

STATE OF WISCONSIN
BEFORE THE ARBITRATOR
EDWARD E. HALES

IN THE MATTER OF THE PETITION OF THE

" "	"	
MANITOWOC COUNTY SHERIFF'S DEPARTMENT EMPLOYEES	"	
and	"	Case XXXVIII No. 17771 MIA-98 Decision No. 12721-A
MANITOWOC COUNTY TRAFFIC DEPARTMENT EMPLOYEES	"	and
For Final and Binding Arbitration Involving Law Enforcement Personnel in the employ of	"	Case XXXIX No. 17772 MIA-99 Decision No. 12722-A
MANITOWOC COUNTY	"	
" "	"	

Appearances: Michael Van de Kerckhove, on behalf of the employer, Manitowoc County

Michael J. Wilson, Representative, Wisconsin Council of County and Municipal Employees, on behalf of the employees, Manitowoc County Sheriff's Department Employees and Manitowoc County Traffic Department Employees

FINAL AND BINDING ARBITRATION AWARD

On July 30, 1974, the Arbitration Hearing in the above-entitled matters was held pursuant to Section 111.77 of the Wisconsin Statutes to issue a final and binding award between Manitowoc County and Manitowoc County Sheriff's Department Employees and Manitowoc County Traffic Department Employees. The hearing was held at the Manitowoc County Courthouse, at which time all parties were given full opportunity to present evidence and testimony and make arguments in support of their positions. All parties submitted memorandum briefs in support of their respective positions.

MANITOWOC COUNTY SHERIFF'S DEPARTMENT EMPLOYEES FINAL AMENDED OFFER
CASE XXXVIII
NO. 17771 MIA-98
Decision No. 12721

ISSUES: HOURS OF WORK, VACATIONS, WAGES

HOURS OF WORK: THE UNION AMENDS ITS POSITION: a.) THE SCHEDULE PROPOSED BY THE UNION SHALL BECOME EFFECTIVE ON OR ABOUT NOVEMBER 1, 1974. b.) THE PROCESS SERVER SHALL WORK FIVE (5) CONSECUTIVE DAYS, MONDAY THROUGH FRIDAY, ACCORDING TO THE FOLLOWING SCHEDULED:

MONDAY THROUGH THURSDAY
8:30 A.M. TO 4:40 P.M.
WITH A FORTY (40) MINUTE LUNCH PERIOD

FRIDAY
8:30 A.M. TO 5:10 P.M.
WITH A FORTY (40) MINUTE LUNCH PERIOD

STATE OF WISCONSIN

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

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In the Matter of the Petition of	:	
MANITOWOC COUNTY SHERIFF'S	:	Case XXXVIII
DEPARTMENT EMPLOYEES	:	No. 17771 MIA-98
To Initiate Final and Binding	:	Decision No. 12721
Arbitration Between Said Petitioner	:	
and	:	
MANITOWOC COUNTY	:	
-----	:	
In the Matter of the Petition of	:	
MANITOWOC COUNTY TRAFFIC	:	Case XXXIX
DEPARTMENT EMPLOYEES	:	No. 17772 MIA-99
To Initiate Final and Binding	:	Decision No. 12722
Arbitration Between Said Petitioner	:	
and	:	
MANITOWOC COUNTY	:	
-----	:	

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

Manitowoc County Sheriff's Department Employees and Manitowoc County Traffic Department Employees having, on March 22, 1974, filed separate petitions with the Wisconsin Employment Relations Commission requesting the Commission to initiate compulsory final and binding arbitration pursuant to Section 111.77(3) of the Municipal Employment Relations Act, for the purpose of resolving impasses arising between said Petitioners and Manitowoc County on matters affecting the wages, hours and conditions of employment of employes of said Municipal Employer employed in its Sheriff's and Traffic Departments; and the Commission by Sherwood Malamud, a staff mediator, having conducted an informal investigation on such petitions on May 2, 1974, during which said mediator attempted to mediate the issues in dispute; and during the course of such investigation 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, Conclusions of Law, Certification of Results of Investigation, Order of Consolidation and Order Requiring Arbitration.

FINDINGS OF FACT

1. That Manitowoc County Sheriff's Department Employees is a labor organization representing employes employed in the Sheriff's Department of Manitowoc County, and that Michael J. Wilson is its principal representative having his address at Manitowoc, Wisconsin.
2. That Manitowoc County Traffic Department Employees is an organization representing employes employed in the Traffic Department of Manitowoc County, and that Michael J. Wilson is its principal representative having his address at Manitowoc, Wisconsin.

No. 12721
No. 12722

3. That Manitowoc County, hereinafter referred to as the Municipal Employer, has its offices at the Manitowoc County Courthouse, Manitowoc, Wisconsin.

4. That at all times material herein the Municipal Employer has voluntarily recognized the Manitowoc County Sheriff's Department Employees as the bargaining representative of the non-supervisory law enforcement personnel in the employ of the Sheriff's Department of the Municipal Employer; and that at all times material herein the Municipal Employer has voluntarily recognized the Manitowoc County Traffic Department Employees as the bargaining representative of the non-supervisory law enforcement personnel in the employ of the Traffic Department of the Municipal Employer.

5. That prior to November 29, 1973, and December 17, 1973, representatives of the Municipal Employer and the two labor organizations were engaged in negotiations leading to two separate agreements (covering employes) represented by said two labor organizations with respect to wages, hours and working conditions for the year 1974; that on November 29, 1973, and December 17, 1973, the Commission, by Sherwood Malamud, staff mediator, met with the parties in an attempt to mediate the issues in dispute, and that, however, the parties were unable to reach an agreement.

6. That on March 22, 1974, Manitowoc County Sheriff's Department Employees and Manitowoc County Traffic Department Employees filed separate petitions 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 separate impasses existing between said two bargaining representatives and said Municipal Employer with respect to wages, hours and working conditions for the year 1974 affecting employes of the Municipal Employer represented by such labor organizations.

7. That on May 2, 1974, the mediator conducted an informal investigation on said petitions, during which he again attempted to mediate the issues separately existing between the Municipal Employer and said two labor organizations, and that, however, during said informal investigation no accord was reached, and the Municipal Employer and said two labor organizations remain at impasse with respect to wages, hours and working conditions governing the employes represented by said two labor organizations for the year 1974.

8. That, with respect to a majority of the issues affecting both units, the Municipal Employer's proposals with respect to said issues were identical, and that the proposals of the two labor organizations with respect to said issues, while differing from the proposals of the Municipal Employer, were also identical.

9. That the parties have not established any mutually agreed-upon procedure for the final resolution of disputes arising in collective bargaining, and further, that the parties have not mutually agreed that the arbitrations 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

CONCLUSIONS OF LAW

1. That an impasse, within the meaning of Section 111.77(3) of MERA, exists between the Manitowoc County Sheriff's Department Employees and Manitowoc County with respect to negotiations leading toward a collective bargaining agreement for the calendar year 1974 covering wages, hours and conditions of employment affecting law enforcement personnel employed by the County of Manitowoc in its Sheriff's Department.

2. That an impasse, within the meaning of Section 111.77(3) of MERA, exists between the Manitowoc County Traffic Department Employees and Manitowoc County with respect to negotiations leading toward a collective bargaining agreement for the calendar year 1974 covering wages, hours and conditions of employment affecting law enforcement personnel employed by the County of Manitowoc in its Traffic Department.

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

CERTIFICATION

IT IS HEREBY CERTIFIED:

1. 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 Manitowoc County Sheriff's Department Employees and the County of Manitowoc on issues of wages, hours and conditions of employment affecting law enforcement personnel employed by the County of Manitowoc in its Sheriff's Department, have been met.

2. 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 Manitowoc County Traffic Department Employees and the County of Manitowoc on issues of wages, hours and conditions of employment affecting law enforcement personnel employed by the County of Manitowoc in its Traffic Department, have been met.

NOW, THEREFORE, it is

ORDERED

1. That the instant proceedings initiated by the separate petitions filed by Manitowoc County Sheriff's Department Employees and the Manitowoc County Traffic Department Employees be, and the same hereby are, consolidated for the purposes of final and binding arbitration.

2. That compulsory final and binding arbitration be, and the same hereby is, initiated for the purpose of issuing a final and binding award to resolve the separate impasses existing between the Manitowoc County Sheriff's Department Employees and the Manitowoc County Traffic Department Employees and the County of Manitowoc.

3. That the Manitowoc County Sheriff's Department Employees file, in written form, its final offer as of March 22, 1974, on the issues remaining in negotiations with the County of Manitowoc, with the Wisconsin Employment Relations Commission on or before June 10, 1974, and at the same time serve a copy thereof on the County of Manitowoc.

4. That the County of Manitowoc file, in written form, its final offer as of March 22, 1974, on the issues remaining in negotiations with the Manitowoc County Sheriff's Department Employees, with the Wisconsin Employment Relations Commission on or before June 10, 1974, and at the same time serve a copy thereof on the Manitowoc County Sheriff's Department Employees.

5. That the Manitowoc County Traffic Department Employees file, in written form, its final offer as of March 22, 1974, on the issues remaining in negotiations with the County of Manitowoc, with the Wisconsin Employment Relations Commission on or before June 10, 1974, and at the same time serve a copy thereof on the County of Manitowoc.

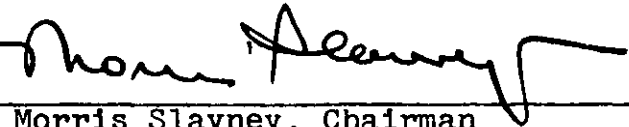
6. That the County of Manitowoc file, in written form, its final offer as of March 22, 1974, on the issues remaining in negotiations with the Manitowoc County Traffic Department Employees, with the Wisconsin Employment Relations Commission on or before June 10, 1974, and at the same time serve a copy thereof on the Manitowoc County Traffic Department Employees.

7. That the Manitowoc County Sheriff's Department Employees and the Manitowoc County Traffic Department Employees acting jointly, and Manitowoc County, 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 (4) of the members from said panel for the selection of the neutral arbitrator; and thereupon the parties, or any 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.

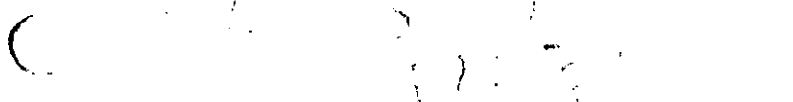
Given under our hands and seal at the City of Madison, Wisconsin, this 24th day of May, 1974.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION


By



Morris Slavney, Chairman



Zel S. Rice II, Commissioner



Howard S. Bellman, Commissioner

MEMORANDUM ACCOMPANYING
FINDINGS OF FACT, CONCLUSIONS OF LAW,
CERTIFICATION OF RESULTS OF INVESTIGATION,
ORDER OF CONSOLIDATION AND ORDER REQUIRING ARBITRATION

Since a majority of the issues at impasse in the negotiations between the two separate labor organizations and the Municipal Employer are identical, the appointment of separate arbitrators who might issue divergent awards may strain the collective bargaining relationships involved. The County desired separate arbitrators, indicating a fear that those issues which are at impasse, and which differ as they affect the separate units, would not receive appropriate treatment. It is the conviction of the Commission that a single arbitrator will recognize the different issues and the proposals made by the parties and the affects of same. Furthermore, the arbitrator selected to issue two separate awards is more likely to be consistent than two arbitrators issuing two separate awards. Therefore, we have consolidated the instant proceedings in order to assure the selection of a single arbitrator who will issue two awards. We are convinced that such consolidation will be more effective and in keeping with the policy expressed in Section 111.77 of the Municipal Employment Relations Act.

Dated at Madison, Wisconsin, this 24th day of May, 1974.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By *Morris Slavney*
Morris Slavney, Chairman

Zel S. Rice II
Zel S. Rice II, Commissioner

Howard S. Bellman
Howard S. Bellman, Commissioner

STATE OF WISCONSIN

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

In the Matter of the Petition of

MANITOWOC COUNTY SHERIFF'S
DEPARTMENT EMPLOYEES

To Initiate Final and Binding
Arbitration Between Said Petitioner
and

MANITOWOC COUNTY

Case XXXVIII
No. 17771 MIA-98
Decision No. 12721-A

In the Matter of the Petition of

MANITOWOC COUNTY TRAFFIC
DEPARTMENT EMPLOYEES

To Initiate Final and Binding
Arbitration Between Said Petitioner
and

MANITOWOC COUNTY

Case XXXIX
No. 17772 MIA-99
Decision No. 12722-A

ORDER APPOINTING ARBITRATOR

Manitowoc County Sheriff's Department Employees and Manitowoc County Traffic Department Employees having filed separate petitions 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 said Petitioners and Manitowoc County on matters affecting wages, hours and conditions of employment of law enforcement personnel in the employ of the Sheriff's Department and the Traffic Department of Manitowoc County; and the instant proceedings initiated by the separate petitions having been consolidated for the purposes of final and binding arbitration; 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 7th
day of June, 1974.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By Morris Slavney
Morris Slavney, Chairman

Howard S. Bellman
Howard S. Bellman, Commissioner

HALES, HARVEY & MURPHY

ATTORNEYS AT LAW

524 MAIN STREET

SUITE 300

RACINE, WISCONSIN

53403

TELEPHONE 832-1613

AREA CODE 414

EDWARD E. HALES
JACK HARVEY
DONALD R. MURPHY

July 31, 1974

Mr. Morris Slavney
Chairman
Wisconsin Employment Relations Commission
Room 910
30 West Mifflin Street
Madison, Wisconsin

Re: Manitowoc County Sheriff's Department
Case XXXVIII No. 17771 MIA-98

Manitowoc County Traffic Department
Case XXXIX No. 17772 MIA-99

Dear Mr. Slavney:

The arbitration hearing concerning the above entitled matters was held on July 30, 1974 in Manitowoc, Wisconsin.

A dispute arose between the parties concerning the interpretation of the Order dated May 24, 1974 consolidating the hearing. It was agreed by the parties that the Arbitrator contact the commission relative to the meaning of the Order.

On Page 5 of the Order the commission states " Furthermore, the Arbitrator selected to issue two separate awards is more likely to be consistent than two arbitrators issuing two separate awards. Therefore, we have consolidated the instant proceedings in order to assure the selection of a single arbitrator who will issue two awards. We are convinced that such consolidation will be more effective and in keeping with the policy expressed in Section 111.77 of the Municipal Employment Relations Act."

Does the above quoted language mean that the arbitrator's award shall be identical for both bargaining units or may there be different awards for each bargaining unit?

Very truly Yours,

HALES & HARVEY

By.


Edward E. Hales

EEH:sj

cc: Mr. Michael J. Wilson
Mr. Michael Van de Kerckhove

No. 12721
No. 12722



State of Wisconsin \ WISCONSIN EMPLOYMENT RELATIONS COMMISSION

August 2, 1974

MORRIS SLAVNEY, CHAIRMAN
ZEL S. RICE II, COMMISSIONER
HOWARD S. BELLMAN, COMMISSIONER
ROOM 912
30 WEST MIFFLIN STREET
MADISON, WISCONSIN 53703
(608) 266-1381

Mr. Edward E. Hales
Attorney at Law
440 Main Street
Racine, Wisconsin 53403

Re: Manitowoc County (Sheriff's Department)
Case XXXVIII No. 17771 MIA-98
Manitowoc County (Traffic Department)
Case XXXIX No. 17772 MIA-99

Dear Mr. Hales:

In response to your letter of July 31, 1974, please be advised that our Order consolidating the matters involved was merely for the purpose of hearing. There is nothing in the Order which was intended that identical awards be issued.

Very truly yours,

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

Morris Slavney
Chairman

MS/mt

CC: Mr. Michael J. Wilson, Business Representative, Wisconsin Council of County and Municipal Employees, AFSCME, AFL-CIO, 611 Huron Street, Manitowoc, Wisconsin 54220
Mr. Richard E. Garrow, Corporation Counsel, Manitowoc County, 1701 Washington Street, P. O. Box 383, Manitowoc, Wisconsin 54220
Mr. James M. Hendricks, Chairman, Personnel Committee, Manitowoc County Board of Supervisors, Manitowoc County Courthouse, Manitowoc, Wisconsin 54220

No. 12721
No. 12722

VACATIONS: EACH EMPLOYEE EXCEPT PROCESS SERVER SHALL EARN VACATION IN THE FOLLOWING MANNER:

<u>YEARS OF SERVICE</u>	<u>DAYS OF EARNED VACATION</u>
1	6
2-9	12
10-14	18
15	19
16	20
17	21
18	22
19	23
20	24

A WEEK OF VACATION IS DEFINED AS SIX (6) WORK DAYS

VACATIONS: PROCESS SERVER SHALL EARN VACATION IN THE FOLLOWING MANNER:

<u>YEARS OF SERVICE</u>	<u>DAYS OF EARNED VACATION</u>
1	5
2-9	10
10-15	15
16	16
17	17
18	18
19	19
20	20

WAGES: JANUARY 1, 1974 - FIVE PER CENT (5%) ACROSS THE BOARD

JULY 1, 1974 - THREE PER CENT (3%) ACROSS THE BOARD

MANITOWOC COUNTY TRAFFIC DEPARTMENT EMPLOYEES FINAL AMENDED OFFER
CASE XXXIX
NO. 17772 MIA-99
DECISION NO. 12722

ISSUES: HOURS OF WORK, VACATIONS, WAGES

HOURS OF WORK: THE UNION AMENDS ITS POSITION: a.) THE SCHEDULE PROPOSED BY THE UNION SHALL BECOME EFFECTIVE ON OR ABOUT NOVEMBER 1, 1974. b.) THE INVESTIGATOR SHALL WORK FIVE (5) CONSECUTIVE DAYS, MONDAY THROUGH FRIDAY, ACCORDING TO THE FOLLOWING SCHEDULE:

MONDAY THROUGH THURSDAY

8:30 A.M. TO 4:40 P.M.

WITH A FORTY (40) MINUTE LUNCH PERIOD

FRIDAY

8:30 A.M. TO 5:10 P.M.

WITH A FORTY (40) MINUTE LUNCH PERIOD

VACATIONS: EACH EMPLOYEE EXCEPT INVESTIGATOR SHALL EARN VACATION IN THE FOLLOWING MANNER:

<u>YEARS OF SERVICE</u>	<u>DAYS OF EARNED VACATION</u>
1	6
2-9	12
10-14	18
15	19
16	20
17	21
18	22
19	23
20	24

A WEEK OF VACATION IS DEFINED AS SIX (6) WORK DAYS

VACATIONS: INVESTIGATOR SHALL EARN VACATION IN THE FOLLOWING MANNER:

<u>YEARS OF SERVICE</u>	<u>DAYS OF EARNED VACATION</u>
1	5
2-9	10
10-15	15
16	16
17	17
18	18
19	19
20	20

A WEEK OF VACATION IS DEFINED AS FIVE (5) WORK DAYS

WAGES: JANUARY 1, 1974 - FIVE PER CENT (5%) ACROSS THE BOARD

JULY 1, 1974 - THREE PER CENT (3%) ACROSS THE BOARD

MANITOWOC COUNTY FINAL AMENDED OFFER
CASE XXXVIII and CASE XXXIX
NO. 17771 MIA-98 and NO. 17772 MIA-99
DECISION NO. 12721 and DECISION NO. 12722

MANITOWOC COUNTY PROPOSES TO PAY \$60.00 PER MONTH ACROSS THE BOARD EFFECTIVE
JANUARY 1, 1974.

MANITOWOC COUNTY MAKES NO OFFER TO REVISE THE VACATION SCHEDULE AND HOURS OF WORK.

ALL OTHER PROVISIONS OF THE CONTRACT WOULD BE AS AGREED UPON PREVIOUSLY BY THE
UNIONS AND THE COUNTY OR AS IN THE PREVIOUS CONTRACT BETWEEN THE PARTIES IF NOT
PREVIOUSLY DISCUSSED IN BARGAINING FOR THE 1974 AGREEMENT.

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,
Section 111.77(6)(a-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 Manitowoc County (hereinafter referred to as the
County) could not afford Manitowoc County Sheriff and Traffic Departments' (hereinafter
referred to as the Union) offer, and it is not an issue in these proceedings.

In reviewing the evidence presented, the Arbitrator has used for comparison
purposes all of the governmental units presented by both parties in order to select
the most reasonable and equitable offer consistent with the public interest.

HOURS OF WORK

In considering the work-week issue, the Arbitrator has reviewed all of the
comparisons submitted by the parties. The Union presented evidence which indicated
that the Manitowoc County law enforcement units were comparable to the two other
major law enforcement units in the County, specifically the Cities of Manitowoc and
Two Rivers. Evidence was also submitted that reveals that the training, procedure
and function of the law enforcement units of the two cities and Manitowoc County are
similar.

The Union has requested a 6-3 work week, which will reduce their current work schedule. The Arbitrator notes that police work is often hazardous which requires maximum efficiency by individual officers. It is the Arbitrator's view that efficiency generally is maintained by scheduling which provides police officers with adequate off-days. Generally, police officers are required to work during "prime periods" when most citizens are enjoying leisure time. During these "prime periods" of time, police work generally becomes more dangerous because of the increased contact with the general public.

The County contends, in it's brief, that the reduction of the work week "would be the reducing of law-enforcement protection for the residents of Manitowoc County to a dangerously low level." The Arbitrator calls attention to the fact that the Cities of Manitowoc and Two Rivers Police Departments work a 37.4 hour week, and no evidence was presented to indicate that police coverage was dangerous in those communities. The County did not present evidence to show that the reduced work week would be dangerous to Manitowoc County.

The work week has been recognized for a number of years as a "condition of employment" and an item that may be bargained between the parties to a collective agreement. The Arbitrator disagrees with the position taken by the County in it's brief when the County suggests that the Arbitrator should not issue an Award changing the work week. The County contends that the work week should be "changed by the parties". In reviewing the 1973 labor agreement between Manitowoc County and the Sheriff and Traffic Departments, the following language appears in both under Article III, Managements Rights Reserved:

"Unless otherwise herein provided, the employer shall have the explicit right to determine the specific hours of employment and the length of work week and to make such changes in the details of employment of the various employes as it from time to time deems necessary for the effective operation of its department."

In reviewing the language from the collective bargaining agreement of 1973, it does not appear as though this language gives the Union the opportunity to participate in scheduling the work week; and the Arbitrator finds that scheduling of the work week is a negotiable item.

Considering the special nature of law enforcement and all of the factors presented concerning the work-week issue, the Arbitrator finds that the Union request for a reduced work week is reasonable.

VACATIONS

The vacation issue reveals at present a large disparity between the Manitowoc County Sheriff and Traffic units. The Arbitrator is of the opinion that the County has not shown the necessity for maintaining such disparaging vacation schedules between the units. It is the Arbitrator's opinion that the Union's proposal is reasonable, because it "equalizes" the vacation benefits of both units. In order to have a uniform vacation schedule, the traffic unit has reduced it's present vacation benefit.

In reviewing the vacation benefits of other law enforcement units, the Union proposal appears to be quite comparable with vacation benefits received by other law enforcement units. (See employer exhibit #2, page 5)

The Arbitrator disagrees with the County's reasoning in rejecting the Union's proposed vacation schedule. The County contends that, of the 40 employes affected by this Award, approximately 75% of the employes receive the more generous traffic department schedule. The Arbitrator submits that such a disparity in benefits between two units that work as close together as the Traffic and Sheriff Departments, could create a serious morale problem and affect efficient law enforcement. Likewise, the Arbitrator is of the position that the 25% of the employes not covered by the more generous vacation schedule should not be penalized to the benefit of the 75%. The Arbitrator finds that the Union's offer strikes a reasonable compromise between the vacation schedules of the two units.

In considering all of the evidence presented relative to the vacation issue, the Arbitrator finds that the Union's vacation proposal is the more reasonable.

WAGES

The evidence presented by both parties at the arbitration hearing reveals that the Union's wage offer represents the lowest total annual compensation. The Union's wage request for the year reflects an 8% increase which is reasonable when considering the inflationary cost of living. The County contends that the purpose of the Union wage demand is to obtain a higher base salary in order to begin negotiations with the County for 1975. The Arbitrator rejects this argument because what may happen in future bargaining between the parties does not have any effect or inhibit the Arbitrator in deciding the issues in dispute for 1974.

In reviewing the proposed increases by the Union and County, the Union's maximum base rate only exceeds the County's offer in the upper ranks. In the Traffic Department, the Union's maximum base salary for patrolmen third is \$815.99 and the County's offer is \$814.50. For patrolmen fourth the Union's maximum base rate is \$848.44 and the County's base rate is \$844.50. The Union's maximum base rate for sergeant is \$924.14 and County's is \$914.50. The Union's maximum base rate for lieutenant is \$967.40 and County's is \$954.50. In the Sheriff's Department, the Union's maximum offer only reveals a greater maximum base rate for detective, sergeant and lieutenant with the Union's maximum detective rate being \$839.78 and the County's offer is \$836.50. The Union's maximum base rate for sergeant is \$924.14 and County's maximum offer for sergeant is \$914.15. The Union's maximum base rate for lieutenant is \$957.40 and the County's maximum lieutenant rate is \$954.50. The Arbitrator finds that the final base rate for the upper-rank officers is reasonable, because they generally have command responsibilities.

In considering the rise of the cost of living, the County contends that "labor contracts are settled on a basis of what occurred in the prior year." The Arbitrator is of the opinion that the parties are not restricted to the previous year in considering cost-of-living factors. The County's position in limiting cost-of-living figures to 1973 appears to be contrary to Section 111.77 of the Wisconsin Statutes. The Arbitrator holds the view that 111.77(6)(g) does permit the Arbitrator to consider the current consumer prices for goods and services. Section 111.77(6)(d) directs the Arbitrator to consider:

"Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings."

The Arbitrator has considered and compared the wage proposals of both parties and compared the wage proposals with other comparable law enforcement units. After considering all of the evidence presented, the Arbitrator finds that the Union's wage proposal is the more reasonable.

AWARD

1. The Arbitrator selects the final amended offer of Manitowoc County Sheriff's Department Employees and awards in favor of the Manitowoc County Sheriff's Department Employees.
2. The Arbitrator selects the final amended offer of Manitowoc County Traffic Department Employees and awards in favor of the Manitowoc County Traffic Department Employees.

Dated: November 21, 1974.

Edward E. Hales /s/

EDWARD E. HALES
ARBITRATOR