

**RECEIVED**  
MAY 24 1995

In the Matter of Arbitration :  
Between : **WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION**  
**LANGLADE COUNTY CORRECTIONS OFFICERS/  
DISPATCHERS, LOCAL 36-A, AFSCME, AFL-CIO** :  
and : **AWARD**  
**LANGLADE COUNTY** : **Decision No. 28242-A**  
WERC Case 70, No. 50900 INT/ARB-7277 :

**I. NATURE OF PROCEEDING.** This is a proceeding in final and binding final offer arbitration. The Langlade County Corrections Officers/Dispatchers, Local 36-A, AFSCME, AFL-CIO filed a petition on April 28, 1994, with the Wisconsin Employment Relations Commission alleging that an impasse existed between it and Langlade County in collective bargaining. The Union asked the Wisconsin Employment Relations Commission to initiate arbitration pursuant to Section 111.70 (4) (cm) 6 of the Municipal Employment Relations Act. A Commission staff member, Sharon A. Gallagher, conducted an investigation and submitted a report that the parties were at impasse. On November 21, 1994, the Commission found that the parties had not established mutually agreed upon procedures for the final resolution of disputes in collective bargaining and that the parties had substantially complied with the procedures set forth in Section 111.70 (4) (cm) 6 of the Act. The Commission certified that the conditions precedent to initiation of arbitration as required by the Act had been met. The Commission ordered that final and binding final offer arbitration be initiated. The parties having selected Frank P. Zeidler, Milwaukee, Wisconsin as arbitrator, the Commission issued an Order of Appointment to him on December 22, 1994. A hearing was held at the Court House in Antigo, Wisconsin on February 22, 1995. Parties were given full opportunity to give testimony, present evidence and make argument. The last brief was received by the arbitrator on April 8, 1995.

**II. APPEARANCES.**

DAVID A. CAMPSHURE, Staff Representative, Wisconsin Council 40, AFSCME, AFL-CIO, appeared for the Union.

RUDER, WARE & MICHLER, S.C., by JEFFREY T. JONES, Attorney, appeared for the County.

**III. THE FINAL OFFERS.** The final offer of the parties are as follows:

A. The Union's Offer:

- "1. Incorporate Tentative Agreements attached to the County's final offer into Labor Agreement, with the exception of Article 14, Section C as detailed below in item 2.

- "2. Article 14 - HOURS OF WORK/OVERTIME/SHIFT DIFFERENTIAL, amend Section C to read as follows:

"Shift Differential. Employees working between the hours of 3:00 p.m. to 11:00 p.m. shall receive 15¢ per hour as a shift differential and those employees working between the hours of 11:00 p.m. to 7:00 a.m. shall receive 20¢ per hour as a shift differential.

- "3. Article 28 - UNIFORM ALLOWANCE, created to read as follows:

"Employees required to wear uniforms shall receive an initial issue upon hire of two pants and two shirts. Employees shall thereafter receive a uniform allowance of Two Hundred Dollars (\$200.00) annually. The uniform allowance is to be utilized for the purchase of uniform items. Employees are expected to maintain their uniforms and maintain a proper appearance while on duty.

"Payment and administration of the uniform allowance will be made in accordance with existing County policies. Uniform Allowance will be paid on or about December 15th of each year.

"New employees shall not be eligible for receipt of the uniform allowance until completion of one year's service.

- "4. Article 23 - DURATION, amended to read as follows:

"This Agreement shall become effective upon execution by the parties and remain in full force and effect through December 31, 1995, and shall automatically renew itself from year to year unless either party notifies the other in writing prior to August 15th of any year that it wishes to negotiate changes in this Agreement. Wages and other monetary benefits shall be effective on the dates listed in the Agreement.

- "5. APPENDIX 'A' increase the hourly rates for the Corrections Officer and Dispatcher positions in effect as of July 1, 1993 as follows:

"a. Effective January 1, 1994, general wage increase of 2.0%.

"b. Effective May 1, 1994, general wage increase of 2.0%.

"c. Effective July 1, 1994, provide an across the board (a/t/b) equity adjustment of \$0.35 per hour.

"d. Effective January 1, 1995, provide an a/t/b equity adjustment of \$0.35 per hour followed by a general wage increase of 2.0%.

"e. Effective July 1, 1995, provide an a/t/b equity adjustment of \$0.35 per hour followed by a general wage increase of 2.0%."

B. The County's Offer:

"FINAL OFFER  
OF LANGLADE COUNTY TO THE LANGLADE COUNTY CORRECTIONS  
OFFICERS/DISPATCHERS, LOCAL 36-A

"1. Incorporate attached Tentative Agreements into Labor Agreement.

"2. ARTICLE 14 - HOURS OF WORK/OVERTIME/SHIFT DIFFERENTIAL, Paragraph C, revise to read as follows:

Shift Differential. Employees working the 3:00 p.m. to 11:00 p.m. shift shall receive 15¢ per hour as a shift differential and those employees working the 11:00 p.m. to 7:00 a.m. shift shall receive 20¢ per hour as a shift differential.

"3. Create new Article 27, entitled "UNIFORM ALLOWANCE", to read as follows:

Employees required to wear uniforms shall receive an initial issue upon hire of two pants and two shirts. Employees shall thereafter receive a uniform allowance of Two Hundred Dollars (\$200) annually. The uniform allowance is to be utilized for the purchase of uniform items. Employees are expected to maintain their uniforms and maintain a proper appearance while on duty.

Payment and administration of the uniform allowance will be made in accordance with existing County policies. Uniform allowance will be paid on or about December 15th of each year.

New employees shall not be eligible for receipt of the uniform allowance until completion of one year's service.

"4. WAGES AND CLASSIFICATIONS - Increase hourly rate for Corrections Officer and Dispatcher positions as follows:

January 1, 1994 - 2%; May 1, 1994 - 2%; and January 1, 1995 - 3.5%."

**IV. FACTORS TO BE CONSIDERED BY THE ARBITRATOR.**

"7. Factors considered. In making any decision under the arbitration procedures authorized by this paragraph, the arbitrator shall give weight to the following factors:

"a. The lawful authority of the municipal employer.

"b. Stipulation of the parties.

"c. The interests and welfare of the public and the financial ability of the unit of government to meet the costs of any proposed settlement.

"d. Comparison of wages, hours and conditions of employment of the municipal employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees performing similar services.

"e. Comparison of the wages, hours and conditions of employment of the municipal employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes generally in public employment in the same community and in comparable communities.

"f. Comparison of the wages, hours and conditions of employment of the municipal employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes in private employment in the same community and in comparable communities.

"g. The average consumer prices for goods and services, commonly known as the cost-of-living.

"h. The overall compensation presently received by the municipal employes, including direct wage compensation, vacation, holidays and excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.

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

"j. Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment."

**V. LAWFUL AUTHORITY OF THE UNIT OF GOVERNMENT.** There is no question here as to the lawful authority of the County to meet the terms of either offer.

**VI. STIPULATIONS.** This is a first independent agreement between the County and the Corrections Officers and Dispatchers in their own bargaining unit. All other matters have been stipulated to between the parties. The Corrections Officers and Dispatchers had previously been part of the Courthouse employees union also known as Local 36-4.

**VII. COSTS OF OFFERS.** This is a bargaining unit of four Corrections Officers and four Dispatchers. Because both parties have split wage increases, there is the concept of "lift" involved, which is the year-end wage cost from which next year's bargaining proceeds. The following information is derived from County Exhibits 6 and 7:

**Table I**  
COSTING OF FINAL OFFERS

County Offer

<u>Item</u>	<u>1993</u>	<u>Actual</u>	<u>1994</u>		<u>1995</u>		<u>Lift</u>	<u>%</u>	
			<u>%</u>	<u>Lift</u>	<u>%</u>	<u>Lift</u>			
Total Wages incl. Shift	136,167	141,588	3.98	142,496	4.65	146,472	3.45	147,412	3.45
Total Benefits	62,714	74,241	18.38	74,424	18.67	79,195	6.67	79,385	6.67
Total Package	198,881	215,829	8.52	216,920	9.07	225,667	4.56	226,797	4.55

Union Offer

Total Wages incl. Shift	136,167	144,318	5.98	147,956	8.66	157,097	8.85	165,045	11.55
Total Benefits	62,714	74,791	19.25	75,525	20.42	81,336	8.75	82,938	9.81
Total Package	198,881	219,109	10.17	223,481	12.37	238,433	8.83	247,983	10.96

1993-1995  
% Increase

County							13.47		14.03
Union							19.89		24.69

**VIII. COMPARABLE COUNTIES.** The parties are differing on what constitutes a set of comparables among the counties. The Union primary comparables consists of six of seven counties contiguous to Langlade County. These counties include Forest, Lincoln, Marathon, Oconto, Oneida and Shawano. The Union holds that Menominee County is too small and too lacking in administrative structure to be used as a comparable. The Union is further arguing that the primary Employer list has too many unorganized Corrections Officers and Dispatchers to make valid comparisons so that a secondary list of counties in a kind of second ring around Langlade County needs to be considered. This secondary list includes Brown, Clark, Florence, Marinette, Portage, Price, Taylor, Vilas, Waupaca, and Wood.

The County list of comparables is Forest, Lincoln, Oconto, Oneida and Shawano. The County does not include Menominee and Marathon, the latter county on the ground that it is too large and populous.

The following table gives selected information on the parties selections:

**Table II**

SELECTED DATA ON COUNTIES CONSIDERED AS COMPARABLES BY THE PARTIES

I. Adjacent Counties

<u>County</u>	<u>1992 Pop.</u>	<u>1993 Full Value (000)</u>	<u>1993 Per Capita Value</u>	<u>1993 Levy Rate</u>
Forest	8,811	269,141	30,099	5.55
Lincoln	27,339	707,197	25,576	6.93
Marathon	119,315	3,410,652	28,585	6.16
Oconto	30,664	947,702	30,464	6.87
Oneida	32,175	1,666,330	51,017	3.72
Shawano	37,330	1,005,807	26,785	5.71
Langlade	19,761	512,555	25,594	8.10

II. Second Tier Counties

Brown	202,940	6,553,278	32,292	4.96
Clark	31,945	663,108	20,758	9.31
Florence	4,804	164,024	34,143	10.37
Marinette	41,138	1,134,396	27,575	5.87
Outagamie	145,967	4,866,158	33,337	5.66
Portage	63,263	1,959,551	30,975	5.13
Price	15,761	420,953	26,709	9.10
Taylor	19,066	419,749	22,016	8.70
Vilas	18,150	1,526,570	84,109	2.76
Waupaca	47,484	1,377,357	29,007	5.85
Wood	75,103	2,067,594	27,530	5.84

(CX 10)

The Union provided information on commuting patterns from the first tier and other counties around Langlade County. Table III summarizes this information.

**Table III**

COMMUTING PATTERNS OF EMPLOYEES TO AND FROM LANGLADE COUNTY

<u>To Langlade County From</u>		<u>From Langlade County To</u>
Vilas	22	8
Oneida	101	167
Lincoln	33	157
Marathon	148	314
Shawano	259	140
Menomonee	3	24
Oconto	27	22
Door	7	
Forest	56	36
Brown		22
Waupaca		2
Portage		10
Price		3
		174

The parties supplied information on comparables accepted in past arbitration decisions. The next table summarizes this information.

Table IV

SUMMARY OF COMPARABLES ACCEPTED IN INTEREST ARBITRATION IN LANGLADE COUNTY

<u>Case No. (WERC)</u>	<u>Date</u>	<u>Arbitrator</u>	<u>Employees</u>	<u>Comparables</u>
MIA-919	10/30/85	Vernon	Sheriffs	Lincoln, Oconto, Oneida, Shawano, Price, Taylor, Antigo City
INT/ARB-4668	2/24/89	Vernon	Highway Employees	Forest, Lincoln, Marathon, Menominee, Oconto, Oneida, Shawano, Antigo City
MENOMINEE COUNTY				
MIA-673	5/23/83	Kerkman	Sheriffs	
MED-ARB-1479	5/23/83	Kerkman	Social Services Menominee County	Menominee County held not comparable to other counties
INT/ARB-6369	4/4/93	Friess	Human Services	No counties considered comparable
LANGLADE COUNTY				
INT/ARB-7082	3/7/95	Malamud	Foresters, Nurses, Social Worker	Forest, Lincoln, Marathon, Menominee, Oconto, Oneida, Shawano, Price, Taylor

Union Position on Comparables Summarized. The Union notes that the parties agree on five counties as comparable: Forest, Lincoln, Oconto, Oneida and Shawano. The Union also includes Marathon County and contiguous counties from which to draw data because of the small number of counties which have Corrections Officers and Dispatchers represented by the union. The Union holds that the County's attempt to exclude Marathon County from the list of comparables is self-serving. The County included this County in each of three prior interest arbitration decisions. While it is true that Marathon has more people and a broader economic base, the evidence also is that Marathon County has more of an impact on Langlade County than any other county. Langlade County and Marathon are in the same geographic area as far as the labor market is concerned. The Union holds that the County is attempting to exclude Marathon because it is a wage leader in the matter of Dispatcher classification.

The Union also objects to the County's use of non-represented positions in the counties it uses as comparable. Of the six counties considered comparable, only Marathon, Oconto and Oneida Counties employ represented Dispatchers in 1993 and 1994. The Dispatcher wages in Forest, Lincoln and Shawano were unilaterally determined by the respective counties and should not then be used for comparison. In Forest County dispatcher duties were furnished by sworn Deputy Sheriffs. This duty was not described in the Deputy Sheriff's Agreement in 1993-94. The new Jailer-Dispatcher position created in that county is not settled.

In Lincoln County Dispatcher duties were performed by Deputy Sheriffs in 1993 and by non-represented Dispatchers in 1994. The Dispatchers there are in a courthouse bargaining unit, but there is no record of settlement.

The Union is maintaining that it never agreed in the exclusion of consideration of Menominee County to thereby exclude Marathon County from among the comparables. The Union holds that in the past the parties always included Marathon County in the comparables, and as for Menominee County, even though it has a Dispatcher, that Dispatcher is not unionized, and would not be considered in any case.

At the same time the Union is contending that because among the six primary counties it has named only three have represented Dispatchers and there are so few settlements for 1995, it is necessary to consider contiguous counties for comparisons. The Union says that its exhibit about the labor market (UX 12) demonstrates that there is a labor market extending to contiguous counties.

As for the positions of Jailers/Dispatchers in Forest County and Dispatchers in Lincoln and Shawano Counties, these positions were unilaterally established and implemented and should not be used. Further the County did not provide documentation of the sources of the wage rates.

Position of the County on Comparables Summarized. The County holds that the appropriate comparable pool is the contiguous counties. It notes that no comparable pool has been established and any decision in the instant matter will become the comparable pool. The selection is therefore vital to the interests of the parties.

The County contends that the Union's proposal for a secondary comparable pool of satellite counties should be rejected. The County cites a selection of a County pool of comparables for an arbitration involving Deputy Sheriffs. In this case in 1985 the County had selected contiguous counties and Taylor County and the City of Antigo. To this the Union had added Price and Vilas. In his decision Arbitrator Vernon expressed concern about Marathon County because of its large size. Taylor County also was objected to because it was not contiguous. The arbitrator had rejected the Union comparables as too scattered. In the matter of Taylor, Price and Vilas Counties, the parties here have not stipulated to their inclusion as primary comparables.

The County notes that Menominee County is not being included by both parties and Marathon County therefore also should be excluded, being of much greater population and wealth.

In an arbitration case involving Langlade County Professionals, both parties stipulated to Marathon County, and Arbitrator Malamud therefore included that county within the comparable pool, but expressed his concern about its large size. The County here holds that there is no basis for including Marathon County in the pool because of its large size, which is six times that of Langlade.

The County also objects to consideration of the secondary pool of counties proposed by the Union. These counties are geographically scattered and many of them are far larger than Langlade, especially Outagamie and Brown Counties.

The County holds that geographic proximity should be given great weight in selecting comparables and cites arbitral authority to this effect. The County says that Langlade's labor market is comprised of counties contiguous to Langlade and cannot extend to the secondary pool of satellite counties proposed by the Union. Union Exhibit 12 shows that there is no labor market for Langlade County other than Vilas where workers come into Langlade County, and as for Marathon County being part of the labor market for Langlade County, only .02% of the population works in Marathon County.

The County disputes the Union contention that Jailer/Dispatcher in Forest County is not unionized. This position was created in 1994 and placed within the Deputy Sheriff's agreement. This agreement however was negotiated in 1993-94 and so it does not show the Jailer/Dispatcher position, but the position is unionized and the rate reported by the County is in the County's listings.

In Shawano County a Dispatcher position was created in 1994, and the Dispatchers are represented. The County's lists of wages show the agreed upon wage rate.

In Lincoln County though the Dispatchers currently are not represented, there is no reason not to consider the wage rate among the comparables basically because the statute on factors to be considered in arbitration makes no distinction between represented and non-represented employees.

The County suggests that if Forest, Lincoln, Shawano and Marathon Counties are excluded by the arbitrator, comparable data would admit only of the consideration of Oneida, Oconto, Price, Taylor, Vilas, and possibly Florence Counties. The data would then show that the County wage offer is the more comparable among these counties when averaged.

Discussion. In the consideration here, the matter of labor market is predominant in the selection of comparable counties. This market apparently consists of the contiguous counties and including both Menominee and Marathon Counties and, in the arbitrator's opinion, Vilas County. Since the parties have excluded Menominee County, the arbitrator will exclude that County. The evidence derived from Union Exhibit 12, showing commuting patterns for work in February 1994, shows that 314 Langlade County residents went to Marathon County for work and 148 Marathon County people went to Langlade County for work. Vilas is included because it is shown that 22 people from Vilas County went to work in Langlade County, although only 8 went from Langlade to Vilas. Though these numbers in percentage terms of population or work force are small, they do indicate a common labor market.

However if not enough of a pool of comparables can be found of organized employees in the primary pool of counties, some use will be made of secondary comparables as offered by the Union; but of the secondary list supplied by the Union, the arbitrator holds that the population figures and therefore the economic base which supports the population in some of the counties is sufficiently unlike the economic milieu of Langlade County to bar some counties from more than a tertiary use if needed. These counties include Brown, Outagamie, Portage, Wood and Waupaca. In each of the foregoing counties the population is more than double the population in Langlade and the full value nearly triple or more than that of Langlade. Marinette County has a population slightly more than double that of Langlade and a full value somewhat more than Langlade, but is considered here as having a secondary value and not a tertiary value only.

The primary comparables are then Forest, Lincoln, Marathon, Oconto, Oneida, Shawano, Vilas and Langlade. Secondary comparables are Clark, Marinette, Price and Taylor Counties.

**IX. WAGE COMPARISONS - CORRECTIONS OFFICERS.** There are two categories of employees represented here which require comparisons. These are Corrections Officers, sometimes described as Jailers, and Dispatchers. The comparisons here will be analyzed separately. The County has argued that there should have been disparate treatment of the Dispatchers and Corrections Officers since an attempt by the Union to advance the wages of Correction Officers far over shoots the mark which would be suitable for Dispatchers.

The following tables relate to Correction Officer comparables in the counties considered most comparable by the arbitrator.

**Table V**

COMPARISONS OF CORRECTIONS OFFICERS WAGES, "LIFT" MAXIMUMS

<u>County</u>	<u>1993</u>	<u>Rank</u>	<u>1994</u>	<u>Rank</u>	<u>1995</u>	<u>Rank</u>
<u>Primary Comparables</u>						
Forest(S)	11.43(2)		8.00(C)			
Lincoln(C)	9.50		10.07			
Marathon(C)	10.96		11.64			
Oconto(C)	11.07		11.51			
Oneida(i)(C)	11.12		11.68		12.15	
Shawano(S)	12.00		8.97(C)			
Vilas(C)	8.86		9.42			
Average	10.70		10.18			
Langlade County	9.41	5/7	9.79	5/8	10.13(1) ( 9.94)(2)	2/2
Union			10.14	4/8	11.27	2/2

EX 22 and UX 20-22

Table V continued

<u>County</u>	<u>1993</u>	<u>Rank</u>	<u>1994</u>	<u>Rank</u>	<u>1995</u>	<u>Rank</u>
<u>Secondary Comparables</u>						
Clark(C)	11.67				10.02	
Florence(C)	9.45		9.78		10.98	
Marinette(C)	10.66		11.13			
Price(C)	11.23		11.87		12.29	
Taylor(C)	10.44		10.71		11.03	
Average	10.69		10.87		11.08	

UX 20-22

- S - Deputy Sheriff  
 C - Corrections Officer or Jailer  
 1) - County Exhibit 22  
 2) - Union Exhibit 22

Table VI

COMPARISON OF DISPATCHER WAGES, LIFT MAXIMUMS

<u>County</u>	<u>1993</u>	<u>Rank</u>	<u>1994</u>	<u>Rank</u>	<u>1995</u>	<u>Rank</u>
<u>Primary Comparables</u>						
Forest(S)	11.43		8.00(D)(1)			
Lincoln			8.76(2)			
Marathon(D)	12.17		12.92			
Oconto(D)	11.07		11.51			
Oneida(D)	8.60		9.03		9.65	
Shawano(S)	12.24		8.83(D)(1)			
Vilas(D)	8.86		9.42		10.75	
Average for Dispatcher only	10.17		9.95		10.20	
Langlade County	9.41	5/7	9.79	3/7	10.13	2/3
Union		5/7	10.14	3/7	11.27	1/3
<u>Secondary Comparables</u>						
Clark(D)	11.67					
Florence(D)	9.45		9.78		10.02	
Marinette(D)	13.32		13.79		14.20	
Price(D)	10.14		10.74		11.12	
Taylor(S)	12.30		12.67		13.05	
Average for Dispatcher only	11.14		11.43		11.78	

- S - Deputy Sheriff  
 D - Dispatcher  
 1) - The Union says that this rate was not bargained. The employer says it was. Rate included in average.  
 2) - Not bargained; therefore not used in averaging.

County Exhibit 24 supplied information on percentage increases for Jailers and Dispatchers from which the following table is derived:

Table VII

PERCENTAGE INCREASES FOR JAILERS AND DISPATCHERS  
COUNTY COMPARABLES

<u>County</u>	<u>Position</u>		<u>1993</u>		<u>1994</u>		<u>1995</u>
Forest	J/D		3.50%				
Langlade	J/D	1/1	3.00%	1/1	2.00%		3.50%
		7/1	3.00%	5/1	2.00%		
Lincoln	D		4.00%		4.00%		
	J		1.00% min. 6.00% max.		1.00% min. 6.00% max.		
Oconto	J/D		4.00%		4.00%		
Oneida	J/D	1/1	2.00%	1/1	4.00%	1/1	3.00%
		7/1	2.00%	12/1	1.00%	7/1	1.00%

Union Position on Wages Summarized. The Union says that wage levels of the comparables supports the Union offer. The Union here is arguing for a catch-up. The Union contends that where a catch-up is needed, wage levels should be given more weight than internal or external settlement patterns. It also contends that arbitrators dismiss arguments that where wage levels are low, they should be supported because they are the result of collective bargaining. It cites arbitral opinion to this effect.

The Union here is maintaining that wages paid Corrections Officers and Dispatchers are well below average wages paid to employees in the Union list of comparable counties. The Union in a table presented the information from which the following table is abstracted.

Table VIII

CORRECTION OFFICER WAGE COMPARISONS, "LIFT" MAXIMUMS

<u>Union</u>	<u>Counties</u>		<u>Counties</u>		<u>Counties</u>	
<u>Primary List</u>	<u>Reported</u>	<u>1993</u>	<u>Reported</u>	<u>1994</u>	<u>Reported</u>	<u>1995</u>
Average of comparables	4	10.55	5	10.77	2	Insufficient
Langlade County		9.41		9.79		10.13
Union				10.14		11.27
<u>Union Secondary List</u>						
Average of comparables	11	11.09	9	11.56	7	11.79
Langlade County		9.41		9.79		10.13
Union				10.14		11.27

In taking the ranking of Langlade from its information reported in Table IV of its brief, the Union reported that the Corrections Officers were 5th in rank among 5 reporting comparables in the primary group in 1993, and 15th when all the primary and secondary groupings are considered together for 1993. In 1994, the rank of both the Union and County offer would be 5th among 6 primary comparables, and the Union offer would be 11th among 15 total comparables and the County offer would be 12th. In 1995 both County and Union offers would be 2nd among 3 reporting primary comparables. The County offer would be 8th among 10 in the combined groupings and the Union offer would be 6th.

In addressing the matter of the paucity of 1995 primary comparables, in two of the unreported comparables, the 1994 rate already exceeds both offers in Langlade.

The Union notes that while the Union gains two places in the combined districts list, Vilas is likely to surpass it in 1996. The Employer's offer for 1995 would trail the 1994 rate in 7 of the 9 second tier counties, and further the 1995 rate of the County would be below 9 of the 11 secondary comparables.

The Union objects to the inclusion of Forest, Lincoln and Shawano Counties for Dispatcher position, and contends that the County has hand picked its comparables. It also objects to the County's projection of a 3.0% increase being accepted by employees in comparable counties in 1995.

County's Position on Wages Among Comparables. The County holds that its wage offer is reasonable and consistent with external settlements. It cites arbitral opinion to the effect that high percentage wage increases are not to be supported and that wage rates which maintain approximately the same wage relationships should be supported. The County presents information in its brief about percentage settlements which are summarized in the following table.

**Table IX**

PERCENTAGE INCREASE AMONG COUNTIES PRIMARY POOL

<u>County</u>		<u>1994</u>		<u>1995</u>
Forest		County sets rates for both years.		
Lincoln		4% Dispatchers		
		Jailers vary by step		
Oconto		4%		
Oneida	1/1	4%	1/1	3%
	12/1	4%	12/1	1%
Langlade				
County	1/1	2%	1/1	3.5%
	5/1	2%		
Union lift		7.8%		11.1%

The County also argues that the average rates for Corrections Officer and for Dispatcher in the comparable pool support the County's offer. In the specific case of the position of Jailer, the County states that its wage offer, though slightly below the average of the comparables, is nevertheless the more comparable. Arbitral opinion supports the position of maintaining the rates that prevail among comparables. Under the County offer the Corrections Officers maintain their relative position.

The County is objecting to the effort of the Union to treat Corrections Officers and Dispatchers with identical wage increases. By attempting in this way to make the Corrections Officer wage closer to comparable averages, it produces a Dispatcher wage excessively higher than the comparable average. The Union proposals, while bringing the Corrections Officers closer to the comparables in 1994 will produce a greater disparity in 1995. This position of the County is shown by this Table:

**Table X**

**CORRECTION OFFICER WAGE COMPARISONS OF OFFERS PROJECTED TO 1995**

	<u>1993</u>		<u>1994</u>		<u>1995 Est. (3%)</u>
Average of					
County Comparables	10.65		10.30		10.37
Langlade	9.41	(-1.24)			
County			9.79	(-.51)	10.13 (-.24)
Union			10.14	(-.16)	11.27 (+.90)

The County asserts that the above information shows that the County will maintain the relative relationships while the Union offer will produce a wage increase excessively above the comparables. The Union increase for just one year comes to \$1.13.

The County argues that under the Union offer the Dispatchers are getting more than is justified and the Corrections Officers are following suit. This kind of "hump" is not justified in arbitral decisions. The County's 7.5% wage increase over two years is certainly more in synchronization with the comparables than the Union's increase of 19.8%. This Union demand is exorbitant.

The County argues that the Union offer would produce instability in comparable counties because the wage rate will be altered and the average per position will be dramatically increased. Other units will argue for catch-up and leap-frogging will occur.

The County also states that the Union's use of average wage rate and wage ranking are without merit because the Union has utilized its second tier counties to reach averages and in these second tier counties it has used Brown, Marinette, Outagamie, Portage, Waupace and Wood which far exceed Langlade in population, property value, tax levy, and per capita income.

The County is also arguing that the matter of wage ranking as produced by the County offer should be given weight since the County offer does not erode the ranking of Langlade among the comparables. The Union offer if adopted would produce a situation of leap-frogging.

The County is also arguing that the wage increase the Dispatchers and Corrections Officers had received in 1992 and 1993 amounted to more than 10% cumulative, and this should be given some consideration.

Discussion. Taking into cognizance the general purport of the parties with respect to Correction Officer wages, and views based on their lists of comparables, the arbitrator here looks at the data in foregoing Table V to ascertain whether a catch-up for Corrections Officers is needed, as claimed by the Union, and whether, if so, the Union nevertheless overshoots the mark, especially in the year 1995. It is evident from the table that a catch-up is indicated based on the 1993 rank of Langlade. Under the offers in 1994, a considerable catch-up would still be needed under the County offer while under the Union offer of \$10.14 the condition of Langlade nearly reaches the average of \$10.18.

It is to be noted that the average wage for Corrections Officer work among comparables dropped from 1993 to 1994 because of two variables. Shawano and Forest County both had Corrections Officer work performed by Deputy Sheriffs in 1993 and changed to lower paid Corrections Officers in 1994. Nevertheless the County offer still lags when averages are considered.

As for 1995, insufficient data are available in the primary list to make a good comparison. The County in its brief made the assumption that comparable counties might provide 3% increases for 1995. A 3% increase in the \$10.18 average of the arbitrator's list of comparable counties would produce a new average of \$10.48, which is \$0.35 above the County offer. However that new average would be \$0.79 below the Union offer. If the average increase were 4% as in the case of Oneida County for 1994-95, then the new average would be \$10.58, causing the County offer to lag by \$0.45 and the Union offer to exceed by \$0.69. In either event it appears that the Union is overshooting the mark with its 1995 proposed increase.

Before making a judgment as to whether this overshooting is excessive, the arbitrator finds it necessary to consider the effect of the offers on the Dispatchers' wages.

**X. COMPARISON OF DISPATCHER WAGES.** The positions of the parties on Dispatcher will be summarized first.

Union Position Summarized. In addition to wanting Marathon County included, the Union does not want Forest, Lincoln or Shawano Counties considered among the comparables. In Forest County in 1993 and 1994 Dispatcher duties were performed by Deputy Sheriffs; and in 1995 there is a new Jailer/Dispatcher classification, but wages are not settled. In Lincoln County in 1993 Deputies did the dispatching and in 1994 the Dispatchers were unrepresented. In 1995 they are represented, but there is not a settlement.

In 1993 and 1994 in Shawano County, Deputies did the dispatching and in 1995 Dispatchers are represented but no settlement rate is reported, although the County argues that Dispatchers are represented.

In its brief, the Union provided a table of Dispatcher wage comparisons from which the following information is abstracted:

**Table XI**

DISPATCHER WAGE COMPARISONS, LIFT MAXIMUMS

<u>Union Primary List</u>	<u>Counties Reported</u>	<u>1993</u>	<u>Counties Reported</u>	<u>1994</u>	<u>Counties Reported</u>	<u>1995</u>
Average of comparables	3	10.61	3	11.15	1	Insufficient
Langlade County		9.41		9.79		10.13
Union				10.14		11.27
<u>Union Secondary List</u>						
Average of comparables	10	11.22	9	11.71	7	11.98
County				9.79		10.13
Union				10.14		11.27

The Union, noting this information, points to a lag in Langlade of \$1.20 in 1993 in Dispatcher wages and a lag of \$1.36 which would occur in 1994 under the County offer. Under the Union offer the compensation for Dispatcher would be \$1.01 at the top rate in 1994. In the secondary list the Dispatcher in Langlade received \$1.81 less in 1993 than the average at the maximum rate. In 1994 under the Employer offer this would increase to \$1.92 at the maximum. In 1994 the Union rate would be \$1.66 less than the average at the maximum. In 1995 in the secondary list, the County offer at the maximum would be \$1.85 below, and the Union rate would be \$0.71 below.

In ranking in Dispatcher wages among the primary comparables Langlade County was 3rd among 4 in 1993, and with both offers, it would be 3rd among 4 in 1994. In 1995, where Oneida is the only county reporting, it would emerge higher than Oneida with both offers.

When the combined primary and secondary lists are taken, Langlade was 12th among 14 comparables in 1993. In 1994 both offers would place it in 10th rank in 13 comparables; and for 1995 settlements, the County offer would be 7th among 9 comparables, and the Union offer 5th.

Discussion. Reference is made to Table VI foregoing on comparison of Dispatcher wages among counties the arbitrator has considered the primary and secondary comparables, but only where bargaining has occurred to obtain averages. In the primary comparables, the evidence is that for 1994 the County offer lags behind the average of Dispatcher wages where bargaining has occurred, but the Union offer exceeds it. The evidence for 1995 is inconclusive although the County offer may be approaching a bargained average and the Union may be overshooting the mark, because it is striving for wage comparability with second-tier and more populous counties.

When the offers in Langlade are compared with the secondary list of comparable counties, it appears that the Union offer reflects more closely the pattern in these second-tier counties which are similar in population to Langlade.

The conclusion of the arbitrator is that a catch-up is needed in Langlade under the County offer, though in 1995 the Union offer may be overshooting the mark for a one year change among the primary comparables.

**XI. SUMMARY ON WAGE OFFERS ALONE.** Weighing alone the offers of the parties for wages for Corrections Officers and Dispatchers alike, the arbitrator is of the opinion that the existence of a catch-up situation supports the Union offer for 1994, but for 1995 the Union offer then may exceed the average of settlements among primary comparable counties.

**XII. COMPARISONS WITH OTHER PUBLIC EMPLOYEES.** County Exhibit 23 supplied information on percentage increases for organized employees within the County. The following table is derived from this exhibit:

**Table XII**

PERCENTAGE INCREASES FOR LANGLADE COUNTY EMPLOYEES

<u>Classification</u>	<u>1992</u>		<u>1993</u>		<u>1994</u>	<u>1995</u>	
Deputy Sheriff	4.00	1/1 7/1	3.00	1/1 5/1	2.00	3.50	Co. offer
Highway	4.00	1/1 7/1	3.00	1/1 5/1	2.00	3.50	
Courthouse Non-Pro	4.00	1/1 7/1	3.00	1/1 5/1	2.00	3.50	
Courthouse Pro	4.00	1/1 7/1	3.00	CO:1/1 5/1 UN:1/1 5/1 7/1	2.00 2.00 2.00 2.00		Adjustments by class from 50¢ to \$1.33

An inspection of Union Exhibit 6 indicates that Courthouse Non-Professional Employees receive a 4% increase at 7/1/93 instead of a 3% increase reported above.

Union Position on Internal Comparisons Summarized. The Union argues that the need for wage adjustments outweighs the need for uniform settlements within the County. The Union disputes the County contention that a need to have a uniform settlement pattern in the County outweighs the need to improve wages if the wages do not meet external comparisons. The Union cites arbitral authority to the effect that where large discrepancies exist in wages, external comparisons should be afforded more weight than internal comparisons. Internal patterns, though given great weight, should not result in external disparities that are unreasonable. Where an employer's wage levels are significantly behind those of external comparables, the need for reducing the inequity in wage levels outweighs the need to maintain a uniformity of settlements.

The Union further argues that when there is a need for catch-up in an initial contract, arbitrators generally afford greater weight to external comparables. Here the Dispatchers and Corrections Officers are not newly organized, but this is the first time they have been able to bargain for their own interests.

The Union notes that the bargaining unit here is "off-cycle" from the other bargaining units. This proposed agreement covers contract years from 1994-1995. The County's Professional and Non-Professional bargaining units were under a 3 year agreement from 1992-1994. The Deputy Sheriffs had an agreement in 1992-93 and 1994, and the Non-Professional and Highway units have agreed to 3 year agreements 1995 through 1997. As a consequence of being off-cycle, the Employer's agreements with the Non-Professional, Highway and Deputy Sheriffs' bargaining units were all reached after the submission of the final offers here.

The Union also says that the County voluntarily agreed to provide upgrades to six classifications in the Courthouse Non-Professional unit in its last bargaining. The upgrades were in addition to the across-the-board percentage increases agreed to. This upgrading undermines the County contention that to grant the Corrections Officers and Dispatchers increases would undermine collective bargaining.

As for past arbitration awards in which the matter of internal settlements were considered, two were concerned with fringe benefits - health insurance - and not wages. The arbitrator held that uniformity among fringe benefits is more important than uniformity among wages when considering internal relationships.

The Union asserts that in seeking a catch-up for the employees here, it is not seeking superior benefits.

Position of the County on Internal Comparisons Summarized. The County asserts that its wage offer is wholly supported by the internal wage settlements. It cites arbitral opinion to the effect that failure to honor an existing pattern will undercut voluntary collective bargaining and encourage other units to take chances on arbitration rather than settling. Internal settlements should also be favored as they are more likely to reflect the outcome of successful bargaining. Internal settlements should be accepted unless there is an unacceptable disparity between wage levels among comparable employers.

The County notes that agreements with the Deputy Sheriffs, Highway and Courthouse Non-Professional employees were voluntarily agreed to. A 1995 award by Arbitrator Malamud supported a County offer for the professional bargaining unit at a 2% increase for January 1, 1995, and a 2% increase for May 1, 1995. The failure here to recognize this pattern of settlement will undermine collective bargaining in the future because other Langlade County bargaining units may well refuse to reach voluntary agreements in the future. This will destroy labor-management relations and compel the parties to proceed to arbitration.

The Union contention that the need for wage adjustment outweighs the need for uniformity within the County should be rejected. The Union has not demonstrated that each of the two classifications needs a catch-up. On the contrary the County has demonstrated that there is absolutely no need for a catch-up.

The County also contends that the Union offer undermines the County's future ability to bargain successfully with other unions. The County notes that other unions settled voluntarily.

The County also contends that this impending contract is not the first opportunity the Dispatchers and Corrections Officers had to bargain for their own unique interest. They were in the Langlade County Courthouse bargaining unit for many past bargaining agreements.

Discussion. It is obvious that the County offer in this matter is closer to the internal settlement patterns than the Union offer. The weighing of this factor against the Union claim of a need for catch-up will be made later herein.

**XIII. COMPARISONS WITH OTHER NON-PUBLIC EMPLOYEES.** The parties did not address this issue.

**XIV. OVERALL COMPENSATION AND BENEFITS.** First it should be noted that both parties contain in their final offers proposal on shift differential payments and uniform allowances identical in effective terms. Concerning the County list of comparables, only Oneida County pays a larger amount in shift differential with 20 cents per hour for the 2nd shift and 40 cents per hour for the 3rd shift. In the past Langlade has paid 10 cents per hour from 3 p.m. to 7 a.m. Now both parties are proposing a payment of 15 cents per hour from 3 p.m. to 11 p.m. and 20 cents per hour from 11 p.m. to 7 a.m. (CX 25).

In health insurance, among the County's list of comparables, Langlade is the only County reporting 100% payment by the County for single and family plan insurance premiums. Langlade's payment of \$237 for the single premium is the highest among the comparables, but its family plan payment of \$500 per month is fourth among six counties reporting. It has an 80/20 co-pay plan on the first \$1000, and a \$100/300 deductible feature. This is for 1995. (CX 26).

In longevity Langlade has five steps ranging from \$5 per month after two years to \$30 per month after 20 years. In Oconto there is a provision of a payment of 3% of the monthly wage times the number of years in service. In Shawano the payment is 2% of the monthly wage after five years in service. (CX 28).

Corrections Officers and Dispatchers in Langlade get 12 days a year sick leave with a 100 day accumulation. At retirement they can get a 50% pay-out or use the money to pay health insurance.

All Langlade County employees get three days funeral leave for immediate family and two days for other relatives. They can receive three days emergency leave, and nine holidays. There are five weeks of vacation after 22 years. They have medical leave of absence up to one year, and all but the Deputy Sheriffs can have up to one year and can have life insurance but must pay the cost.

The County pays the 6.2% retirement cost for the employee. (CX 28).

County Position on Fringe Benefits and Total Compensation. The County emphasizes the value of the fringe benefits Langlade County employees receive as compared to the comparables. Arbitrators must give weight to the value of these benefits. The County notes that it significantly improved its shift differential from \$.10 per hour to \$.15 per hour for the time from 3 p.m. to 11 p.m., and \$.20 from 11 p.m. to 7 a.m. The County notes that it pays 100% of health insurance premiums and is the only county that pays the premium at this rate. This means that at \$500 per month family health insurance premium, Langlade is paying more for family health insurance than any of the comparable counties.

The County also notes that it has a smaller deductible in the \$100/\$300 level while Forest County has a \$220/\$600 deductible and Oneida County a \$500/\$1000 deductible. Langlade County's co-pay provision has the lowest maximum of \$1000 whereas other counties have maximums from \$2000 to \$5000.

Langlade County contends its longevity is competitive if not better than others, noting that its longevity begins at only two years of experience whereas other counties require five years of experience before the longevity begins.

Also the benefits in the form of uniform allowance is new. The County offer, considering the fringe benefits, is clearly superior.

Position of the Union on Benefits and Total Compensation. The Union placed its main emphasis on the disparity of wages as the factor which should determine the outcome of this matter.

The Union is asserting that the County argues that the Union agreed to accept substandard wage levels in exchange for enhanced fringe benefits. The Union is also noting that the County did not produce a total package costing among comparables and an objective analysis. It only dealt with shift differential, insurance, longevity and uniform allowance. Many other benefits were left out. However taking the benefits the County mentioned, its shift differential merely brings the Corrections Officers and Dispatchers to the level of the Deputy Sheriffs' agreement. Uniform allowance is only half of the Deputies' allowance, and longevity and insurance are merely what other Langlade employees get. The only dispute here is wages and the criterion of total compensation should be afforded little weight.

Discussion. While the County did expand on the subject of benefits, it did not address directly the matter of total compensation comparisons between Langlade and any comparable counties. However from County Exhibits 5 to 7A information can be developed on total compensation in Langlade and the value of benefits apart from wages. County Exhibit 5 reported on the total salary in 1994 of four Corrections Officers and four Dispatchers. The total salary without shift differential was \$134,998.50, or an average of \$16,875.

For the value of the benefits and total package, one can refer to Table I foregoing which yields the following information when dividing totals by eight employees.

**Table XIII**

AVERAGE VALUE OF TOTAL COMPENSATION  
ACTUAL COSTS 1993-1994

	<u>1993</u>	<u>1994</u>	<u>% Inc.</u>	<u>1995</u>	<u>% Inc.</u>
County	24,860	26,978	8.5	28,208	4.55
Union	24,860	27,389	10.17	29,804	8.81

From Table I foregoing, it is seen that when fringe benefit costs alone are considered under the County offer, they will increase by 18.67% in 1994 and 6.67% in 1995. Under the Union offer they will increase by 19.25% in 1994 and 8.75% in 1995. This improvement in benefits must be given weight in consideration of the offers of the parties since the cost of the benefits will go under the County offer from 31.53% of the package in 1993 to 34.39% in 1994. Under the Union offer the costs of the benefits will go from 31.53% in 1993 to 33.79%.

There is no record here furnished by either party as to the total compensation offered by the counties considered comparable. However even without that information, the arbitrator considers the substantial improvement in benefits to cause the factor of total compensation to accrue to the County.

**XV. COST OF LIVING CHANGES.** County Exhibit 13 showed that the annual increase in the consumer price index, nonmetropolitan urban areas, for 1993 had been a 2.8% increase. The average of this index had increased another 2.8% by November 1994.

The County notes an arbitral decision to the effect that where both offers in a wage dispute produce a higher percentage than the rise in the cost of living, the lower of the two offers is more reflective of the change in the cost of living. (Stevens Point Area Public School District, Dec. 20952-A (5/84), Krinsky, Arb.).

The County notes that in 1993 the CPI for the year was 2.8% while the employees that year received a lift of 6%. In 1992 the affected employees had received an increase of 4.0%. In 1994, through November, the rise was 2.8%. The County is offering a lift of 4% and the Union is asking for an increase of 7.8%. The Union offer is exorbitant, according to the County.

The Union contends that the prevailing wages among comparables should be the standard which should be used to judge the cost of living in this case. In times of moderate inflation arbitrators have made awards somewhat higher than CPI increases because the matters of supply and demand affect wage settlements. Both parties here are above the CPI changes and the question is that of catching up for the employees here.

Discussion. Both parties in the instant matter are offering split wages for 1994. This causes a lift. The lift represents the year end wages, but not the actual take home pay. The County offer represents in the arbitrator's calculations a 3.3% increase in dollars per employee and the Union offer a 5.2% increase. In terms of percentage increases for actual dollars received, the County offer is closer to the change in the cost of living prior to 1994.

**XVI. ABILITY OF THE UNIT OF GOVERNMENT TO MEET THE COSTS AND THE INTERESTS AND WELFARE OF THE PUBLIC.** The County here is not making an argument about inability to pay. The County however provided in its Exhibit 14 information on the number of persons receiving public assistance among the County list of comparables. In 1992 42 persons received public assistance per month in Langlade, representing 0.21% of the population. Only Oconto with 75 persons receiving assistance was higher and this figure represented 0.24% of the population of Oconto. The average monthly grant in Langlade of \$164.18 was the second lowest among six comparables.

In the 1990 census, 10.63% of the families in Langlade were reported as being below the poverty level. The per capita income of \$10,172 was the second lowest among six counties. Median household income and median family income also were second lowest. (CX 15). As for AFDC cases per 1,000 population, Langlade with a figure of 14.62 per thousand was second highest. In monthly benefits per recipient, however, it was second lowest at \$140.79. (CX 17).

In 1993 the full value of the County among the six county comparables was fifth at \$501,130,100. (CX 18).

The County argues that Langlade is not a rich county and notes its low ranking among the County comparables in full and equalized value. It noted that the County ranks among the bottom in per capita income. The County notes that Langlade has the 11th highest county tax rate among Wisconsin counties and has the highest rate among the County's comparables. The County notes from its exhibit it has the second highest number of clerical workers and farmers among the comparables and ranks among the lowest in technicians, executives and professionals. It has a higher than average unemployment rate among comparable counties. (CX 19).

The County also notes the lower family and household incomes, and people in the poverty level. All this establishes that Langlade is not a wealthy county.

The County says however that it is maintaining equitable wage rates among counties in its comparable pool and exceeds the CPI with its offer so that the employees' economic condition will improve.

The Union on its part is contending that the instant matter should hinge on the severe need for a catch-up in Langlade for Corrections Officers and Dispatchers.

The Union notes that although the County is not pleading inability to pay, it has made extended arguments in its briefs about economic poverty. The Union says that the best interest and the welfare of the public are served by the Union offer. The Dispatchers and Corrections Officers perform duties critical to the safety and welfare of the public. They face stressful situations and must remain calm. They are responsible for the operations and security in the jail. Unacceptable performance can have dire consequences. They must have a considerable amount of skill, knowledge and ability. The Corrections Officers must have State certification and the Dispatchers must be certified on the Department of Justice's TIME computer system. There are physical and mental demands on the lone Corrections Officer and Dispatcher on duty at any given time.

Of the eight employees in this unit only two will have been on duty more than 42 months. The low pay for Corrections Officers caused at least one turnover recently. Unless the pay scale is improved, Langlade County may be losing other skilled employees. There are arbitral decisions which support the idea of adequately compensating critical employees as being in the interest and welfare of the public.

Discussion. Although the County has produced extensive data in showing that Langlade County is not a county with as strong an economic base as some nearby counties, especially "second tier" counties, the evidence is that it can meet the costs of either offer and the argument of inability to pay is not present.

As to the matter of the interests and welfare of the public, there is no question that it is in the interests and welfare of the public that security personnel are adequately paid. Adequate pay is judged in part by pay for similar work among comparables. Under this standard as noted before, the need for a catch-up exists in the case of Corrections Officers for 1994, and the probable over-shooting of comparability is likely to occur in 1995 under the Union offer. The arbitrator believes that the best interest of the public will be served by the County offer until the 1995 pattern of settlement emerges under settlements to see how much catch-up, if any, is needed. The best interests of the public in this relatively low income county of Langlade where a catch-up may be needed is made by advances in several steps.

**XVII. OTHER FACTORS.** The only new matter occurring during the pendency of the proceedings has been the Arbitration Award of Arbitrator Malamud in Langlade County (Case 68, No. 50107, INT/ARB-7082 (3/7/95)). This matter was given consideration herein.

The Union in considering other factors re-emphasizes that this is an initial contract for this unit where a catch-up is needed, that the employees here have different interests than other employees, that this bargaining unit is off-cycle from other bargaining units and should not therefore be judged by internal settlements reached after the submission of final offers in this case. All these matters have been treated earlier.

**XVIII. SUMMARY AND CONCLUSIONS.**

1. There is no question here as to the lawful authority of the County to meet the terms of either offer.

2. This is a first independent agreement between the parties. All other matters in this agreement have been stipulated to.

3. The percentage increase in actual compensation under the County offer in two years will be 13.47% and under the Union offer will be 19.89%. The lift percentage increases will be 14.03% and 24.69% respectively.

4. On the basis of data presented, the arbitrator finds a primary set of comparable counties for this bargaining unit to be Forest, Lincoln, Marathon, Oconto, Oneida, Shawano, Vilas and Langlade. A secondary set of comparables are Clark, Marinette, Price and Taylor Counties.

5. Weighing alone the offers of the parties for wages for Corrections Officers and Dispatchers alike, the arbitrator is of the opinion that the existence of a catch-up situation supports the Union offer for 1994, but the Union offer for 1995 may exceed the average of settlements as they emerge among primary comparable counties.

6. As for internal settlements, the County offer is closer to internal settlement patterns.

7. Comparisons with private employees were not made by the parties.

8. Though no record was furnished by either party as to total compensation, the evidence is that the County is providing a substantial improvement in benefits sufficient in value to cause the factor of total compensation to accrue to the County.

9. In terms of changes in the cost of living, the County offer is closer in terms of percentage increases to the change in the consumer price index for the relevant period.

10. Although Langlade County is not as strong economically as some of the comparables, there is no argument here as to the ability of the County to meet the costs of either offer.

11. As to the interests and welfare of the public, although there is a need for some catch-up in wages for the employees in 1994, the interests and welfare of the public will be best served under the County offer to see if there is a need for a catch-up after 1995 settlements among primary comparables occur. The best interest of the public in this relatively low income county of Langlade where a catch-up might be needed is to make the advances in several steps.

12. A new matter of a settlement occurring in Langlade County through an arbitration award was given consideration in this matter.

In considering what weights to attach to the foregoing, the arbitrator weighs the catch-up situation which seems needed for 1994 against what appears to be an overshooting of the mark by the Union in 1995. In that year the Union is proposing an 8.85% increase in actual wages and 11.55% in lift. This appears to be not supportable among the primary comparables. Further the lagging of the County in wages in 1994 is balanced in some part by its improvement in total benefits of 18.38% actual, giving total compensation for the year of 8.52% actual. The conclusion here is that the County offer in sum more nearly fits the statutory criteria. Hence the following award.

**XIX. AWARD.** The Agreement between Langlade County Corrections Officers/ Dispatchers, Local 36-A, AFSCME, AFL-CIO and Langlade County should include the County offer.

*Frank P. Zeidler*

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FRANK P. ZEIDLER  
ARBITRATOR

Date May 22, 1995

Milwaukee, Wisconsin