

IN THE MATTER OF FACT FINDING

BETWEEN

THE SUMMIT COUNTY MEDICAL EXAMINER

AND

AFSCME, OHIO COUNCIL 8 AND LOCAL 1229

SERB CASE # 2014-MED-01-0081

Robert G. Stein, Fact-finder

LEAD ADVOCATES FOR THE UNION:

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INTRODUCTION

The parties to this matter are AFSCME Ohio Council 8, Local 1229 (hereinafter "Union") and the Summit County Medical Examiner's Office (hereinafter "Employer," "Examiner" or "County"). The Employer is located in northern Ohio. The bargaining unit is comprised of approximately eleven (11) employees who hold various positions in the Employer's Medical Examiner's Office as identified in the Collective Bargaining Agreement. The effective dates of the current Agreement are April 1, 2011 through March 31, 2014. Technically three (3) issues were brought to fact finding: Equity adjustments retroactive to 4/1/14, a MOU Equity Reopener in the third year of the Agreement, and Article 29 Training. The parties reached tentative agreement on two separate occasions during the past several months, only to have the tentative agreement turned down by a vote of the bargaining unit. It appears from the facts submitted, that one of the sticky issues leading to a rejection was the issue of inequity increases. The instant fact-finding is for a successor agreement running from April 1, 2014 to March 31, 2017.

General/State/Local Economic Overview: It can finally be said with certainty that the economy is improving on the local level. Certainly if you use the measure of the Stock Market, things are greatly improved, but for the majority of Americans, a better metaphor is "the bleeding has subsided and the patient's (a.k.a. economy) condition is good with signs of further improvement." Conditions post 2008 are not nearly the same as they were prior to the recessionary crash and its aftermath that have caused local governmental conditions to be substantially altered. One only has to view the funding sources that Summit County relies upon to arrive at this conclusion. Gone are years passed when a recession in northern Ohio was bolstered by a fundamental underpinning of a structurally strong manufacturing base that provided a living wage and benefits and supported a viable middle class who were mainstays in our consumer based economy. Caution and disquiet appear to be an apt characterization of the state of the current international, national and the local economies. The economy is improving but the improvement is still very much uneven, some people survived and recovered very well from the effects of the "great recession," others did not and either remain unemployed or underemployed and have often

experienced a substantial reduction in their wealth. A vast majority of the improvement in the economy is skewed to the wealthy, while middle and lower income wage earners have realized a net erosion in their earnings. Unspoken, but nevertheless real is the presence of uneasiness in the economy both domestically and on the international front in terms of strife in Iraq, Syria, Iran, and the Ukraine, serious health threats from West Africa, the economy in China, and the continuation of aberrant weather conditions that pose a threat to employee budgets and to those of public sector employers. All of these facts, some of which take place thousands of miles away, can undermine the U.S. economy, the Ohio economy, and the local economy, regardless of the best efforts of Ohio's leaders to sustain economic growth and reduce unemployment.

At this time the economy in Ohio does show signs of steady and continued improvement. But, gone are many of the manufacturing jobs that sustained a strong middle class. Over 400,000 jobs were lost in the last 12+ years, many of which paid a livable wage, along with good benefits. Underscoring that financial challenge is the fact that Summit County has a current deficit of over one million dollars and has had to take some difficult steps in adjusting to less revenue from local and state sources. A recent levy failure that would have improved its financial condition substantially, poses yet another obstacle in the County's desire to return to financial health. The facts indicate the County is having to utilize funding from the Budget Stabilization Fund to balance its budget. The Fund has been reduced from 55 million dollars to approximately 28 million dollars today. County revenue has to date improved from its low of 95 million dollars in 2012 to its estimated collection of 101 million for 2015, still short of the 111 million collected in 2008, prior to the Great Recession taking hold. At the same time, employees in the bargaining unit have had to make sacrifices in terms of layoffs or furlough days.

The items specifically addressed by the fact finder in this report are based upon the evidence and arguments proffered by the Union and the Employer. The recommendations contained in this report are intended to conform to the statutory criteria that all fact finders must follow.

CRITERIA

OHIO REVISED CODE

In the finding of fact, the Ohio Revised Code, Section 4117.14 (C) (4) (E) establishes the criteria to be considered for fact-finders. For the purposes of review, the criteria are as follows:

1. Past collective bargaining agreements
2. Comparisons
3. The interest and welfare of the public and the ability of the employer to finance the settlement.
4. The lawful authority of the employer
5. Any stipulations of the parties
6. Any other factors not itemized above, which are normally or traditionally used in disputes of this nature.

The recommendations contained in this report are listed in accordance with Articles that were open and the subject of mediation. For the sake of brevity the specific rationale proffered by the parties can be found in their position statements.

However, in summary the parties' positions on the issues:

Summary of Employer's Position on Wages. The Employer at one time during negotiations was willing to consider some equity adjustments, but at fact-finding the Employer's position was to reject any equity adjustments as being excessive and unwarranted. In addition, the Employer rejects the concept of an MOU for an equity adjustment re-opener for 2016. Finally, the Employer resubmits the tentative agreement reached by the parties regarding Article 29 Training. The Employer asserts that the County is slowly recovering from years of recession and revenue shortfalls. It contends that the wage increases agreed to by the parties of 1.5% for the first year, 2.0% for the second year, and 2.25% for the third year are reasonable increases. Although at one time during negotiations it considered providing three employees with equity increases, which were rejected by the bargaining unit in a ratification vote, it should not be now obligated to provide equity increases to certain employees in 2014 or during the remainder of the Agreement.

Summary of Union's Position on Wages. The Union points out the fact that during the last contract period, bargaining unit employees went without a wage increase for two years. The Union proposes equity increases for certain employees retroactive to 4/1/14, and a Memorandum of Understanding to negotiate further equity increases for the third year (2016) of the Agreement. The Union argues that its proposed equity increases are based upon additional duties and/or responsibilities being assigned to bargaining unit members as well as years of service in a classification. (See Union Exhibit 2) Finally, the Union argues that even though it has previously tentatively agreed to modifications made by the Employer in Article 29, Training, it now has reservations about these modifications.

Fact-finder's overall Findings.

During the fact-finding hearing the parties, through mediation, resolved their differences with respect to all issues brought to fact-finding with the exception of the issue of equity increases. The parties have agreed on the wage increase schedule of 1.5% retroactive to April 1, 2014, a 2% increase effective April 1, 2015, and a 2.25% increase effective April 1, 2016. They also resolved any differences they had regarding Article 29, Training and

agreed not to have to re-open the Agreement during 2016. Regarding the single issue of equity increases for three bargaining unit employees, the Union modified its position and presented persuasive evidence in an effort to expand the number of employees who would receive an equity increase on a one time basis with little additional costs retroactive to April 1, 2014. The Employer made a substantial case for its economic condition, and emphasized its concern over the failure of a levy that would have brought in much needed revenue to the general fund. The modification in equity adjustment made by the Union, while still resisted by the Employer as being excessive, was in the main recognized on a one time basis as a more modest and fairer approach to achieving equity within classifications. However, the economic condition of the Employer and the delay that has occurred in the negotiations process supports a prospective rather than a retrospective equity adjustment tied to the 2015 wage adjustment.

RECOMMENDATIONS:

As agreed to by the parties, the bargaining unit shall receive a wage increase of 1.5% retroactive to April 1, 2014, followed by a wage increase of 2.0% on April 1, 2015, and a wage adjustment of 2.25% on April 1, 2016. In addition the following one time equity adjustment placed in the form of a Memorandum attached to the Collective Bargaining Agreement shall be as follows:

MEMORANDUM OF UNDERSTANDING

On April 1, 2015 the following equity pay adjustments for the following employees will occur prior to the 2% general wage increase provided to all employees in the bargaining unit:

| | <u>4-1-14 wage</u> | <u>Equity increase</u> | <u>Pay adjustment prior to 2015 wage increase</u> |
|---------------------------|--------------------|------------------------|---|
| Justin Benner | \$41,537.60 | (\$936.00) | \$42,473.60 |
| Lauren Lukasiewicz | \$40,206.40 | (\$936.00) | \$41,142.40 |
| Jason Grom | \$44,387.20 | (\$936.00) | \$45,323.20 |
| Damien Hill | \$41,392.00 | (\$956.80) | \$42,348.80 |
| Phil Mendoza | \$41,392.00 | (\$956.80) | \$42,348.80 |
| LeighAnn Fultz | \$34,299.20 | (\$936.00) | \$35,235.20 |

TENTATIVE AGREEMENT

Any tentative agreements reached by the parties as well as any current language that is not changed or not addressed above shall be considered to be recommended in the successor Collective Bargaining Agreement.

The fact finder respectfully submits the above recommendations to the parties this ____ day of December 2014 in Portage County, Ohio.

Robert G. Stein, Fact finder

TENTATIVE AGREEMENT

Any tentative agreements reached by the parties as well as any current language that is not changed or not addressed above shall be considered to be recommended in the successor Collective Bargaining Agreement.

The fact finder respectfully submits the above recommendations to the parties this 5th day of December 2014 in Portage County, Ohio.

A handwritten signature in black ink, appearing to read "Robert G. Stein", written over a horizontal line.

Robert G. Stein, Fact finder