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STATE OF WISCONSIN
BEFORE THE ARBITRATOR

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

* * * * *

* In the Matter of the Petition of *

* LANGLADE COUNTY LAW *
* ENFORCEMENT ASSOCIATION *

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

* LANGLADE COUNTY *
* (SHERIFF'S DEPARTMENT) *

* * * * *

Case 39
No. 33858 MIA-919
Decision No. 22203-A

APPEARANCES:

On Behalf of the County: Ronald J. Rutlin, Attorney at Law, Mulcahy & Wherry, S.C.

On Behalf of the Association: James T. Rogers, Attorney at Law, Rogers and Bremer

I. BACKGROUND

On September 20, 1984, the Association filed a petition with the Wisconsin Employment Relations Commission requesting the Commission to initiate final and binding arbitration pursuant to Section 111.77(3) of the Municipal Employment Relations Act, with regard to an impasse existing between the parties with respect to wages, hours, and conditions of employment of law enforcement personnel for the year 1985. An investigation was conducted on November 12, 1984, by a member of the Commission's staff. The Investigator advised the Commission on December 4, 1984, that the Parties were at impasse on the existing issues, as outlined in their final offers.

The Commission then ordered the Parties to select an Arbitrator to resolve the dispute. The undersigned was selected and advised of his appointment on January 14, 1985. A hearing in the matter was scheduled and held on May 23, 1985. Post-hearing briefs were submitted and exchanged July 1, 1985. Based on the relevant statutory criteria, the evidence and the arguments of the parties, the Arbitrator renders the following award.

II. ISSUES

There are several matters at issue. They are outlined and explained below.

A. Wages

The County offers the following salary schedule:

	<u>Monthly Pay</u>
	<u>Effective Jan. 1, 1985</u>
Administrative Sergeant	\$1,616
Sergeant	1,601
Juvenile Officer	1,601
Top Deputy (over two years)	1,543
Deputy (over one year)	1,484
Deputy (hiring date)	1,424

The Association's offer is reflected by the following:

	<u>Effective</u> <u>Jan. 1, 1985</u>	<u>Effective</u> <u>July 1, 1985</u>
Administrative Sergeant	\$1,612	\$1,627
Sergeant	1,597	1,612
Juvenile Officer	1,597	1,612
Top Deputy (over two years)	1,541	1,556
Deputy (over one year)	1,484	1,499
Deputy (hiring date)	1,427	1,442

The following represents the amount expressed as a percent and dollars that the offers increase the 1984 salary schedule.

	<u>County</u>		<u>Union</u>			
			<u>1/1/85</u>		<u>7/1/85</u>	
Administrative Sgt.	\$58	3.72%	\$54	3.46%	\$15	0.93%
Sergeant	58	3.75	54	3.49	15	0.93
Juvenile Officer	58	3.75	54	3.49	15	0.93
Top Deputy (+ 2 yrs)	56	3.76	54	3.63	15	0.97
Deputy (+ 1 year)	54	3.77	54	3.77	15	1.00
Deputy (hiring date)	51	3.71	54	3.93	15	1.05
AVERAGE	\$56	3.74%	\$54	3.63%	\$15	0.97%

It should also be noted, that the cost impact of the Association's split offer is 4.1 percent, and the end-of-the year date is lifted by 4.6 percent.

B. Health Insurance

The 1984 contract requires the Employer to pay 80 percent of the cost of group health and medical insurance. The Employer proposes to maintain the status quo -- the Association proposes to increase the Employer's contribution to 90 percent.

C. Sick Leave
(Supplement to Worker's Compensation Pay)

The Association proposes to maintain the status quo language which states:

"ARTICLE 19 (f)

"In the event of 'on the job' injury, the County will guarantee one (1) year full pay. One Hundred percent (100%) disability will be determined by doctor's ruling only. Upon receipt by the employee of their Worker's

Compensation Check, the check shall be signed and turned over to the County Treasurer. After one (1) year pay from the County, continuation of payment shall be made by Worker's Compensation or Social Security if employee is eligible for disability."

The Employer proposes a change in the language as follows:

"In the event of 'on-the-job' injury, the County will guarantee one (1) year full pay. One hundred percent (100%) disability will be determined by doctor's ruling only. The employee will receive the worker's compensation benefit and be paid the difference between the regular pay based upon a normal work week and the worker's compensation benefit with the County charging the employee's sick leave account with the number of hours that equal the cash differential between the worker's compensation and the regular pay."

The net effect of the change, is that while under the County's offer, the Employer will be guaranteed one year's pay for a disability. The difference between worker's compensation and 100 percent pay will be made up initially by drawing from the employee's sick leave. Therefore, the Employer's liability for the difference between worker's compensation and full pay, will not start until, and unless, the sick leave account was exhausted prior to one year.

D. Seniority Termination

Presently, the termination of an employee's seniority is controlled by the following:

"Termination of Seniority: Seniority shall be deemed to have been terminated when an employee is no longer on the County Payroll except for an authorized leave of absence."

The Association proposes to maintain the status quo. The Employer proposes the following language:

"Seniority shall be deemed to have been terminated when:

- "1. An employee quits or retires;
- "2. An employee is absent from work for three (3) days or more without first receiving permission, unless due to illness or accident which prevents him from notifying the County;
- "3. An employee is not employed for two (2) years after having been laid off;
- "4. An employee fails to report to work within fifteen (15) days from date of receipt of Notice of Recall, sent certified mail, return receipt required;
- "5. An employee is discharged for just cause;
- "6. An employee, while on leave of absence, accepts other employment without permission from the County."

E. Ancillary Issues (Comparables)

The parties are also having sharp differences in the employers they believe to be comparable. They both have also made extensive arguments in support of their positions on comparables. The County argues that the following employers are comparable:

Forest County	Oneida County
Lincoln County	Shawano County
Marathon County	Taylor County
Menomonie County	City of Antigo
Oconto County	

The Association believes that the City of Antigo should be the principal comparable. In addition, they find the following counties comparable:

Ashland	Oneida
Bayfield	Pepin
Burnett	Price
Door	Rusk
Green Lake	Sawyer
Kewaunee	Taylor
Lincoln	Trempealeau
Marquette	Vilas
Oconto (1984)	Washburn

In addition, they submit data on the following cities:

Merrill
Rhineland
Shawano

III. ARGUMENTS OF THE PARTIES

A. The County

The County's primary argument, is that their offer is more reasonable because it is most consistent with other negotiated settlements internal to the County. This applies to wages, insurance, seniority and worker's compensation. They cite a number of cases which stress the importance of internal equity.

Of these issues, the County believes that the health insurance issue is the most important. It is their position that the Association has offered no compelling reason to increase the Employer's contribution. The County's offer, on the other hand, is consistent with the contribution they make for the other two organized units. Moreover, while the City of Antigo pays 90 percent, they note that the recent change from the 80 percent to 90 percent was negotiated in exchange for the Association agreeing to a plan that was significantly less costly. Thus, they argue that the change from 80 percent to 90 percent paid premium in the instant arbitration, should not be unilaterally imposed, especially when it clearly exceeds the well-established internal patterns of paid benefits.

The County also maintains that the percentage wage increase compares favorably with increases voluntarily negotiated with other units in the County. They note, in this regard, that the Association's offer exceeds the actual increases, year-end-lift, and two-year total increases received by the other units. They submit the following:

	1984 <u>Wage Inc.</u>	1985 <u>Wage Inc.</u>	Total Cumulative % Wages <u>Year-End Lifts</u>
Social Services Non/Professional	4%	4%	8%
Social Services Professional	3%	3%	6%
Highway Department	4%	3.5%	7.5%
Law Enforcement	1/1 3% 7/1 1%	County: 3.8% Assn: 1/1 3.6% 7/1 1.0% 4.6% Lift	County: 7.8% Assn: 8.6%

With respect to the worker's compensation issue, the County submits that their proposal establishes greater internal equity among the bargaining units. They assert that other contracts deduct sick leave to supplement the difference between worker's compensation and the employee's normal paycheck. However, they also note, that the Association will still receive a greater benefit than the other bargaining units, in that law enforcement employees will receive 100 percent of their normal pay for one year regardless whether or not they have enough sick leave to supplement it. This guarantee is included in the previous contract language, and remains unchanged by the County's final offer.

Next, they also argue that the County's language regarding termination of seniority, establishes internal equity among bargaining units. They maintain that the language they are proposing is virtually the same as the other units.

With respect to external comparables, the County also makes a variety of arguments. First, they believe an hourly wage should be the basis for comparison. They submit that comparing monthly data is not an "apples to apples" comparison, because Langlade County has a unique method of calculating wages for their regularly scheduled hours of work, which is not reflected in the simple statement of monthly wage rates and total hours worked per year. For instance, they submit that on the basis of monthly dates, it would appear that the City of Antigo police earn more than the County deputies. However, directing attention to Exhibits 18-21, they assert that while the Sheriff's department employees do work more hours per year on their regularly scheduled hours of work, in fact they receive a much greater annual salary and hourly rate of pay. They further maintain, that the distortion between what Langlade County employees appear to earn, versus what they actually earn results from two facts: (1) they do not receive any Kelly days off (like the City of Antigo) so their annual hours are greater; and (2) they receive time and one-half for all hours over 40 per week, even though these are regularly scheduled hours of work. Thus, they assert that County deputies receive a greater hourly rate for each hour worked. This differential between the City and County work, increases even more in 1985 under the Union's offer, and they do not believe this to be justified.

Concerning other counties, and based on their hourly rate calculations, the Employer believes that their offer compares most favorably. For instance, their offer maintains the 1984 rank at five out of seven, whereas the Association's proposal would increase it to three out of seven. This is unwarranted, in their opinion.

Last, they argue that their offer is more reasonable in view of general economic circumstances. For example, they contend that the cost of living criteria supports their offer. They note that the US city average for all urban consumers increased at an annual rate of only 3.7 percent by the end of March, 1985. Accordingly, the County's offer far exceeds the increase in inflation for the pertinent period of time, with a 4.85 percent total package compensation offer, and, in their opinion, not one iota of evidence has been presented by the Association to support their final offer of a total package generating 5.96 percent. They also draw attention to the unemployment rate in Langlade County, which exceeds the state average.

B. The Association

The Association first emphasizes the comparability of Langlade County to the City of Antigo. They believe this comparison to be most valid for this arbitration because of its unique working relationship with the Langlade County Sheriff's Department. They note that the Police and Sheriff's Departments literally work side-by-side out of the same building. They share telephone systems, teletypes and other office equipment. Even the offices of the Police Chief and Sheriff, are next door to each other. They also draw attention to the historical similarities in wages, benefits and working conditions, such as working eight-hours per day for six days, and then having two days off.

Just as the internal comparables were the main thrust of the Employer's argument, the City of Antigo is the main focus of the Association's argument.

First, they submit that the County's approach in comparing the wages of the City of Antigo and Langlade County is misleading. While both work eight-hour days, six days on two days off, the City of Antigo gives employees 12 "Kelly Days" off per year. This is necessary to bring the annual hours worked down to the normal 2,080 hours per year, which results from a standard 40-hour, five-day work week. A six on, two off schedule yields 2,190 hours per year. By contrast, they note that the County has taken steps to achieve 2,080 regular hours worked per year. The County, however, has chosen not to give Kelly days, but rather to recognize the additional 110 annual hours worked with a 6/2 shift as overtime. That is, 2,080 hours per year are paid at the regular rate, while the 110 overtime hours are paid at time-and-a-half. For this, the Sheriff's Deputies receive a lump sum check for those 110 overtime hours at the end of the year.

Further, in this connection, they note the 1984 Langlade County overtime provision, which will be unaltered by this arbitration, provides as follows:

"ARTICLE 11 - OVERTIME

"The regular weekly shift is six (6) day of work and two (2) days off, and eight (8) hours per day, and for pay period purposes, the hours per week will be averaged out at 42.115 hours per week and time and one-half will be paid for hours over forty (40) of the regularly scheduled work week provided they were not the result of a training requirement ..."

Thus, the regular hours worked by the Langlade County Deputies and the City of Antigo Officers are within 1.2 hours per month. The only difference is that the city officers have their actual hours worked reduced by virtue of their 12 Kelly days. On the other hand, the County Deputies actually work more hours, but

every hour over 40 hours per week is overtime, and is paid at the overtime rate. Accordingly, they calculate the hourly rate by utilizing a 2,080 base and the monthly rate, not by dividing an employee's total annual earnings including overtime by 2,190 hours. They contend that their calculations clearly show that under the Association's offer, the Deputies' regular rate will be a composite \$8.93 per hour (\$8.89 for the first 6 months and \$8.98 for the last 6 months), not the \$9.16 and \$9.20 per hour indicated in County Exhibits 20 and 21. The total dollar difference per Deputy, per year, between the Association's and the County's offers is only \$71.50. Also, the Association's offer results essentially, in wage parity with the City of Antigo, with the only difference being a token \$1.00 per month. The Antigo 1985 salary schedule, and the final offers compare as follows:

		Wage	\$ Diff.
Antigo	1/1	1,540.00	- 1.00
	7/1	1,555.00	- 1.00
Langlade County			
(Association)	1/1	1,541.00	- 0 -
	7/1	1,556.00	- 0 -
(County)		1,543.00	-13.00

The Association also uses the City of Antigo as the primary support for their health insurance proposal, and in support of maintaining the status quo on worker's compensation. For instance, under the Association's offer, the County's contribution for health insurance premium costs would also coincide with the percentage paid by the City to the Police. More specifically, the County would pay 90 percent of the premium costs. Under the County's final offer, the County would only pay 80 percent of such costs. In addition, the Association's offer, unlike that of the County, would result in a consistent policy regarding worker's compensation. That is, under both the County's contract and the Association's offer, the employees would receive any difference between worker's compensation benefits and regular wages, without a reduction in accumulated sick leave -- at least for a limited time. Under the County's offer, the deputies would never be paid that difference without a corresponding reduction in sick leave.

In terms of other comparables, they suggest that based on their analysis of the data, Langlade County would still range disproportionately low (18 out of 19 counties in terms of wages), even under the Association's offer, as opposed to its comparables. In addition, they believe the evidence demonstrates that Langlade County would also rank next-to-last in wages when compared to its comparable cities, only a token \$1.00 above the lowest paid -- Antigo.

They also contend that the 90 percent Employer contribution toward health insurance premiums is inconsistent with comparable counties and cities, only in the sense that most of the comparables contribute more. The County's offer of 80 percent payment for both single and family coverage, would be the lowest among the comparables.

The Association also analyzes the worker's compensation issue relative to the comparables, other than the City of Antigo. They argue that the existing worker's compensation language does not need to be altered, because it is substantially similar to the provisions in comparable contracts. More specifically, they cite the contracts in the counties of Ashland, Burnett, Rusk, Sawyer, Washburn and the cities of Rhineland and Shawano.

Last, in terms of rebuttal, they argue that the County's contention that its offer is preferable, based on internal comparability, is unpersuasive because there is a lack of internal uniformity, and because internal comparisons are less relevant than external comparisons. For example, the Sheriff's department has a three-year history of split wage increases, while the other departments do not; the Sheriff's department's wage increases were nine percent in 1981, eight percent in 1982, six percent in 1983 and four percent in 1984, of which only the 1982 percentage increase coincided with those of the other departments; the 1985 wage increases are four percent for Courthouse/Social Services (non-professional), three percent for Social Services (professional), 3.5 percent for Highway, and a County proposed 3.8 percent for the Sheriff's Department. Thus, the pattern seems to be one of internal inconsistency, rather than consistency. In addition, they aver that even if internal uniformity did exist, such comparisons are less relevant than external comparisons. The unique and hazardous nature of law enforcement work makes its value more appropriately gauged by comparisons to other law enforcement personnel. Moreover, internal uniformity should not be used as a justification for maintaining an unreasonable depressed wage and benefit package in relation to comparable employees in the same line of work.

IV. DISCUSSION AND FINDINGS

A. Ancillary Issues

There are two preliminary issues which must be resolved before analyzing the final offers in light of the statutory criteria. These are: 1) which external employer's are going to be considered comparable; and 2) what basis of comparison is going to be used -- hourly versus monthly -- and if an hourly rate is used, which calculation of that rate is correct.

First, with respect to comparables, it should be noted that neither set of comparables is fully satisfactory. However, of the two groups, the Employer's is most appropriate. The Union's set is too geographically scattered to be fully valid. In addition, they include cities other than Antigo, which are not as comparable as County employers. The Employer, on the other hand, tends to produce a reasonable balance of geography, population and economic base. While the inclusion of Marathon County is somewhat bothersome, because of its larger size, it is geographically proximate, and undoubtedly has a certain degree of economic influence on Langlade County in the area of labor markets, etc. Thus, it should be given some weight. In addition, its large size is somewhat offset by the inclusion of Menomonie, which is disproportionately smaller.

The only other concern the Arbitrator had about the Employer's set of comparables, was the inclusion of Taylor County -- the only employer among their set which is not contiguous. While the Arbitrator does not believe Taylor County to be non-comparable, per se, he does believe it is equally appropriate to include Price and Vilas counties as well. These counties, like Taylor, are satellite counties. With their inclusion with the others, the Arbitrator will have a regionally based group representing reasonably similar jurisdictions in the North Central portion of the state. Therefore, the group of external employer's to be used in this case will be:

Forest County	*Price County
*Lincoln County	*Shawano County
Marathon County	*Taylor County
Menomonie County	*Vilas County
*Oconto County	*City of Antigo
*Oneida County	

* settled for 1985

The last comparability issue is the City of Antigo. It is noted that both parties agree it is comparable. Indeed, it is difficult to maintain that the City Police department employees who work in the county seat, which is also the most populous city in the county, do not find themselves faced with, at least, similar economic factors. The real question here, is whether the City of Antigo deserves more weight as a comparable, than other counties. It is the Arbitrator's opinion that the City of Antigo deserves no more weight than any of the comparable counties.

The next issue which must be resolved, is the dispute over the hourly rate and the appropriate basis for wage comparisons. After reviewing the evidence and arguments, it is the conclusion of the Arbitrator that even if hourly rates are used as a basis of comparison, the Employer's calculations of the hourly rate is inappropriate.

As noted by the Union, the Employer's hourly rate is derived by taking a deputy's total annual earnings, including the 2.115 hours of scheduled overtime each week (a total of 110 hours at time and one half), and dividing the total number of working hours by 2,190. This is invalid, because it results in an inflated hourly figure, because it includes 110 hours at the time and one-half rate. It is this Arbitrator's opinion, and he believes it to be reasonably well established, that for wage comparison purposes, overtime -- casual or scheduled -- paid at premium rates, should not be included. The Employer's calculations obviously include it.

If hourly figures are used for comparison purposes, they should reflect the employee's rate of pay for regular/straight time hours. In this case, all hours over 40 hours per week (2,080 hours per year) are paid at overtime. Thus, since the monthly rate in the contract does not contemplate overtime, and is based on 2,080 hours per year, the correct hourly rate can be found by multiplying the monthly rate by 12 and dividing by 2,080 hours.

The other ancillary issue is whether monthly rates or hourly rates should be used from the settled counties for 1985. First, it is noted that most rates are expressed as monthly rates, and next, with the exception of Oconto and Price counties, most monthly rates contemplate approximately 2,080 hours per year.¹ Therefore, even if a straight monthly figure was used, the comparison probably would not vary that much from hourly figures. However, because there is variation, and because the raw data presented by both parties is reliable, hourly figures should be given greatest weight. They are calculated by taking the monthly salary x 12 and then dividing by the annual straight time base hours.²

1. The hour basis for straight time rates are as follows: Lincoln -- 2,080; Oconto -- 2,184; Oneida -- 2,080; Price -- 2,190; Shawano -- 2,053; Taylor -- 2,068; City of Antigo -- 2,094

2. It is noted that both parties used the same method for calculating the hourly figure in 1984 for contracts with split increases. They average the two rates.

C. Wages

With respect to all the issues, including wages, the Employer argues that internal comparables should be given controlling weight. They argue that their offer is more consistent with the internal pattern. On the other hand, the Union emphasizes the external comparables.

The appropriate relative weight to be given the external versus internal comparables, is as much at issue as are the various bargaining proposals. Certainly, internal comparables, where there is a pattern of wage level changes (increases), and a pattern of benefits, deserves great weight. However, merely because there may be a pattern, can external comparables be ignored. Internal comparisons -- even if they involve dissimilar employees -- deserves most weight when adherence to the internal pattern results in wages and benefits that still fall within a reasonable range of the wages and benefits earned by similar employees in the external comparables. In other words, if the internal pattern would cause the employee to fall too far out of step with other employees doing similar work in comparable jurisdictions, the external comparables become more important.

This question will be explored below, but from the outset it should be noted that there is one factor weighing against the influence of the internal "pattern". Insofar as wages go, the fact is there is no steadfast internal pattern. The main reason internal comparables deserves great weight, is the equity factor. For example, if all of the other employees of a particular employer received a four percent wage increase, then the employees at bar should, from an equity standpoint, receive four percent, or else dissension, instability in bargaining and morale problems could result. As noted by the Union, there is no hard pattern in what the Employer has settled for. In fact, the 4.1 cost of the Union's offer is only slightly above the four percent settlement with the non-professional social service unit. Therefore, this is not a situation where strong equity and fairness considerations are raised by the Union's offer on wages, breaking a pattern.

Accordingly, external comparables warrant some attention in this matter. In this respect, the Arbitrator focused on deputies, as they comprise the greatest number of people in the unit, and because they are most easily compared to other employers.

When the available data is analyzed, the Association's offer is moderately more reasonable because it maintains their historical relationship with the external comparables, whereas the Employer's offer would result in some increased erosion in an already negative differential. This conclusion was based on the following table:

	Hourly	1984 Monthly	Annual
Lincoln	9.09	1,576	18,912
Oconto	8.93	1,625	19,500
Oneida	8.71	1,509	18,112
Shawano	8.74	1,506	18,072
Price	8.35	1,524	18,288
Taylor	8.74	1,506	18,072
City of Antigo	8.58	1,487	17,856
AVERAGE	8.73	1,533	18,396
Langlade (Difference)	8.58 (\$-0.15/1.7%)	1,487 (\$-46/3%)	17,844 (\$-552/3%)

	Hourly	1985 Monthly	Annual
Lincoln	9.87	1,710	20,520
Oconto	9.37	1,706	20,472
Oneida	9.09	1,568	18,816
Shawano	9.17	1,568	18,816
Price	8.70	1,589	19,068
Taylor	9.17	1,580	18,966
City of Antigo	8.87	1,547	18,570
Avg.	9.18*	1,610	19,331
County Offer (Difference)	8.90 (\$-0.28/3%)	1,543 (\$-67/4.2%)	18,516 (\$-815/4.2%)
Association Offer:			
January 1, 1985	8.89	1,541	18,492
July 1, 1985	8.97	1,556	18,672
Avg.	8.93	1,548	18,582
(Difference):			
7-1-85 Rate	(\$-0.21/2.3%)	(\$-54/3.4%)	(\$-659/3.4%)
Avg. Rate	(\$-0.25/2.72%)	(\$-62/4.0%)	(\$-749/4.0%)

*1985 average increase over 1984 in the comparables was 0.45\$/hour or 5.1 percent. This compares to a 3.76 percent average increase for deputies for 1985, under the Employer's offer, and 4.1 percent average increase in dollars and a 4.6 percent increase in the rate under the Union's offer.

An analysis of this table indicates that in 1984, the Langlade deputies were about 0.15\$ per hour, or 1.7 percent behind the average in the comparables. This differential in 1984, is slight, but to accept the Employer's offer for 1985, the employees would fall behind by a more significant margin -- 0.28\$ per hour or 3.0 percent behind the average. This weighs in favor of the Association. Even accepting the Association's offer would result in additional erosion on the year-end rates. When this is added to the fact that there is a split increase, which results in fewer actual dollars in the employees' pockets, than the single increases in the comparables, and that it lessens the impact on the Employer, the Association's offer is preferable.

D. Health Insurance

Again, in terms of this issue, the question of internal versus external comparables arises. It is the conclusion of the Arbitrator, that the Association has justified their proposal to change the status quo with respect to health insurance. As the table below shows, there is overwhelming support in the external comparables. It also is significant that the difference between Langlade's contribution, and the general trend, is substantial. The wide variance justifies breaking the internal pattern. When at least half of the external comparables pay 100 percent, and only one pays less than 90 percent, an 80

percent contribution is too far out of step to justify continued adherence to the internal pattern. It is significant too, that there is no evidence that payment of 90 percent of the premium by the Employer will place their contribution in dollars above that of other employers.

Employer Health Insurance
Contributions

	Family	Single
Lincoln	100%	100%
Oconto	100	100
Oneida	100	100
Shawano	90	90
Price	90	95
Taylor	75-85	75-85*
City of Antigo	90	90
Vilas	NA	100
Marathon	100	100
Forest	100	100

*Exact amount depends on the deductible election.

Another factor weighs in favor of the Association's offer on health insurance, and that is the combination of their relatively lower wages and lower employer insurance contribution. If the Arbitrator were faced with the singular issue of health insurance, it would be easier to accept the internal comparable argument. However, when the fact that the status quo health insurance language is significantly out of step with the externals is considered, in combination with the fact that the Employer's offer would moderately increase an already negative differential, the Union's offer, on these two points, is more reasonable.

E. Worker's Compensation and Seniority Termination

In the case of these two proposals, it is the Employer who is seeking to change the status quo. It is the conclusion of the Arbitrator, that based on a combination of internal and external comparables, the Employer has justified their proposal.

With respect to the change in worker's compensation language, not only is the Employer's proposal most consistent with the internal comparables, it is most consistent with the external comparables. Only Oneida, Marathon and the City of Antigo, have something similar to that enjoyed by the Sheriff's department employees in Langlade county. Oconto, Shawano and Taylor have no such benefit, while Lincoln, Price and Vilas County have a reduction from the sick leave in account. Moreover, this is not as dramatic a change as the Union suggests. They argue that under the County's proposal, the deputies would be less likely to be able to maintain their regular income if they were injured on the job. That is, they would only receive their regular pay if they had accumulated enough sick leave to make up the difference, and if whatever sick leave they had accumulated outlasted an extended absence from work. However, it is clear from the Employer's argument, that benefits will not cease when their sick leave runs out.

Regarding the seniority termination issue, the Employer's offer is preferred, because its impact is minimal and because it is consistent with the internal units. Moreover, of the external comparables, the Employer's offer is similar to Taylor County, Shawano and the City of Antigo.

F. Consideration of the Offers as a Whole

When viewing the proposal as a whole, it is noted that the Employer's offer is favored on the issues of worker's compensation and seniority termination, and the Union's offer is favored on the issues of wages and health insurance. Weighing this relative preference, more weight must be given to the issues of health insurance and wages. The most important consideration here is, that even though holding for the Employer would result in a more internally consistent contract, it would result in an even more inconsistent contract relative to the externals. In other words, holding for the Employer would result in a contract that, in terms of the items of wages and health insurance, would be too far out of step with the wages and benefits paid to other law enforcement personnel in comparable counties. Thus, the internal pattern must give way, under these circumstances.

AWARD

The 1985 Labor Agreement between Langlade County (Sheriff's Department) and the Langlade County Law Enforcement Association shall include the final offer of the Association and those items previously agreed and stipulated by the Parties.



Gil Vernon, Mediator/Arbitrator

Dated this 30th day of October, 1985 at Eau Claire, Wisconsin.