

BACKGROUND

The instant case involves the Cuyahoga Metropolitan Housing Authority and AFSCME, Ohio Council 8, Local 1355. The authority is an independent political subdivision of the State of Ohio. It provides housing for more than 50,000 low-income residents of Cuyahoga County. The union represents two bargaining units. The clerical unit consists of 67 employees in 18 job classifications. The maintenance unit consists of 210 employees from 14 classifications.

The parties began negotiations on July 11, 2017, for successor agreements to the ones due to expire on June 30, 2017. At that time, they agreed to extend the contracts and to make any wage increases retroactive to July 1, 2017. They also created a Mutually Agreed Dispute Settlement Procedure providing for fact-finding based on the statutory criteria set forth in the Ohio Revised Code. The parties appointed the undersigned to serve as the Fact Finder should they fail to reach agreement.

When the parties reached impasse, the Fact Finder held a mediation session on November 16, 2017, at which time a number of issues were resolved. The wage issue, however remained open.

A fact-finding hearing was held on November 29, 2017. Prior to the hearing, the parties submitted pre-hearing statements with numerous attachments in support of their positions on the wage issue. At the hearing, the parties offered additional arguments and evidence to bolster their positions.

The recommendations of the Factfinder are based upon the criteria set forth in Section 4117-9-05(K) of the Ohio Administrative Rules. They are:

- (a) Past collectively bargained agreements, if any, between the parties;

- (b) Comparison of the unresolved issues relative to the employees in the bargaining unit with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;
- (c) The interest and welfare of the public, and the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;
- (d) The lawful authority of the public employer;
- (e) The stipulations of the parties;
- (f) Such other factors, not confined to those listed in this section, which are normally or traditionally taken into consideration in the determination of issues submitted to mutually agreed upon dispute procedures in the public service or in private employment.

ISSUES

The sole issue before the Fact Finder is wages to be effective July 1, 2017, through June 30, 2020. In order to facilitate the settlement of the dispute, the parties agreed that the Fact Finder should present his wage recommendations without summarizing the arguments and evidence they presented and without providing any rationale for his recommendations.

1) Articles 27 (Clerical) & 28 (Maintenance) - Wages

The Fact Finder's recommendation for the Clerical Unit is as follows:

Section 27.1 Effective July 1, 2017 through June 30, 2020, all employees shall be paid in accordance with the following wage schedule unless otherwise provided below:

<u>Classification</u>	<u>Minimum Pay Band</u>	<u>Maximum Pay Band</u>
Eligibility Specialist	\$16.13 per hour	\$22.20 per hour
Contract Specialist	\$16.13 per hour	\$22.20 per hour
HQS Inspector	\$16.13 per hour	\$22.20 per hour
Housing Recertification Clerk	\$16.13 per hour	\$22.20 per hour
Housing Eligibility Interviewer	\$16.13 per hour	\$22.20 per hour
Housing Eligibility Analyst	\$16.13 per hour	\$22.20 per hour
Management Assistant	\$16.13 per hour	\$22.20 per hour
Leasing Specialist	\$15.16 per hour	\$21.63 per hour

Customer Service Specialist	\$15.16 per hour	\$21.63 per hour
Inspection Scheduler	\$15.16 per hour	\$21.63 per hour
Program Assistant	\$14.68 per hour	\$21.45 per hour
Service Request Operator	\$14.68 per hour	\$21.45 per hour
Mail Clerk	\$15.06 per hour	\$20.91 per hour
Home Visitation Specialist	\$14.73 per hour	\$20.91 per hour
Data Entry Clerk	\$14.73 per hour	\$20.91 per hour
Clerk/Typist	\$14.36 per hour	\$20.50 per hour
Receptionist	\$14.04 per hour	\$20.50 per hour
File Clerk	\$14.04 per hour	\$20.50 per hour

(Lead Differential - \$.50 per hour)

Section 27.2 Service Increases

- a) Introductory Period: All employees who have completed the initial Introductory Period of six (6) months after being hired into the bargaining unit shall receive a \$.50 per hour wage increase effective the first day of the first pay period following completion of the initial Introductory Period.
- b) Five (5) Year Service Increase: All employees who have completed five (5) years of continuous bargaining unit service shall receive an additional \$.50 per hour wage increase effective the first day of the first pay period following completion of five (5) years of continuous bargaining unit service.

Section 27.3 Annual Increases

- a) Effective the first day of the first pay period following June 30, 2017, all employees who have completed the initial Introductory Period of six (6) months after being hired into the bargaining unit shall receive a 1% across-the-board wage increase. The minimum and maximum wage rates set forth in Section 27.1 above shall not be adjusted; however, all current employees as of the date of ratification of the 2014-17 Agreement shall receive the 1% wage increase even if in so doing the employee will exceed the maximum wage rate set forth in Section 27.1 above, in which case the employee will be “red-circled” at that rate.
- b) Effective the first day of the first pay period following June 30, 2018, all employees who have completed the initial Introductory Period of six (6) months after being hired into the bargaining unit shall receive a 1% across-the-board wage increase. The minimum and maximum wage rates set forth in Section 27.1 above shall not be adjusted; however, all current employees as of the date of ratification of the 2014-17 Agreement shall receive the 1% wage increase even if in so doing the employee will exceed the maximum wage rate set forth in Section 27.1 above, in which case the employee will be “red-circled” at that rate.
- c) Effective the first day of the first pay period following June 30, 2019, all employees who have completed the initial Introductory Period of six (6) months after being hired into the bargaining unit shall receive a 1½% across-the-board wage increase. The minimum and

maximum wage rates set forth in Section 27.1 above shall not be adjusted; however, all current employees as of the date of ratification of the 2014-17 Agreement shall receive the 1½% wage increase even if in so doing the employee will exceed the maximum wage rate set forth in Section 27.1 above, in which case the employee will be “red-circled” at that rate.

Section 27.4 In no event shall an employee receive a rate of compensation which exceeds the maximum pay band rate for the particular classification, except as set forth in Sections 27.3, nor shall CMHA hire an individual over the minimum pay band or increase an individual’s rate of pay to retain said individual.

Section 27.5 Increases shall be paid within two (2) pay periods or thirty (30) days, whichever is greater.

Section 27.6 All overtime payments shall be calculated at time and on-half the total rate of pay.

The Fact Finder’s recommendation for the Maintenance Unit is as follows:

Section 28.1 Effective July 1, 2017 through June 30, 2020, all employees shall be paid in accordance with the following wage schedule unless otherwise provided below:

<u>Classification</u>	<u>Minimum Pay Band</u>	<u>Maximum Pay Band</u>
Groundskeeper	\$12.11 per hour	\$17.76 per hour
Bus/Van Driver	\$13.83 per hour	\$19.68 per hour
Service Person II	\$14.77 per hour	\$20.28 per hour
Stock Clerk	\$14.41 per hour	\$20.28 per hour
Custodian	\$14.41 per hour	\$20.28 per hour
Distribution Assistant	\$14.71 per hour	\$21.02 per hour
Vehicle Mechanic	\$17.95 per hour	\$21.54 per hour
Appliance Repair Technician	\$15.06 per hour	\$21.54 per hour
Warehouse Person	\$15.06 per hour	\$21.54 per hour
Maintenance Materials Specialist	\$14.85 per hour	\$21.35 per hour
Service Person IV	\$15.56 per hour	\$21.54 per hour
Heavy Equipment Operator	\$19.90 per hour	\$22.85 per hour
Service Person V	\$20.28 per hour	\$22.85 per hour
Plasterer	\$20.28 per hour	\$22.85 per hour

Section 28.2 Service Increases

a) Introductory Period: All employees who have completed the initial Introductory Period of six (6) months after being hired into the bargaining unit shall receive a \$.50 per hour wage increase effective the first day of the first pay period following completion of the initial Introductory Period.

b) Five (5) Year Service Increase: All employees who have completed five (5) years of continuous bargaining unit service shall receive an additional \$.50 per hour wage increase effective the first day of the first pay period following completion of five (5) years of continuous bargaining unit service.

Section 28.3 Annual Increases

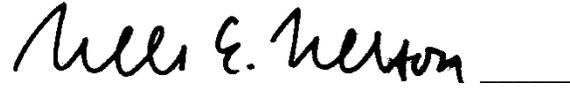
a) Effective the first day of the first pay period following June 30, 2017, all employees who have completed the initial Introductory Period of six (6) months after being hired into the bargaining unit shall receive a 1% across-the-board wage increase. The minimum and maximum wage rates set forth in Section 27.1 above shall not be adjusted; however, all current employees as of the date of ratification of the 2014-17 Agreement shall receive the 1% wage increase even if in so doing the employee will exceed the maximum wage rate set forth in Section 27.1 above, in which case the employee will be “red-circled” at that rate.

b) Effective the first day of the first pay period following June 30, 2018, all employees who have completed the initial Introductory Period of six (6) months after being hired into the bargaining unit shall receive a 1% across-the-board wage increase. The minimum and maximum wage rates set forth in Section 27.1 above shall not be adjusted; however, all current employees as of the date of ratification of the 2014-17 Agreement shall receive the 1% wage increase even if in so doing the employee will exceed the maximum wage rate set forth in Section 27.1 above, in which case the employee will be “red-circled” at that rate.

c) Effective the first day of the first pay period following June 30, 2019, all employees who have completed the initial Introductory Period of six (6) months after being hired into the bargaining unit shall receive a 1½% across-the-board wage increase. The minimum and maximum wage rates set forth in Section 27.1 above shall not be adjusted; however, all current employees as of the date of ratification of the 2014-17 Agreement shall receive the 1½% wage increase even if in so doing the employee will exceed the maximum wage rate set forth in Section 27.1 above, in which case the employee will be “red-circled” at that rate.

Section 28.4 In no event shall an employee receive a rate of compensation which exceeds the maximum pay band rate for the particular classification, except as set forth in Sections 27.3, nor shall CMHA hire an individual over the minimum pay band or increase an individual’s rate of pay to retain said individual.

2) Tentative Agreements - The Factfinder recommends the adoption of the tentative agreements for the Clerical and Maintenance Units reached by the parties.

A handwritten signature in black ink that reads "Nels E. Nelson" followed by a horizontal line.

Nels E. Nelson
Factfinder

December 4, 2017
Russell Township
Geauga County, Ohio