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STATE OF WISCONSIN  
WISCONSIN EMPLOYMENT RELATIONS COMMISSION  
WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION  
Before the Arbitrator

In the Matter of Arbitration

between

Ashland County Professional  
Employees Local 216-E,  
AFSCME, AFL-CIO

-and-

Ashland County Department of  
Social Services, Ashland,  
Wisconsin

INTEREST ARBITRATION  
(Voluntary Impasse  
Resolution Procedure)

J. C. Fogelberg  
Neutral Arbitrator

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Representation -

For the Union:  
James Ellingson, AFSCME Staff Representative

For the County:  
William Sample, Consultant

Statement of Jurisdiction -

On December 23, 1987 the Wisconsin Employment Relations Commission issued an order requiring that arbitration be initiated for the purpose of resolving the impasse arising in collective bargaining between the Ashland County Professional Employees, AFSCME, Local 216-E and Ashland County (Department of Social Services) on matters affecting wages, hours and conditions of employment for all regular full time and regular part time social workers and trainees in the Department of

Social Services and the registered nurses employed in the County's nurse's office, excluding the Director, Basic Service Supervisor, Director of Nurses, supervisors, confidential employees and non-professional personnel. On the same date the Commission furnished the parties with a panel of arbitrators for the purposes of selecting a single arbitrator to resolve their impasse. Thereafter on February 23, 1988 prior to the appointment of the arbitrator, the Commission received a copy of a Voluntary Impasse Resolution Procedure (attached hereto and marked as Appendix A) executed by the parties pursuant to Section 111.70(4)(cm)5 of the Wisconsin Statutes. Accordingly, on February 29, 1988 the Commission issued its order setting aside the petition and dismissing the matter. Subsequently, the undersigned was notified of the Commission's actions and, pursuant to the voluntary procedures agreed to by the parties, an arbitration hearing was scheduled and held on February 29, 1988 in Ashland. At the hearing, evidence was received and testimony taken relative to the outstanding issues. The parties then indicated a preference for filing written summary arguments and submitting additional documentation. When the summary briefs were received by the Neutral on July 15th, the hearing was deemed officially closed.

The Issue -

The sole issue in dispute concerns the most appropriate

wage rates to be implemented for the Social Workers, exclusively, for the 1987 contract commencing January 1st.

Position of the Parties -

Union's Position: That the 1987 collective bargaining agreement reflect a 6.75% increase for all Social Workers effective January 1st with an additional 3% lift effective July 1, 1987. One bargaining unit member (Kenneth Newman) would be "grandfathered" at a 3% wage increase off the salary schedule.

County's Position: Conversely, the Employer has proposed an improvement of all salary schedule wages for the Social Workers of 5.6% effective January 1, 1987. Under the County's proposal, Mr. Newman would also be "grandfathered" off the schedule and receive a 3% wage improvement.

Analysis of the Evidence -

Although the parties have agreed to submit their dispute to arbitration under their Voluntary Impasse Resolution executed on February 19, 1988, this procedure is nevertheless essentially identical to that contained in Wisconsin Statutes 111.70(4) (cm)6 and mandates that the factors enumerated in Subd. 7 of that same section of the Act be considered by the neutral when reviewing the evidence. Accordingly, in reaching the decision that has been made here, the Arbitrator has given careful consideration to each of the criteria set forth in

Section 111.70(4)(cm)7 of the Wisconsin Statutes as they relate to the documents, testimony and written arguments submitted by the parties.

Of those factors listed in the Statute, it is readily apparent, upon examining the record, that the parties have placed considerable reliance upon external and internal comparisons, the Consumer Price Index covering the period of time in question, the bargaining history of the parties, and other benefits received by the employees.

During the course of the proceedings, it was learned that prior to 1985 Social Workers and health care professionals were paired with other "non-professional" personnel in the same bargaining unit. When wages were negotiated with the County and voluntarily agreed upon, improvements were based on cents per hour. While this apparently was acceptable to the majority of the membership, it adversely affected the professional staff who received substandard improvements when compared to other people holding similar positions in the general geographic area. According to the testimony of Union representative James Ellingson, the procedure was improved dramatically in 1985 when, following a petition filed with the Wisconsin Employment Relations Commission, the parties reached an agreement whereby the professional personnel would remain under the same contract with the non-professionals within the Social Service Department, but would be treated as separate unions for the purposes of wage negotiations and impasse

sating the professionals in the Department. According to the Local however, the wage inequities which occurred prior to 1985 were not fully rectified following the split in the bargaining unit and the establishment of the salary schedule for the Social Workers. Accordingly, the Union asserts that a greater amount of "catch-up" is still necessary in order to eliminate the "goofy system" that was part of the parties' collective bargaining procedures three years ago. In this

adopting either the County's or the Union's proposal will improve Ashland's standings among the counties utilized. Again however, the Union's position exceeds the average adjustments already in place in other counties by a far greater margin than the Employer's. Given the improvements that have been made since 1985 with regard to the compensatory inequities within the bargaining unit, the wages previously agreed to by these same parties relative to the health care employees and other internal settlements, as well as the relatively distressed economy in the area, it is the Arbitrator's judgment that the Union's proposal does not appear to be as realistic as the County's.

Further evidence supporting the Employer's offer is found in examining the data submitted by the County concerning the rise in the cost of living. Pages 16 & 17 of County Exhibit 1 address this criterion. They indicate that from December 1986 to December 1987 the Consumer Price Index rose 4.45% (Urban Wage Earners and Clerical Workers). Comparing this evidence to the final proposals again demonstrates the reasonableness of the County's position. Their 5.6% improvement in wages alone is slightly more than 1% over the inflationary rate as reflected in the Index. Conversely, the Union's position is more than twice the rate of inflation covering the same period of time.

Finally, although the County has acknowledged that they were "not taking an inability to pay position" in this

**VOLUNTARY IMPASSE RESOLUTION PROCEDURE**

The parties signatory hereto have agreed to enter into this Voluntary Impasse Resolution Procedure in accordance with Wisconsin Statutes 111.70 (4) (cm) 5. The Impasse Procedure is essentially identical to the procedure contained within Wisconsin Statutes 111.70(4)(cm)6, except that the parties have agreed to waive that portion of Wisconsin Statutes 111.70(4)(cm)6(b) which establishes the opportunity for public hearing.

For Ashland County:

For AFSCME Local 216-E  
Professional Employees:

\_\_\_\_\_  
William R. Sample  
Representative

\_\_\_\_\_  
James Ellingson  
Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_