respective division according to seniority.

(d) Two-men teams shall be used at all times for the execution of court orders calling for the apprehension and arrest of a person or persons.

OFFICE OF CORPORATION COUNSEL

MILWAUKEE COUNTY  
Room 303, Courthouse  
Milwaukee, Wisconsin 53233

March 23, 1973

Wisconsin Employment Relations Commission  
Room 906, 30 West Mifflin Street  
Madison, Wisconsin 53703

Attention Mr. Morris Slavney, Chairman

Gentlemen:

Re: Milwaukee County Case LI  
No. 16282 MIA-25

In accordance with the provisions of Section 111.77(4)(b), Wis. Stats., Milwaukee County submits the following as its last offer to the Milwaukee County Deputy Sheriffs' Association:

1. TERM: Two-year agreement, commencing December 31, 1972, and ending December 31, 1974.
2. WAGES:
  - a) Effective December 31, 1972, employes shall receive a general wage increase of 3 1/2%.
  - b) Effective July 1, 1973, employes shall receive a general wage increase of 2%.
  - c) Effective December 30, 1973, employes shall receive a general wage increase of 4%.

The cost of living adjustment effective December 31, 1972, currently being paid to members of the bargaining unit, shall be absorbed in the initial increase effective retroactively to that date.

3. WORK OUT OF CLASSIFICATION:

Deputy Sheriffs I, when assigned as Deputy Sheriff Radio Dispatcher, shall be paid the dispatcher rate as though he had been promoted to such position.

Deputy Sheriffs in a lower classification, when assigned as Deputy Sheriff II or Deputy Sheriff Sergeant, shall be paid the rate of the higher classification as though he had been promoted to such position provided:

- a) Such employe works in the higher classification for not less than ten (10) consecutive scheduled working days.
- b) Such employe performs all of the tasks and assumes the full responsibility of the higher classification.

4. NOTICE OF TRANSFER OR SHIFT CHANGE:

Bargaining unit members transferred to a different division, or a different shift in such division, shall be notified two (2) weeks in advance of the effective date of such transfer or shift change, provided, however, that such transfers or shift changes may be made with less notice or without notice in cases of emergency or to change the employe's work setting in order to improve his work performance or to increase departmental efficiency.

5. LIMITATIONS ON USE OF COMPENSATORY TIME AND PERSONAL DAYS:

Eliminate the existing restrictions on the number of personal days and compensatory time days which may be exhausted consecutively. (Present restriction limits use of personal days and compensatory time days to five (5) in the aggregate.)

Respectfully submitted,

Robert G. Polasek /s/  
Robert G. Polasek  
Assistant Corporation Counsel and  
Chief Labor Negotiator

jt

LAST AND FINAL OFFER TO SETTLE A  
1973 EMPLOYMENT CONTRACT OF THE  
MILWAUKEE DEPUTY SHERIFFS' ASSN.

PREAMBLE

Milwaukee County, Employer, and the Milwaukee Deputy Sheriffs' Association, as Bargaining Representative for certain employees of the Milwaukee County Sheriff's Department, have undertaken for several months through the collective bargaining process, to negotiate a 1973 employment contract. Such collective bargaining efforts reached an impasse. As a result of the impasse, the Milwaukee Deputy Sheriffs' Association petitioned the Wisconsin Employment Relations Commission to implement binding arbitration. It is in connection with that petition that the Milwaukee Deputy Sheriffs' Association submits the following proposals to the arbitrators selected by the parties, as and for its last and final offer to settle a 1973 employment contract.

It is the position of the Milwaukee Deputy Sheriffs' Association that all of the terms and conditions embodied in the 1972 contract of employment between the Employer and employees represented herein will continue in full force and effect as to all terms for which no offer is made herein. It is additionally the position of the Milwaukee Deputy Sheriffs' Association that Milwaukee County not pass or cause to be passed, any ordinances which are inconsistent with the terms of employment that now exist between the Employer and Employees, nor that they pass or cause to be passed, any ordinances which derogate from the final award of the arbitrators in this matter.

It is the hope and expectation of the Milwaukee Deputy Sheriffs' Association that in addition to concluding a 1973 employment contract by the method of arbitration, the County will see fit, during the next year and thereafter, to attempt to enhance the professional image of the Milwaukee Sheriff's Department by increasing the minimum qualification standards for employment as a Deputy Sheriff. Such increase in qualifications, it is hoped, will include recognition of the need for higher education as a prerequisite to fulfilling the tremendous responsibilities connected with exercising the duties of a Deputy Sheriff. Such recognition of the need for higher education should take the form of each Deputy applicant having a minimum of two years' college education. This hope and expectation is not included as a part of the proposals submitted herewith, but is merely a reflection of the attitudes of the Milwaukee Deputy Sheriffs' Association as they have formulated attitudes insofar as the future of the Sheriff's Department is concerned. It is sincerely believed that when and if increased qualifications for employment are applied to the selection process of employing new men and women in the Sheriff's Department, that all of the benefits of employment will be commensurate with the type of benefits that persons with higher education have obtained in other professional types of employment.

It is firmly believed that the following proposals reflect considered judgment as to what a fair and acceptable contract of employment should include to the end that the best interests of those employees represented by the Milwaukee Deputy Sheriffs' Association will be served as well as the interests of the Milwaukee County tax-paying public whom the Sheriff's Department effectively and efficiently serves.

EXHIBIT C

For Submission to the Board of Arbitrators

1. Salary:

The Association hereby offers to settle with Milwaukee County on the issue of Wages and Salaries for employees covered by the Bargaining Unit, under the following terms and conditions:

(a) That the current entry pay for all classifications of employees, to-wit: Deputy Sheriff I, Deputy Sheriff II, Deputy Sheriff Sergeant and Deputy Radio Dispatcher, shall remain at the same level as existed on January 1, 1973, with the reflection of the semi-annual cost of living adjustment that has been made in connection with said amount.

(b) The second pay increment shall be increased by 5%.

(c) The third pay increment shall be increased by 5.25%.

(d) The fourth pay increment shall be increased by 5.50%.

(e) The fifth pay increment shall be increased by 6.2%.

All of said pay increases shall be effective on January 1, 1973, and such pay as constituted shall continue to be subject to semi-annual cost of living adjustments as set forth in Section 17.26 CGO.

2. Week-end and Holiday Differential Pay:

All employees working on Saturdays and/or Sundays and recognized holidays shall receive the same differential shift pay that Milwaukee County pays to all of its other employees.

3. Educational Incentive Bonus:

Employees who have completed appropriate course work outside of their job, as described in the 1972 Agreement, shall receive \$125.00 per year for 16 credits, \$175.00 per year for 28 credits, \$225.00 per year for 40 credits, \$275.00 per year for 52 credits, \$325.00 per year for 64 credits, and \$500.00 per year for an Associate Degree or 75 credits.

The foregoing represents an increase of \$50.00 per credit category over the 1972 contract provision relating to education, with the exception of the amount of money requested for a person with a degree or 75 credits. In that instance, the amount of increase is \$125.00 per year.

4. Longevity:

To recognize the experience and dedication of the employees who remain as Deputy Sheriffs, the County shall implement a longevity program providing that a person who has served as an employee of the Milwaukee County Sheriff's Department for 10 years shall receive thereafter, the sum of \$120.00 per year following his tenth anniversary date. This amount shall be increased after such employee has reached his 15th anniversary date to \$180.00 per year. This amount will be increased to such employee who reaches his 20th anniversary date to \$240.00 per year. This amount shall be increased to an employee who celebrates his 25th anniversary to an amount of \$300.00 per year.



4. That the parties having waived the right to select an arbitrator or board of arbitration, the Commission hereby orders each party to select one arbitrator, and that said two arbitrators select a third neutral arbitrator; that if said two arbitrators cannot in five (5) days select a neutral arbitrator, the parties shall so notify the Commission within eight days of the date of this Order; that thereupon the Commission shall issue a supplemental order, and therein submit a panel of five (5) neutral arbitrators, from which the parties shall, within three (3) days of the receipt thereof, alternately strike four of the members of said panel; that thereupon the parties or either of them shall notify the Commission, in writing, as to the neutral arbitrator so selected, and the Commission shall thereupon issue an order appointing same neutral arbitrator as chairman of the board of arbitration.

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

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By Morris Slavney /s/  
Morris Slavney, Chairman

Zel S. Rice II /s/  
Zel S. Rice II, Commissioner

Jos. B. Kerkman /s/  
Jos. B. Kerkman, Commissioner