

BEFORE
EDWARD E. HALES
Arbitrator

IN THE MATTER OF THE PETITION OF THE

WINNEBAGO COUNTY SHERIFF'S
PROFESSIONAL POLICE ASSOCIATION

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

WINNEBAGO COUNTY (SHERIFF'S
DEPARTMENT)

DECISION AND AWARD

Final and binding
arbitration, Case
XLII No. 17441 MIA-75
Decision No. 12518-A

Appearances:

For the Association:

Dennis W. Herrling, Attorney, Herrling
Hamilton & Swain, 319 N. Appleton St.
Appleton, Wisconsin
Bryan H. Bartelt
Terry Footit
Patrick Sanders
David Schutzendorf
Thomas Mayo
Walter Hulsar

For the County:

Gerald L. Engeldinger, Corporation Counsel
Gerald E. Lang, Director of Personnel

FINDINGS OF FACT

On December 12, 1973, the Winnebago County Sheriff's Police Association filed a petition with the Wisconsin Employment Relations Commission requesting final and binding arbitration pursuant to Sec. 111.77 Wisconsin Statutes.

The Wisconsin Employment Relations Commission appointed Mr. Herman Torosian to conduct an investigation concerning the conditions precedent to initiation of final and binding arbitration.

The findings of fact, conclusion of law, certification of results of investigation and order requiring arbitration, was issued by the Wisconsin Employment Relations Commission on February 28, 1974. An order appointing Edward E. Hales, Racine, Wisconsin as the impartial Arbitrator to issue a final and binding award in the matter was issued by the Wisconsin Employment Relations Commission on March 20, 1974.

The Arbitrator set the hearing for May 16, 1974, at 9:30 A.M. in the Winnebago County Courthouse. The parties submitted final offers and amended final offers and subsequent to the hearing held on May 16, 1974, the parties submitted memorandum briefs outlining their respective positions to the Arbitrator.

STATE OF WISCONSIN

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

In the Matter of the Petition of

WINNEBAGO COUNTY SHERIFF'S
PROFESSIONAL POLICE ASSOCIATION

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

WINNEBAGO COUNTY (SHERIFF'S
DEPARTMENT)

Case XLII
No. 17441 MIA-75
Decision No. 12518

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

Winnebago County Sheriff's Professional Police Association, having on December 12, 1973, filed a petition with the Wisconsin Employment Relations Commission requesting that the Commission initiate compulsory final and binding arbitration pursuant to Section 111.77(3) of the Municipal Employment Relations Act, for the purpose of resolving an impasse arising in collective bargaining between the Petitioner and the Winnebago County Sheriff's Department on matters affecting the wages, hours and conditions of employment of law enforcement personnel in the employ of said Municipal Employer; and the Commission, by Herman Torosian, having conducted informal investigations on January 17, January 30 and February 6, 1974, and during the course of such investigations, the parties having made known the facts material thereto; and the Commission 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 Winnebago County Sheriff's Professional Police Association, hereinafter referred to as the Association, is a labor organization and has its offices at Winnebago County Courthouse, Oshkosh, Wisconsin, c/o Dennis W. Herrling, 319 North Appleton Street, Appleton, Wisconsin.
2. That the Winnebago County Sheriff's Department, hereinafter referred to as the Municipal Employer, has its offices at the Winnebago County Courthouse, Oshkosh, Wisconsin.
3. That the Association at all times material herein has been, and is, the voluntarily recognized exclusive collective bargaining representative of law enforcement personnel in the employ of the Municipal Employer.
4. That on December 12, 1973, the Association filed a petition with the Wisconsin Employment Relations Commission, hereinafter referred to as the Commission, requesting the Commission to initiate final and binding arbitration pursuant to Section 111.77(3) of the Municipal Employment Relations Act, hereinafter referred to as MERA, with regard to an impasse existing between the parties with respect to wages, hours and working conditions affecting such law enforcement personnel for the year 1974; that on January 17, January 30 and February 6, 1974, the Commission, by Herman Torosian, conducted an informal investigation on

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said petition, during which time he attempted to mediate the issues existing between the parties; and that however, the parties were unable to reach an accord with regard to said issues and remain at impasse with respect thereto.

5. That the parties have not established any mutually agreed upon procedures for the final resolution of disputes arising in collective bargaining, and further, that the parties have not mutually agreed that the arbitration should not be limited to the last and final offers of each of the parties.

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) of MERA, exists between Winnebago County Sheriff's Professional Police Association and the Winnebago County Sheriff's Department with respect to negotiations leading toward a collective bargaining agreement for the year 1974 covering wages, hours and working conditions affecting law enforcement personnel employed by the Winnebago County Sheriff's Department.

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

CERTIFICATION

IT IS HEREBY CERTIFIED that the conditions precedent to the initiation of compulsory final and binding arbitration, as required by Section 111.77, of MERA, with respect to negotiations between Winnebago County Sheriff's Professional Police Association and the Winnebago County Sheriff's Department on issues of wages, hours and working conditions affecting law enforcement personnel employed by the Winnebago County Sheriff's Department have been met.

NOW, THEREFORE, it is

ORDERED

1. That compulsory final and binding final arbitration be, and the same hereby is, initiated for the purpose of issuing a final and binding award to resolve the impasse existing between Winnebago County Sheriff's Professional Police Association and the Winnebago County Sheriff's Department.

2. That Winnebago County Sheriff's Professional Police Association, file, in written form, its final offer as of December 12, 1973, or any final offers made subsequent thereto, on the issues remaining in said negotiations with the Winnebago County Sheriff's Department, with the Wisconsin Employment Relations Commission on or before March 8, 1974, and at the same time serve a copy thereof on the Winnebago County Sheriff's Department.

3. That the Winnebago County Sheriff's Department file, in written form, its final offer as of December 12, 1973, or any final offers made subsequent thereto, on the issues remaining in said negotiations with Winnebago County Sheriff's Professional Police Association, with the Wisconsin Employment Relations Commission on or before March 8, 1974, and at the same time serve a copy thereof on Winnebago County Sheriff's Professional Police Association.

4. That the parties select an arbitrator within ten (10) days after the issuance of this Order from the panel of arbitrators submitted to the parties in the accompanying letter of transmittal, by alternately striking four of the members from said panel for the selection of the neutral arbitrator; and thereupon the parties, or either of them, shall notify the Commission, in writing, of the name of the neutral arbitrator, and the Commission shall then issue an Order appointing said neutral arbitrator.

Given under our hands and seal at the
City of Madison, Wisconsin this 28th
day of February, 1974.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By Morris Slavney /s/
Morris Slavney, Chairman

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

Howard S. Bellman /s/
Howard S. Bellman, Commissioner

No. 12518

STATE OF WISCONSIN

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

In the Matter of the Petition of

WINNEBAGO COUNTY SHERIFF'S
PROFESSIONAL POLICE ASSOCIATION

For Final and Binding Arbitration
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WINNEBAGO COUNTY (SHERIFF'S
DEPARTMENT)

Case XLII

No. 17441 MIA-75

Decision No. 12518-A

ORDER APPOINTING ARBITRATOR

Winnebago County Sheriff's Professional Police Association having filed a petition with the Wisconsin Employment Relations Commission requesting that the Commission initiate compulsory final and binding arbitration pursuant to Section 111.77(3)(b) of the Municipal Employment Relations Act for the purpose of resolving an impasse arising in collective bargaining between the Petitioner and Winnebago County (Sheriff's Department) on matters affecting wages, hours and conditions of employment of law enforcement personnel in the employ of said Municipal Employer; and the parties having been furnished a panel of arbitrators from which they might select a sole arbitrator to issue a final and binding award in the matter; and the parties having advised the Commission that they had chosen Edward E. Hales, Racine, Wisconsin, as the arbitrator;

NOW, THEREFORE, it is

ORDERED

That Edward E. Hales, Racine, Wisconsin, is hereby appointed as the impartial arbitrator to issue a final and binding award in the matter.

Given under our hands and seal at the
City of Madison, Wisconsin, this 20th
day of March, 1974.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By Morris Slavney /s/
Morris Slavney, Chairman

Howard S. Bellman /s/
Howard S. Bellman, Commissioner

POSITION OF WINNEBAGO COUNTY

A. COMPARABLE COMMUNITIES:

It is the County's position that three counties, to-wit Brown, Fond du Lac and Outagamie, are the most appropriate and comparable communities involving employees performing similar services with those employees represented by the Association.

These counties are all located in northeastern Wisconsin. They are in a sense contiguous, are similarly paper industry oriented and offer similar recreational activities. In terms of size, Brown County has a population of 158,244, Winnebago County 130,011, Outagamie 119,429 and Fond du Lac 84,567. Of the four counties, two counties, Winnebago and Outagamie, are like peas in a single pod. three of the four counties have elected County Executives and Fond du Lac County has an appointed County Administrator. Nowhere in the State can you find four counties more similarly interested and intertwined than the four counties of Brown, Fond du Lac, Outagamie and Winnebago.

The plethora of comparables offered by the Association is not only inconsistent but ludicrous. If you will refer to the decision of the arbitrator in the final and binding arbitration involving the Appleton Professional Policemen's Association and the City of Appleton, Case XLVI, No. 16107, MIA-17, Decision No. 11597-B as decided by Mr. Russell L. Moberly on August 12, 1973, in which Mr. Dennis W. Herrling, Attorney for the Association in the instant arbitration matter, also represented the Police Association, nowhere can it be found that any counties were used as comparables. Only cities were used as comparables, to-wit, Appleton, Oshkosh, Neenah, Menasha, Fond du Lac and Green Bay. If it was appropriate to use counties as comparables, I am confident that the City of Appleton, the Appleton Professional Police Association of Mr. Moberly, the arbitrator, would have used counties. In other words, Mr. Moberly chose to compare apples with apples', not 'oranges with apples'.

Choice of counties used by the Association represent dots on a map covering the entire State of Wisconsin. The only rationale for selection of such counties can be population. The County submits that population alone is not enough. The area of negotiations influence between counties of similar population and interests would seem to be a more reasonable basis for comparison. Winnebago County's negotiations with all of its employees are affected by settlements reached in the Counties of Fond du Lac, Outagamie and Brown. No other counties realistically affect those settlements.

B. COMPARISON: FINAL OFFERS:

The final offer of the Association is attached hereto and identified as "COUNTY BRIEF EXHIBIT 6". The final offer of the County is attached hereto and identified as "COUNTY BRIEF EXHIBIT 7". The Association's final offer relates principally to the following areas:

- Equality of fringes for jail personnel;
- Workweek;
- Across the board increase.

Throughout the negotiation process, it was difficult for Winnebago County to determine which of the three areas heretofore mentioned were of primary concern to the Association. The Association refused to indicate other than all three areas were involved. The County was unable to respond to the three areas for the following reasons:

- 1974 settlements with other units of Winnebago County employees were in the 6% bracket;
- 1974 settlements with similar employees by counties within the area of comparison to Winnebago County were settling in the near to same bracket;
- The wage price guidelines placed a limit of 5.5% on such settlement.

When the time came for a final offer to be made, the County had to determine which of the three areas the County should address its offer. The County determined it would be inappropriate to place its offer in the shorter workweek because that would not place any additional dollars in the employee's pocket to meet the increased cost of living. The County then determined that the best response it could make was by placing a significant number of dollars on the salary structure and to make additional movement in the area of equalizing the fringes of jail personnel. It should be observed that the County's offer of \$50.00 per month for police officers, juvenile officers and sergeants exceeds the requested increase in salaries indicated in Item #10 of the Association's final offer. This is just one more example of how the County's final offer is more realistic than the Association's final offer. The total cost of the County's salary and jail personnel package exceeded 6% but when measured by the requirements of the wage-price guidelines, did not exceed such guidelines. The County realized that other costs were involved but were not readily calculable. However, inasmuch as these additional costs related to catch-up for the jail personnel, the County felt it appropriate to move in that direction notwithstanding the additional cost. It has been the County's practice over recent years to expend some additional dollars each year within the Jail Department so that within a reasonable time, the jail personnel will receive fringe benefits similar to those received by other County employees. That is why Item #8 on the County's final offer includes a re-opener for 1975 on fringe benefits for the head jailer, deputy jailers and deputy matrons.

The Association has requested that jailers, matrons and radio dispatchers be reclassified to hazardous occupation. Apparently this will enable those employees to participate in improved benefits under Chapter 41, Wis. Stats.. A copy of said Chapter is attached hereto and identified as "COUNTY BRIEF EXHIBIT 12". It has always been the County's position that a determination of whether an employee is, in fact, hazardous occupation participant is a decision to be made based on the criteria indicated in Chapter 41. Such a determination is not negotiable between the County and the Association. There is a statutory procedure by which such a determination can be made and it is and has been the County's position that the Association pursue the statutory procedures concerning those employees. (Association Request #6 - "COUNTY BRIEF EXHIBIT 6")

The County has improved the sick leave accumulation per the Association's request.

The County has made a concession in the area of Workmen's Compensation.

The County has agreed to some additional language concerning the filing of grievances.

The County has made a concession concerning payment to officers for court appearances.

What the County hasn't done is grant all the requests the Association has indicated.

CONCLUSION

The key to the entire collective bargaining process between the County and Association, and this includes negotiations at the bargaining table, mediation, fact finding and final arbitration, should be "responsible wage behavior" as was pointed out by Mr. Moberly in the Appleton arbitration matter. There is absolutely no evidence in the record of elsewhere to suggest a gross inequity requiring a 16% increase be granted to the employees in the Winnebago County Sheriff's Department.

The County has exercised its powers and responsibilities to act for its citizens and the good order of Winnebago County by complying with the requirements of Wis. Stats., Sec. 111.70, and Sec. 111.77, as relates to all of its employees. The final offer of Winnebago County is most certainly in the public interest. All of the employees of Winnebago County and all of the citizens of Winnebago County are affected by the same inflationary and cost of living trends. Although all persons are not affected in the same manner by such trends, there isn't any evidence in the record to show that the Sheriff's Department employees have been more adversely affected by such trends and, therefore, are entitled to a substantially higher wage and fringe benefit package for 1974 than those County employees who have previously settled in the 6% bracket.

Congressman William A. Steiger, in a recent news release, said:

"The termination of wage and price controls has coincided with one of the highest rates of inflation in our history. It's clear that controls haven't succeeded in stabilizing our economy. Designed to suppress cost-push inflation, they've been mildly successful in this effort. But the changing nature of inflation over the last two years has only made the economy less responsive to controls. This has led to confusion and disruption of our market economy."

He went on to say:

"If voluntary restraint is not successful, I'm afraid demands will be made to reimpose government controls. This would be exceedingly shortsighted."

No one, and this includes municipal employers, really wants to negotiate within the framework of wage controls. Usually what happens is the maximum established by wage-price guidelines becomes the minimum for settlement of contracts without giving any consideration whatever to the circumstances which may exist on either side of the bargaining table.

The negotiations process for a 1974 labor agreement with the Association has been frustrating. It appeared right from the outset that the Association's goal was final and binding arbitration. The original requests ("COUNTY BRIEF EXHIBIT 1") exceeded 30% and remained virtually unchanged until the final offer ("COUNTY BRIEF EXHIBIT 6"). Now the only choice is between the County offer and the Association offer. The County's offer is based on fairness while the Association's offer seeks to take advantage of the County and the final and binding arbitration process. Therefore, the County respectfully requests the arbitrator select the final offer of Winnebago County and issue an award incorporating that offer for the calendar years 1974 and 1975.

Respectfully submitted,

/s/ Gerald L. Engeldinger
Gerald L. Engeldinger
Corporation Counsel
Attorney for Winnebago County

Dated: June 28, 1974

ASSOCIATION'S POSITION

The County did not contend that its financial situation made it impossible for the County to assume the costs of an award which would implement The Association's final offer, and that factor, therefore, need not be considered by the arbitrator. This principal was considered in an award of April 18, 1974, by Harry H. Herman Rauch, impartial arbitrator, in the case of Door County, Wisconsin vs. Door County Sheriff's Dept. Employees' Union, Wisconsin Employment Relations Commission Case No. XIII1750-MIA-84 Decision No. 12400-A.

The number of issues and the confusion in language and the necessity for entering into a stipulation with regard to certain items at the outset of the arbitration hearing, indicate that negotiations in regard to this contract were woefully inadequate, thereby making the arbitrator's decision more difficult. The Association's position is that the County failed to be responsive to an eminently inequitable situation with regard to its jail personnel, the work week and in addition, that they proposed regressive modifications.

OVERTIME RATE

In that regard, the County's unilateral implementation in November of a change in computing time and a half on the base rate, in spite of the fact that the contract was in the process of negotiation; and that it had been computed differently in the past, shows bad faith and was the cause of a deterioration of the negotiating process. The Association's request (base plus longevity plus school credits) is the way it had been done and should continue to be done.

The personnel director, Mr. Lang, indicated that he changed it simply because he felt it was a mistake even though it had been done another way previously. This alone ought to mitigate against acceptance of the County offer simply because he had been personnel director for a period of time only slightly in excess of one year, and could not possibly have had knowledge of the intent of the parties at such time as they negotiated the contract. Certainly the previous administrator of the contract would have had knowledge of the intent and implemented the intent accordingly.

Were this an unfair labor practice or an arbitration upon a grievance, I can not believe that any other conclusion would be reached than that the County was guilty of an impropriety in establishing such a unilateral change.

VACATION TIME

The County proposal on changing the vacation time so that vacation time shall not be scheduled for less than one work week at a time is another regressive proposal, and substantially no evidence was presented as to the necessity for such a proposal.

PROFESSIONAL IMPROVEMENT

The County's proposal for modification of the Professional Improvement Program requiring participating officers to schedule their classroom attendance during their normal off duty hours was not substantiated by any testimony, and as a matter of fact, substantial testimony was adduced by the Association indicating that there was no problem, there would be no problem and it ought to continue as it has in the past.

ECONOMICS AND WORK WEEK

Essentially, the major conflict of the parties revolves around:

1. The establishment of a reduced work week, and the increase in wages.
2. The treatment of the jail personnel.

The County attempted to establish the fact that the reduced work week would cost Twenty Six Thousand Four Hundred (\$26,400) Dollars because of the necessity of adding additional personnel, but then admitted the fact that it intended to increase personnel anyway.

As previously stated, the County did not attempt to establish that its financial situation made it impossible for the County to assume the cost of an award in favor of the Association's final offer, therefore, that factor need not be considered.

The Association attempted both through its presentation of wage and work week information concerning the Counties listed on the charts and its analysis of the completed settlements with respect to patrolmen, detectives, sergeants, and jail personnel in the area, to establish that Winnebago County, being seventh in size, based upon its crime rate and the incidence of crime in the area is appropriately to be compared with the more urban areas of the state. The chart establishing the rates paid to the corporation counsel, personnel directors, etc. established that in those occupations, Winnebago County is competitive and even higher than many of the counties that the Association used for comparison of the police personnel rates.

The statistics presented show Winnebago County to be seventh in population, and seventh in assessment in the state of Wisconsin. The crime statistics show Winnebago County as busy or more busy than the other counties used for comparison.

The Association presented testimony to establish that the basic function of the County Policemen in Winnebago County is identical in nature to that of the policemen in the cities of Oshkosh and Neenah. The County made no attempt to rebut that testimony. It seems that historically city policemen have been paid more than county policemen, but the fact of the professionalism of those county traffic patrolmen, investigators, detectives and sergeants is more and more being recognized. The fact that they are called upon to do identical work ought to mean that they are entitled to similar pay, and it would be appropriate to determine what is necessary to hire qualified personnel by examining the job market for police personnel in the area. In that regard, it is therefore most appropriate to consider the cities of Oshkosh, Menasha, Neenah, which are hiring police personnel in the area, as well as Fond du Lac and Appleton.

In that comparison, on the basis of the patrolmen, detectives, sergeants, and lieutenants, Winnebago County, as set forth in Association's exhibit falls short both in work week and wages.

It was established primarily in the cities mentioned, and as set forth in the chart on the counties, that a thirty seven and one half hour work week predominates for police personnel. Policemen are called upon to work nights, Sundays, holidays and to expose themselves to situations of extreme danger and possibly serious injury. During the prime periods of time, weekends and holidays, when individuals most desire to spend time with their families, the policemen are required because of the nature of their occupation to be on duty. One method of compensation for the inconvenience and undesirable scheduling requirements is to reduce the work week so that the policemen can have more time off for extended periods with his family at other times. The work week of other county personnel on a forty hour basis, for instance, would be welcomed, I am sure, by most police officers if they would know that they would have every week end and every holiday off without interruption.

The Association has in its offer applied the appropriate cost figures to the reduced work week, and those figures have been presented to the arbitrator. The Association's offer, costing the reduced work week in, would amount to an 8.46% raise. In Beloit, Wisconsin, a one-year contract calling for about a 15% pay increase was approved by the city of Beloit and its Police Patrolmen's Association. According to the U.S. Dept. of Labor, Bureau of Labor Statistics, the cost of living for all items was 127.3 in December of 1973 (figuring 1967 as the base year of 100) and through April of 1974, it was 144.3. The last raise for this unit was as of January 1, 1973. Since that time, the cost of living has risen 12.99% through April, 1974. This last month indications are that the cost of living has out-distanced any previous period. On the basis of these factors alone, the Association's request is modest and not out of line.

RE-CLASSIFICATION

The balance of the Association's requests are in keeping with the needs peculiar to law enforcement officers. The County offered no testimony to rebut the Association's position that the reclassification of jailers, matrons and radio operators to hazardous occupations was appropriate. As a matter of fact, chief Jordan indicated that one of them was classified as a hazardous occupation and the other one was not, and that they did approximately the same duties.

WORKMEN'S COMPENSATION

Establishment of a workmen's compensation differential is almost a standard clause in police contracts in the area. Based upon the exposure to serious injury and danger that a policeman faces, it is a most appropriate addition.

DRY CLEANING

The request for pay for drycleaning uniform and non-uniform personnel, because of the rigors of police work and the possibility of damage to equipment is another necessity.

COURTROOM PAY

Police officers obviously face additional exposure to court room appearances and testimony and are required to testify in both criminal and civil cases. The Association has felt that the present contract gave that protection, but the County has refused to apply it as requested by the Association and a grievance is pending. In order to obviate the necessity of carrying through on the grievance and so that there is no question about the import of the language, the amendment was requested to provide for payment for all court appearances.

GRIEVANCES

The Association is intimately concerned with the integrity of the entire contract, therefore, the right of the Association to file a grievance where the contract is not being followed and an individual may be reluctant to do so, is a necessary item. The possibility of intimidation of individuals to prevent them from filing grievances, thereby causing defacto violation of the contract, is a significant one to the Association.

JAIL PERSONNEL

In addition to the morale factor, the work week, and those items that have been discussed, perhaps the single most significant factor is improvement of the fringe benefits of the jail personnel. The stipulation for equality in regard to Article VIII, extra time, Article IX, call-in provisions and Article X, court appearances, is insufficient.

Under any comparison, the pay for Winnebago County jail personnel is completely out of line. The Neanderthal approach of the administration to pay for the jail personnel was very eloquently expressed by Mr. Lang when he indicated he felt that a jail matron should not necessarily be paid anymore than a cook.

Arbitrator H. Herman Rauch, in the Door County, Wisconsin vs. Door County Sheriff's Dept. Employees' Union case previously cited, approved pay for a classification of communications and security deputy (jail personnel) of hiring rate of \$593, from six months onward \$625, after 18 months, \$657. Association's exhibit number eight placed Winnebago County at the bottom of the scale in comparison with Rock, Kenosha, Sheboygan, Washington, Waupaca and Outagamie County.

Perhaps the Association was dilatory in not even requesting more for the jail personnel. For instance, parity with the matrons, since they perform essentially the same duties as the men should be explored. But it was felt that the other requests, first of all with regard to fringes i.e. court call and time, payment of retirement pay, overtime pay, work week, and payment of overtime on the same basis as the rest of the unit (i.e. base pay plus longevity plus professional improvement pay) were important matters to address ourselves to this year. In the next year, in requesting a cost of living increase and parity for the entire unit in all fringe benefits, further improvements would be made. Particularly in view of the woefully inadequate pay received by the jail personnel, it is unbelievably discriminatory not to provide them at least with the same fringe benefits that other members of the Association have.

The absolute fact is that even if the County's wage increase were to be implemented at the top of the scale, matrons would receive almost \$200 less for doing the same work as the matrons in Outagamie County are doing. Their starting equivalency rate of \$400 compares with Outagamie County's at \$553. The jail personnel as far as the men are concerned are grossly underpaid by comparison as plaintiff's exhibit A shows.

COMPARABILITY FACTORS

It is always difficult for parties in the public sector to present data which in respect to other jurisdictions' employments compare precisely. It is understood that the factors required by Section 111.77 (6) of the Wisconsin Statutes must be given weight. One of those factors, and in this case because of the gross inequity, we feel one of the most significant factors, is the disparity in pay for the jail personnel.

In the Door County case, Arbitrator Rauch (citation previously supplied) indicated on page seven, "In this case, for example, the County shows that between 1968 and 1973, the wage rate for its sheriffs deputies rose nearly twice as rapidly as the cost of living increased during that period. This is impressive until one notes that the annual salary for those deputies was \$4,950 in 1968 and that an 18.79% increase was granted the following year to bring that rate up to what the study of the County's pay structure, made by the Wisconsin State Bureau of Personnel, found appropriate in order to bring the deputys in line with the pay scale in comparable employments. Probably more surprising is the fact that only three years later based on another study by the same state agency, the County found it necessary to grant a 16.07% increase for 1972 in order to bring its salary scale for sheriffs deputies in line with the rates the study found to prevail for comparable employments."

In balance it is submitted that the Association has attempted to address itself to items that predominate in contracts for police personnel in the area and in communities of comparable size and crime incidence. In conformity with the test of 111.77(6);

1. Nothing the Association suggests imposes upon the lawful authority of the employer.

2. The stipulations of the parties are part of the record, and there is no problem in that regard.

3. The County has shown nothing to indicate that the interest and welfare of the public are adversely affected. The County has presented no evidence that the financial ability of the unit of government to meet these costs is insufficient.

4. The Association feels strongly that comparison of the wages, hours, and conditions of employment of the Winnebago Sheriff's employees with the wages, hours, and conditions of employment of other employees performing similar services, indicates that the Association requests were moderate.

5. The average consumer price for goods and services has been mentioned previously in this brief and is a matter of concern in all sectors of the economy.

6. The arbitrator must draw his own conclusions as to the overall compensation presently received. I would point out that whatever is involved, it will be a two-year agreement, equality with respect to the matrons and jail personnel fully is delayed until next year. Increase in the cost of uniforms and increases in uniform allowances is not out of line. There is no provision for continuation of hospitalization and surgical insurance from the newly legislated retirement age to eligibility for Medicare. Night shift differentials are not provided for. Improvements by additions to hospitalization plans i.e. dental insurance are not provided for. The Association provided the arbitrator with copies of other contracts in the area substantially so that the arbitrator could draw his own conclusions.

7. Increases in the cost of living as set forth previously on a continued month to month basis are significant changes in circumstances during the pendency of the arbitration proceedings.

It is respectfully submitted that under all of the tests the Association's last offer ought to be the one chosen by the arbitrator.

Implementation of the reduced work week should be directed by the arbitrator, since we are past the July 1st date when it begins.

Retroactive wages ought to be ordered to be paid in a separate check for the greatest convenience in figuring its appropriateness and for the least possible tax effect on the personnel.

Respectfully submitted,

DENNIS W. HERRLING
Attorney for Winnebago County
Professional Police Association

Prepared By:

Gerald E. Lang
Personnel Director
September 27, 197

Winnebago County requests the following changes be incorporated into the upcoming labor agreement with the Winnebago County Sheriff's Professional Police Association.

1. Grievance Procedure:

Change reference of Labor Relations Committee in Steps 2 and 3 to Director of Personnel of Winnebago County.

2. Extra Time:

Time and one-half to be computed on base rate.

3. Sick Leave:

Possibly agree I will take a
one at some language
a. An employee shall be eligible to use accrued sick leave with pay for a period of absence from employment which is due to his personal illness, bodily injury or exposure to contagious disease. ~~and~~
~~County does not consider pregnancy or injury re-~~
~~sulting from supplemental employment as being~~
~~covered by paid sick leave.~~

b. To be eligible for paid sick leave an employee must:

- (1) Report to the Chief Deputy, or other designated employee, at least one (1) hour prior to the scheduled time for work.
- (2) Inform the Chief Deputy, or other designated employee, where he may be contacted during the time of his normal duty shift.
- (3) Permit the County to make medical examination or nursing visit as it deems desirable.
- (4) Submit a physician's statement as to the nature of illness or injury and its probable duration for absences of three (3) successive working days or longer.

4. Vacations:

Vacation time shall not be for less than one (1) work-week at a time.

5. Longevity Plan:

Delete.

6. Professional Improvement Program:

- Can't get them know as soon as possible what they switch classes*
- a. Officers should notify the County what courses they will be taking and the anticipated cost to the County. Notification should be made by June 30 of the year prior to the budget year for which notification is being made. *Officers shall be required to notify the Co. as soon as any switch in classes is made.*
- b. Participating officers eligible for federal grants to provide payment for books and/or tuition shall apply for such grant.
- c. The County will reimburse to the participating officer such sums as are necessary to provide the required books and for the payment of tuition for the courses in the aforementioned Police Administration Program which are not eligible for federal grants.
- d. Reimbursement for books will be made at such time that books ~~are~~ turned into the Sheriff's Department Library *upon completion of the course*
- e. Participating officers must schedule their classroom attendance during their normal off-duty hours. *Wherever possible otherwise*
- f. Limit program to police officers presently employed.

7. Payday:

Payday shall be the 8th and 23rd of each month for the pay periods ending the last day of the previous month and the 15th of the month respectively.

8. Duration:

Two year agreement.

REQUESTS -- 1974 CONTRACT OF
WINNEBAGO COUNTY SHERIFF'S DEPARTMENT

- at issue*
1. Payment to all members of the bargaining unit the same fringe benefits.
 2. Conversion of all members of the bargaining unit to a pay scale predicated upon a monthly basis, rather than an hourly basis (i.e., matrons are the only ones listed on the pay scale as being paid on an hourly basis) *will put matrons on an equivalent monthly basis.*
 3. \$20.00 across the board wage increase for all members of the bargaining unit with the exception of sergeants with a \$65.00 wage increase for sergeants and with the exception of the head jailer, whose pay category should be altered and established at a top patrolman's salary plus \$10.00.
 4. Reduction of the work week to a 6-3, 6-3 basis with a 15-minute resumé time and appointment of a committee to assist in implementation of the new schedule.
 5. Increase of the uniform allowance to \$200.00 with a committee formed to look into the purchase of ~~more~~ *less* inexpensive uniforms.
 6. Replacement of uniforms ruined in the course of duty at county expense, ~~and~~ *or* payment by the county of the cost of dry cleaning uniforms.
 7. Because of the new retirement law and the substantial gap between age 55 and an officer's eligibility for medicare benefits, it is requested that sick leave accumulation be expanded to a maximum of 120 days. Upon retirement each day of unused sick leave would be converted into a month paid up hospital and surgical insurance. The County would continue in full force and effect, health insurance coverage for any retiring employee and would pay one month's premium for each day of sick leave accumulated and unused at the time of the officer's retirement. (For example, an officer retires with 30 days of sick leave unused, the County would be obligated to continue his group health insurance for a period of 30 months at no cost to the retired employee.) This provision would have the effect of avoiding abusive sick leave since the premium would be placed on accumulation of sick leave days and in addition, it would fill the substantial gap during a period of time when an officer must retire and because of advanced age would have a difficult time obtaining hospital insurance.
 8. Because of the inconvenience, difficulty and attendant problems, a night shift differential is fair. Rather than separate the two night shifts - 3 to 11 and 11 to 7, a night shift differential of \$0.20 per hour is hereby requested.

9. On the basis of the County's practice in failing to properly classify radio men and jailers as hazardous duty classification, further, upon inquiry with the state which indicates management has the option to classify these people as such, and further, based upon the substantial and serious affect this has upon the individuals involved and their retirement benefits, it is hereby requested that all radio men and jailers receive hazardous duty.
10. An additional paid floating holiday is hereby requested. *+ matrons*
11. In order to avoid the appearance or the possibility of an individual officer being intimidated to the extent that he is afraid to present a grievance because of the attention that will be called to him and possible pressure from management, it is hereby requested that the grievance language be modified to permit the Association to present the grievance at the first stage even though the employee may not do so. The Association has a substantial and clear interest in protecting the integrity of the contract and this is a necessary provision in order to do so.
12. During the last negotiation, requests were made for change in the contract language to assure that any officer required to appear in Court either in Winnebago County or in any other county would be compensated under the provision set forth in Article X, a simple paragraph adding that there would be no difference for this purpose, in appearance in Court in Winnebago County or in any other County, would suffice.
13. Request is made that the professional improvement program provision set forth in Article XX be modified to provide for acceptance for full accreditation for curriculum subjects applicable to the police science program instituted by Fox Valley Technical Institute of Appleton, Outagamie County, Wisconsin. The County currently recognizes and participates in FVTI sponsored training programs, all cadets of the WCSO are currently enrolled in the police academy through FVTI for the mandatory 240 hours as per state law for all newly trained full time police officers. Also each year all officers of this department are subjected to mandatory in service training as offered by FVTI which is oriented to the surrounding departments. FVTI credits are fully accepted for transfer to many colleges and universities and accreditation is being processed through the North Central Association of Colleges and Universities.
14. Modification of Article XX is suggested as follows: "For every 3 credits or their equivalent obtained in the police administration program offered by the University of Wisconsin-Oshkosh, or credits equivalent as certified by the University of Wisconsin-Oshkosh, or the police science technology curriculum offered by the Fox Valley Technical Institute, the officers shall receive the sum of \$5.00 per month. Payment as provided herein shall be in addition to any other salary or benefits to which the officer may be entitled and payment shall be made in the first pay period immediately following

evidence of satisfactory completion of the courses of instruction above described.

15. Because of police officers exposure to the possibility of injury related to their work, it is hereby requested the provision be inserted in the contract as follows: "In the event any officer becomes entitled to and receives Workmen's Compensation under Chapter 102, Wisconsin Statutes, his workmen's compensation will be supplemented so that he will receive his full salary during said period. This shall be accomplished by the officer endorsing his workmen's compensation check to the county and the county then paying the officer his full salary for the period covered by said check."
16. Overtime may, solely at the option of the employee either be paid for in cash or on the basis of equivalent compensatory time off. Such comp time to be administered in the same fashion as it is presently. This is an item which would not cost the county any money and as a matter of fact, would provide a saving of payment of cash for overtime if the employee so requested.

#17 income protection plan

S U M M A R Y

We have agreed to the County's Number 1 - Grievance Procedure request, Number 3 - Sick Leave - Paragraph A as follows:

"An employee shall be eligible to use accrued sick leave with pay for a period of absence from employment which is due to his personal illness, body injury or exposure to contagious disease."

Paragraph B - Items 1 and 4 are from the old contract; Items 2 and 3 are new requests and are at issue.

Number 4 of the County's requests is at issue.

Number 5 of the County's requests is at issue.

The County's Number 6 request has been agreed as follows:

Paragraph A.

"Officers, if possible, should notify the County what courses they will be taking and the anticipated cost to the County. Notification should be made by June 30, if possible, of the year prior to the budget year for which notification is being made. Officers shall be required to notify the County as soon as any switch in classes is made."

Paragraph B.

"Participating officers eligible for federal grants to provide payment for books and/or tuition shall apply for such grants."

Paragraph C.

"The County will reimburse to the participating officers such sums as are necessary to provide the required books and for the payment of tuition and for the courses in the aforementioned police administration program, provided that the officer has first attempted on his own to secure funding through federal and other sources and has produced evidence that he has been successful in so doing. The County will not provide reimbursement that will result in duplication of benefits."

Paragraph D.

"Books will be turned into the Sheriff's Department Library upon completion of the course."

County requests E and F under the Professional Improvement are at issue.

Paragraph Number 7 - Payday - is at issue.

Paragraph Number 8 - Duration - two year - is at issue.

November 15, 1973, the County proposed language intended to solve a grievance that had been filed in substance as follows:

"Any officer scheduled to appear outside Winnebago County and in an adjoining county, then that day becomes a regularly scheduled day subject to overtime provisions. If court appearance is for less than a regularly scheduled work day, the officer shall return to the Sheriff's Department for duty assignment to complete the day. Any witness fee received by the officer for such appearance shall be turned over to the Sheriff's Department. A replacement day off shall be scheduled."

(This also is at issue.)

Association requests at issue are Numbers 1, 2, 3, 4, 6, 7, 8, 9, 11, 12, 13, 14, 15, 16 and an additional request Number 17, which is an income protection plan funded by the County.

At the December 10, 1973 meeting the County offered in response to Association Request Number 2 to express the matron's pay in a monthly figure, but not to give any guarantee of a minimum number of hours.

County then offered two-year agreement, January 1, 1974 across the board increase for top patrolmen - \$24.00, January 1, 1975, across the board increase for top patrolmen - \$25.00; matrons, January 1, 1974

across the board increase \$13.50 per month at the top step, January 1, 1975 - \$14.00 across the board increase for matrons at the top step. (The County had not converted the other matrons wages but indicated that they would receive raises in the same ratio and per cent.) County indicated juvenile officers, sergeants, investigators would receive the same across the board raise as the police officers.

The Association responded reducing across the board increase for patrolman to \$49.50, dropping Number 5 and 10 of their requests.

County refused to give any response or change their response to that whereupon both parties agreed they were at impasse.

May 9, 1974

WINNEBAGO COUNTY

"COUNTY BRIEF EXHIBIT"

Amended Final Offer on Unresolved Issues
Case XLII No. 17441 MIA-75

ASSOCIATION'S REQUESTS

1. Fringe Benefits. The County proposes to provide the same language and benefits for the Head Jailer, Deputy Jailers and Matrons as the Police Officers, Juvenile Officer, Sergeants and Investigators in Article VIII, Extra Time; Article IX, Call In Provisions; and Article X, Court Appearances. The County further proposes to grant the Head Jailer, Deputy Jailers and Matrons an annual uniform allowance in the amount of \$75.
2. Conversion of Matrons to Monthly Pay Scale. The County proposes to pay matrons on a monthly basis.
3. Wage Increase. Retroactive to January 1, 1974, for those employees on the active payroll as of May 16, 1974, \$50 increase to the maximum monthly salaries of Police Officers, Juvenile Officers, and Sergeants; \$30 increase to the monthly salary of Investigators. The Head Jailer shall receive a monthly salary which is \$215 more than the highest deputy jailer step (\$50 per month increase). Jail matrons shall receive a 6% increase:

<u>Jail Matrons</u>	<u>1973 Hourly Rate</u>	<u>1973 Monthly Rate</u>	<u>1974 Monthly Rate (1973 rate x 6%)</u>
Less than 6 mos.	2.07	377.78	400.45
6 mos. - 1½ yrs.	2.14	390.55	413.98
1½ yrs. - 2½ yrs.	2.21	403.33	427.53
2½ yrs. - 3½ yrs.	2.32	425.40	448.80
Over 3½ yrs.	2.46	448.95	475.89

4. Reduction in the Work Week to (6-3) (6-3) Schedule. The County response is "NO."
5. Increase Uniform Allowance. Dropped by Association.
6. Replacement of Ruined Uniforms and Furnished Dry Cleaning. The County response is "NO."
7. (a) The County agrees to extend maximum sick leave accumulation from 90 days to 120 days.
(b) Paid Hospital and Surgical Insurance at Retirement. The County response is "NO."
8. Night Shift Differential. The County response is "NO."
9. Classify Radiomen and Jailers as "Hazardous Duty." The County response is "NO."
10. Paid Floating Holiday. Dropped by Association.
11. Association Filing Grievances at First Step. The County

proposes, "If an individual has a grievance, he must file the grievance as an individual. If more than one individual has a grievance, the Association may file, providing the time limits are adhered to by the Association."

12. Pay for Court Appearance. The County proposes, "In any criminal action case, forfeiture case, coroner's inquest, or fire marshall hearing, the County will pay time and one-half if the officer must appear on his regular scheduled day off. If a fee or mileage allowance is received, he must turn the fee and/or allowance in to the County Treasurer."
13. Professional Improvement Program Expansion to Fox Valley
14. Technical Institute Curriculum. The County proposes, "An officer may either participate in the Police Administration Program offered by the University of Wisconsin - Oshkosh as detailed in the 1973 agreement with the 36 credit limit or participate in the Police Science Technology Program offered by the Fox Valley Technical Institute with the 36 credit limit. Officers who have taken courses at UW - Oshkosh may transfer to the FVTI courses that FVTI recognizes in their Police Science Program and accepted by them will be recognized for payment, but in no event will an officer be entitled to earn more than \$60 per month in the Professional Improvement Program. No officer shall obtain payment for more than twelve (12) credits accumulated in any calendar year."
15. Workmen's Compensation. Under present law, Workmen's Compensation is not paid for the first three (3) days of industrial illness or injury unless the person is off for over eleven (11) days, at which time the first three (3) days are then paid. In instances where the first three (3) days are not paid the employee, the County will allow the employee to elect to use sick leave credit for these days.
16. Overtime in Time Off or Pay at Employee's Option. The County response is "NO."
17. Incorporate an Income Protection Plan paid by County. The County response is "NO."

NEW ISSUE / Vacations. The County agrees to amend the vacation provision to provide that a vacation may be taken in the calendar year of the anniversary date in which it is earned. An employee who terminates his employment or has his employment terminated for any reason shall be compensated for all earned vacation unused as of the date of termination. The employee shall reimburse the County for any vacation time taken but not earned at the time of his termination.

COUNTY'S REQUESTS

1. Delete Labor Relations Committee and Add Director of Personnel in Grievance Procedure. Association has tentatively accepted.

2. Time and One-Half to be Computed on Base Rate. The County modified its proposal to, "Time and one-half to be computed on base rate plus longevity."
3. Sick Leave.
 - (a) Association has tentatively accepted, "An employee shall be eligible to use accrued sick leave with pay for a period of absence from employment which is due to his personal illness, bodily injury, or exposure to contagious disease."
 - (b) The County drops this request. Present language to remain in contract.
4. Vacation Time Shall Not be Scheduled For Less Than One (1) Work Week at a Time. The County holds on this request.
5. Delete Longevity Plan. The County drops this request.
6. Professional Improvement Program. Tentative agreement has been reached in requests (a), (b), (c) and (d).
 - (c) Participating Officers Must Schedule Their Classroom Attendance during Their Normal Off-Duty Hours. The County holds on this request.
 - (f) Limit Program to Police Officers Presently Employed. The County drops this request.
7. Pay Day. The County modifies its proposal to: Employees to be paid bi-weekly (26 pay periods per year) with a one week holding period. Implementation will be on a gradual basis with a one day movement each pay period until the one week holding period is achieved.
8. Duration. The County modifies its proposal to a two year agreement with a reopener for 1975 on wages and fringe benefits for Head Jailer, Deputy Jailers and Jail Matrons.

AMENDMENT TO FINAL OFFER

WINNEBAGO COUNTY SHERIFF'S PROFESSIONAL POLICE ASSOCIATION AMENDMENT TO FINAL OFFER IN THE MATTER OF FINAL AND BINDING ARBITRATION INVOLVING LAW ENFORCEMENT PERSONNEL IN THE EMPLOY OF WINNEBAGO COUNTY SHERIFF'S DEPARTMENT.

1. Retroactive application of the contract to January 1, 1974, except as set forth in Number 9 herein.
2. Twenty-six (26) pay days with a one (1) week holdback.
3. One Hundred Twenty (120) days sick leave accumulation.
4. Equality of fringes for jail personnel in the following areas:
 1. Payment of overtime on the same basis as the balance of the bargaining unit (overtime computed on the basis of base pay plus longevity plus professional improvement pay - gross hourly earnings)
 2. Same work week as the rest of the bargaining unit
 3. Same provision for overtime pay
 4. Same payment of retirement pay on the same basis
 5. Court call-in time on the same basis
 6. Professional improvement plan on the same basis.
5. Adjustment upward of the hourly rate of pay for matrons by 5% (i.e., \$2.17, \$2.25, \$2.32, \$2.44, \$2.58 - multiply each of these new hourly rates by 42 hours - present work week - then divide by 37 1/2 ^{hourly} hours - new work week - in each instance to establish the new ^{hourly} rate.
6. Reclassification of jailers, matrons and radio to hazardous occupations.
7. Payment of a workmen's compensation differential by insertion of the following provision:

"In the event any officer becomes entitled to and receive workmen's compensation under Chapter 102, Wisconsin Statutes, his workmen's compensation will be supplemented so that he will receive his full salary; such supplements shall continue for a period of 25 weeks."

8. County shall pay for dry cleaning for both uniform and nonuniform personnel \$6.00 per month and the County shall replace uniforms and items of personal property and equipment ruined in the course of duty.
9. Establishment of a 6-3 work week, commencing July 1, 1974.
10. Across the board raise for all officers and deputy jailers of \$40.00 per month. Increase in sergeants pay rate by \$50.00 per month and change of the head jailer category providing for equal pay with the top patrolman category.
11. County request amendment of the contract to provide for payment for all court appearances, criminal or civil, whether in or out of the county, whether compensated or not, by amendment of Article X, Page 8 of the court appearance contract, simply clarifying that the compensation called for therein shall be applied to both civil and criminal cases and both in and out of the county.
12. Request amendment of the contract to specifically provide that the Association has the right to file a grievance.
13. Request amendment of the vacation provision of the contract to provide that a vacation may be taken in any calendar year in advance of the anniversary date, based upon vacation to be accrued as of the anniversary date of hiring during the year.
14. We request a two-year contract with a wage re-opener and removal of discrimination with respect to payment of the balance of fringes for the jail and matron personnel, deputy jailers, giving them full equality of payment of all fringes with the balance of the bargaining unit.
15. All items previously agreed to in negotiations.

ITEMS IN DISPUTE

1. Overtime Pay Computation
2. Scheduling of Vacations
3. Professional Improvement Plan
4. Workmens Compensation Benefits
5. Filing of Grievances
6. Pay for Court Appearances
7. Uniform Allowance
8. Reclassification of Jail Personnel to Hazardous Occupation.
9. Wage Increase
10. Reduction of Work Week

ITEMS STIPULATED

1. Fringe Benefits- Same benefits to all personnel
2. Sick Leave - 90 to 120 days and employee can use accrued leave with pay for permanent illness, injury and disease.
3. Professional Improvement Program Expansion to Fox Valley Technical Institute curriculum.
4. Vacation- To be taken in calender year of the anniversary date in which it is earned.
5. Delete Labor Relations Committee and Add Director of Personnel In Grievance Procedure.
6. Pay Day - 26 pay periods per year.
7. Two year contract with 1975 re-opener for wages and fringe benefits for jail personnel.

DISCUSSION

In issuing an award the Arbitrator is charged with the responsibility of giving weight to the items outlined in the Municipal Employment Relations Act Sec. 111.77 (6) (A thru H). This section of the Wisconsin Statutes requires the making of "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." Both parties have made comparisons of wages, hours and conditions of employment with other law enforcement agencies.

An additional factor to be considered in making an award is whether or not the governmental body can afford the benefits requested. There was no evidence presented in this Arbitration indicating that Winnebago County (hereinafter referred to as the County) could not afford Winnebago County Sheriff's Professional Police Association (hereinafter referred to as the Association) offer and it is not an issue in these proceedings.

The County alleges that comparisons should be made with Fond du Lac, Outagamie and Brown Counties because they are located in northeastern Wisconsin and "are in a sense contiguous, are similarly paper industry oriented, and offer similar recreational activities." The Association alleges that comparisons should be made with Rock, Kenosha, Sheboygan and Walworth Counties, because "the Association has attempted to address itself to items that predominate in contracts for police personnel in the area and in communities of probable size and crime incidents." In reviewing the evidence presented, the Arbitrator has used for comparison purposes all of the governmental units suggested by both parties in order to determine the most reasonable and equitable offer in light of all the evidence presented in these proceedings.

ISSUE: OVERTIME PAY COMPUTATION

The Association alleges that overtime pay had been computed differently in the past. The Association's request that overtime pay be computed as it was in the past by using the formula base pay, plus longevity, plus school credits. The Association alleges that the method of computing overtime rate was changed unilaterally by the County. The County offered no evidence to justify the change in computing the overtime rate. The Arbitrator finds that overtime rate should be computed as it was in the past by using the formula base pay, plus longevity, plus school credits.

ISSUE: VACATION TIME

The Association requests that vacation time be scheduled for not less than one day. The County requests that not less than one week at a time. The County contends that one week at a time would aid scheduling although the old contract called for scheduling for not less than one day. There was no evidence presented to indicate that the old practice created any burden or hardship on either party, and the Arbitrator finds that the Association's offer for scheduling vacation time is reasonable.

ISSUE: PROFESSIONAL IMPROVEMENT

The Association alleges that in the past, classroom attendance was normally scheduled during off duty hours with the consent of the immediate superior and consistent with the needs of the department and hours were shifted around to accommodate classroom schedules. The County contends that classes must be scheduled on the employees off duty hours. The County offered no evidence to substantiate the necessity for changing the method of scheduling professional improvement classes nor was any evidence presented to show the need or necessity for changing the scheduling of hours. It is the Arbitrator's position that the Association's offer is reasonable.

ISSUE: WORKMENS COMPENSATION BENEFITS

In reviewing the evidence it was revealed that most law enforcement agencies now have fairly comprehensive workmens compensation benefits. The reason given for establishing comprehensive workmens compensation benefits was based upon the exposure of police officers to serious injury, and the potentially dangerous nature of their work. The Arbitrator finds that the nature of law enforcement work does justify the comprehensive coverage and is reasonable. The County made no showing of unreasonableness in the Association's request.

ISSUE: FILING OF GRIEVANCES

The County alleges that the grievance should be filed only in the name of the employee, and that if the Association were able to file a grievance, the Association would be able to go over the head of the employee. The Association requests the right to file a grievance where the contract is not being followed. The Arbitrator finds that the filing of a grievance by the Association does not appear to adversely effect the County. The Arbitrator finds that the Association's offer is reasonable.

ISSUE: PAY FOR COURT APPEARANCES

The Association contends that the present contract gave adequate protection to police officers that must face additional exposure to courtroom appearances in both criminal and civil cases. The County Personnel Director, Mr. Gerald Lang, testified that payment for all court appearances in civil and criminal cases whether in or out of the County would be too easy to abuse. In reviewing the comparisons from other law enforcing bodies, it appears as though there was little experience with officers having to appear in court outside of their respective counties. The Arbitrator is of the opinion that police officers when not called to testify on behalf of the county or state are then generally only required to appear in court pursuant to a subpoena and that the potentiality for abuse by an employee appears to be minimal. Therefore, the Arbitrator finds that the Association's request for payment of court time is reasonable.

ISSUE: UNIFORM ALLOWANCE

The Association requests a dry cleaning allowance and replacement of uniforms damaged in the line of duty. The County refuses to offer any allowance for dry cleaning or replacement of uniforms damaged in the line of duty with the exception of a \$75.00 annual allowance for jail personnel. In reviewing the comparisons submitted by both parties it appears as though most law enforcement units do provide some reasonable uniform allowance. The Arbitrator finds that the County's position in only offering a \$75.00 annual uniform allowance to jail personnel is inadequate. In light of the nature of police work the Arbitrator finds that the Association's offer is reasonable.

ISSUE: RECLASSIFICATION OF JAIL PERSONNEL TO HAZARDOUS OCCUPATION

The reclassification of jailers, matrons and radio dispatchers as hazardous occupation appears to fall under the broad language of chapter 41 of the Wisconsin Statutes. Chief Jailer Jordan testified that one of the jail personnel was classified as hazardous occupation and he did the same work as other jail personnel. The evidence submitted by the Association reveals that jail personnel are very frequently exposed to dangerous individuals and are often in hazardous situations. The Arbitrator finds that the reclassification of jail personnel to hazardous occupation is reasonable.

ISSUE: WAGE INCREASE

The County did not attempt to establish that its financial situation made it impossible for the County to assume the cost of an award in favor of the Association. Therefore, the Arbitrator finds that the County can afford the Association's wage offer. The Association's offer appears to bring the wage scale of Winnebago County personnel in line with other comparable law enforcement units. The Arbitrator finds that the Association's offer is reasonable in light of all the evidence presented in these proceedings.

ISSUE: REDUCTION OF WORK WEEK

The County contends that the reduced work week requested by the Association would cost \$26,400.00 because of the need to employ additional personnel, but the County did suggest that they intended to increase the number of personnel. In reviewing all of the evidence concerning the work week reduction, it appears as though the trend is towards a less than 40 hour work week for law enforcement agencies.

The Association contends that a shorter work week is necessary because during the prime periods of time, weekends and holidays, when individuals most desire to spend time with their families, policemen are required, because of the nature of their occupation to be on duty. In order to compensate policemen for the inconvenience and undesirable scheduling requirements the reduction of the work week appears to be reasonable. The often time hazardous nature of police work also suggests that the reduction of the work week is reasonable. The Arbitrator finds that the Association's request for a reduction of the work week to 6-3, 6-3 is reasonable.

CONCLUSION

It is the Arbitrators opinion that neither party had adequately calculated the cost of their respective offers. A reasonable estimate of the dollar cost may have been calculated by using the average cost of previous years for a specific item.

The Association reveals in its memorandum brief that according to the U.S. Department of Labor, Bureau of Labor Statistics, the cost of living had increased as of April 19, 1974, to 144.3 (figuring 1967 as the base year of 100) It is the Arbitrators position that because of the increase in cost, a reasonable increase of wages and benefits to the Association is justified.

The County's offer relative to a few items appears to be regressive and could lead to a detrimental relationship between the parties and adversely affect the public interest.

The County did not allege that its financial condition made it impossible for the County to assume the cost of an award which implements the Association's final offer therefore, the financial condition of the County was not an issue. The Arbitrator finds that the Association's final offer displays "responsible wage behavior", considering all the evidence presented, and taking into consideration the factors enumerated in Sec. 111.77 (6) (A thru H) Wisconsin Statutes. The Arbitrator makes this final and binding award based on all the evidence presented.

DECISION AND AWARD

A. That the parties accept the final offer of the Association which involves the following disputed items:

1. Overtime Pay Computation
2. Scheduling of Vacations
3. Professional Improvement Plan
4. Workmens Compensation Benefits
5. Filing of Grievances
6. Pay for Court Appearances
7. Uniform Allowance
8. Reclassification of Jail Personnel to Hazardous Occupation.
9. Wage Increase
10. Reducation of Work Week.

B. Implementation of the reduced work week should be done as soon as it can be reasonably implemented and the Arbitrator finds that the reduced work week should be implemented commencing no later than October 1, 1974.

C. The wage increase awarded pursuant to this arbitration award shall be retroactive and run concurrently with the 1974 agreement. The retroactive wages due should be paid as soon as practical, but no later than October 31, 1974.

Dated this 19th day of August, 1974.

By: Edward E. Hales /s/
Edward E. Hales, Arbitrator