



## BACKGROUND

Park Health Center is located in eastern Ohio in St. Clairsville, Belmont County. It is operated under the auspices of the Belmont County Commission which has three (3) elected Commissioners. Park can physically accommodate a maximum of one hundred residents. The facility offers a full range of services to residents, to include primary medical care, rehabilitation, physical therapy, occupational therapy, dentistry, podiatry, hearing aid services X-ray and laboratory services, and dietary services. It also maintains a Beauty Shop and a Barbershop. It is air conditioned and has free cable television.

The Factfinder's notes do not reflect the total number of employees at the facility. There are sixty four (64) employees in the bargaining unit represented by SEIU, Oocal 1199. Both Part-Time and Fulltime classified employees classified as Certified Nurses Aides (CNA), Restorative and Activity Aides, Housekeeping, Dietary, and Maintenance are represented by the Service Workers.

The Parties' collective bargaining agreement (CBA) expired on June 30, 1995. They agreed to an extension in an effort to resolve differences.

As required by the Ohio Revised Code they were notified by the State Employment Relations Board thirty (30) days prior to the expiration of their Agreement to select a Factfinder. The Undersigned was notified by SERB he had been appointed to serve as the Factfinder. In communicating with the Parties it became apparent they would not be able to reach agreement on all outstanding issues. It

was agreed to place the Matter before Factfinding August 14, 1995.

The Hearing was held as scheduled at the Park Health Center, St. Clairsville, Ohio. The Parties resolved a number of issues prior to the Hearing. They include:

IMPLEMENTATION OF DISCIPLINE TIMELINESS  
CNA - CONTINUING CERTIFICATION  
BEREAVEMENT LEAVE - MODIFICATION OF CURRENT LANGUAGE  
VACATION REQUESTS/REPLY AND POLICY  
TRANSPORTING OF RESIDENTS - IN FACILITY AND OUT  
LIGHT DUTY  
UNION ORIENTATION  
SPLITTING OF HOLIDAYS  
HOLIDAY OBSERVATION  
VACANCIES  
TERMINATION  
OVERTIME OFFERING AND MANDATING

Unresolved issues are listed below:

WEEKEND SCHEDULING  
NO MAKE-UP WEEKENDS  
PERSONAL DAYS  
HOLIDAYS  
WAGES  
SICK LEAVE PAYOUT  
FMLA  
COPIES  
UNIFORM ALLOWANCES  
REIMBURSEMENT FOR DAMAGED ARTICLES  
INCENTIVE PAY  
CALL IN BONUS  
PARKING LOT LIGHTS  
ACTIVE PAY STATUS  
TUITION REIMBURSEMENT  
DURATION

## THE RECORD

The CBA which expired was entered by the Parties. SEIU entered a five-page Report - Income Statement As of 5-31-95 - Park Health Center. It also entered documents showing the average income for Registered Nurses (RN's), Licensed Practical Nurses (LPN's) and a breakdown of Regular Hours, Overtime Hours, Sick Leave Hours, Vacation Hours and Hours Paid for various Departments and Classifications.

At the close of the Hearing the Factfinder reviewed the Outstanding unresolved issues. Two were resolved and their resolution is noted, infra. It should be noted the Factfinder did not indicate what he would recommend for Wages because he needed more time to review the record,

It is apparent there is an absenteeism problem with a small group of Aides. Because the staffing is so tight (161 shifts per week, 165 total shifts of availability if no one is absent), absenteeism forces the Employer to mandate overtime. One contributing factor to absenteeism is the Employer's permitting employees who report off to use accrued Sick Leave without any evidence of sickness. The purpose of Sick Leave (SL) is to have paid days available to employees so they will suffer no loss of pay when required to be absent due to illness or injury (off the job). Sick Leave is not intended by Management and the Union to be used as vacation or merely to be used for a substitute day when an employee simply does not want to work. It is recommended the Employer require medi-

cal proof of disability before granting paid Sick Leave. There could be an exceptional situation when Park could deviate to accommodate a steady worker with an unusual problem.

The Incentive Plan was discussed. Since it is not part of the CBA the Factfinder advised the Parties he would not make it a part of the Report. He did offer a few suggestions for the Parties to discuss.

It is apparent adding Part-Time Employees (PT), particularly as CNA's, will assist in a number of ways without increasing costs, taking into consideration they are not eligible for benefits available to Full-Time employees. This assumes no increase in absenteeism. We are not suggesting replacing Full-Time jobs with Part-Time workers. It is believed such hiring will result in considerably less cost, since the Part-Time employees will be paid straight time rates to cover much of the time currently being covered by Regular Full-Time employees at premium rates. The evidence is also persuasive this will help alleviate the overtime problems which largely fall upon CNA's, which comprise about one-half of the bargaining unit.

- A. WEEKEND SCHEDULING - Recommendation: Regular Full-Time employees be scheduled off two Saturdays and two Sundays per month or a total of four Saturdays and Sundays combined, such days to be consecutive if Saturday and Sunday, if possible. (Adding Part-Time Employees should assist in this effort).
- B. NO MAKE UP WEEKENDS - Recommendation: If the Center determines good cause for absence it may excuse an employee from a Make Up Weekend.
- C. PERSONAL DAYS - Recommendation: Regular Full Time Employees will have five (5) Personal Days which are deducted from Sick Leave accrual. The days will be re-

requested as follows:

one day	24 hour's notice
two days	48 hour's notice
three days	72 hour's notice
four days	96 hour's notice
five days	120 hour's notice

Management may waive the time limits. Final approval rests with Management. A day or days may be requested thirty (30) days or more in advance. If such request is made, days will be granted upon maintaining the work schedule.

- D. HOLIDAYS - Recommendation: No change. The current Contract has eleven (11) paid Holidays which is very competitive.
- E. SICK LEAVE PAYOUT - Recommendation: Employees will be permitted to cash out accumulated Sick Leave as follows, provided the employee maintains an equal number of days.

1995-96	-	5 days
1996-97	-	10 days
1997-98		15 days

Payment will be made in December of each year no later than December 15.

- F. FAMILY MEDICAL LEAVE ACT - FMLA - Recommendation: While on an approved FMLA leave of absence employees may use up to one half of their accumulated Sick Leave. The Return to Service requirements found in Article XXIII, Section 4. applicable.
- G. COPIES - Recommendation: No change is the cost of copies provided to bargaining Unit members. Add: A copy of the work schedule will be provided to the Executive Board member and to the Union representative on each shift.
- H. UNIFORM ALLOWANCE - Recommendation: A Uniform Allowance of Fifty Dollars (\$50.00) will be paid to each bargain-unit employee in December of each year, no later then December 15.
- I. REIMBURSEMENT FOR DAMAGED ARTICLES - Recommendation: If eveglasses or contact lenses are damaged or destroyed in the line of duty, the Employer will pay repair or replacement cost for one pair per year, provided such cost is

not covered by the Insurance Plan found in Article XV of the Wage Agreement and provided such cost is not covered under Coordination of Benefits, such as may be covered under the Plan of a Spouse.

- J. INCENTIVE PAY - Since this Program is not covered by the Wage Agreement, the Factfinder will not address it.
- K. CALL IN BONUS - Recommendation: No change.
- L. PARKING LOT LIGHTS - Management agreed at the Hearing to add additional lighting at the North end of the parking lot.
- Recommendation: Day shift employees will be directed to park at the North end of the parking lot, leaving adequate parking spaces for the evening and midnight shifts to park near the main entrance at the South end of the parking lot.
- M. ACTIVE PAY STATUS - The Parties made a signed agreement during the Hearing.
- N. TUITION REIMBURSEMENT - Recommendation: Tuition/Books will be reimbursed by the Employer when an employee is enrolled in an accredited program which is job related and which is approved in advance by the Employer. Reimbursement will be made after completion of the course or courses provided the employee attains a "C" average or higher in the course or courses.
- O. DURATION - Recommendation: The Contract will be for a period of three years, July 1, 1995 through June 30, 1998. It may be opened by either Party yearly to discuss wage increases.
- P. WAGES - Summary: The Agreement contains a competitive benefits package, described by Management as the "2nd best in the area for this type of facility."

Park explained the debt on the building, noting it owes about \$350,000.00, which will be paid off in February, 1996.

The Union presented documentation which it requested from the Employer. One item which jumps out is the overtime (3,600+ hours) which is remarkably close to the Sick Leave usage (3,200 + hours) and which is largely utilized by CNA's. SEIU also presented a SUMMARY ARGUMENT/UNION POSITION. It states in part:

"The Union has proposed a fifty cent (.50) increase in each year of the contract for

each hour worked beginning July 1, 1995 and thereafter on each July 1 for the remaining years. The Union believes that there are many factors to our proposal. First of all, the methodology for the computation has remained constant over the period of the last collective bargaining agreement. The amount of money available for wage increases has been based on the inflation factor set by the State of Ohio that directly increases the money available by a percentage added to the amount of money spent the previous year on direct and indirect care wages. This number is currently 3.97% and is expected to go up slightly in the next year. In Park Health's income statement, in addition to the Medicaid income and therefore reimbursement, the Medicare and private pay income comprises approximately 20% of the total income. 20% is not an insignificant number. Based on numbers provided by the Employer, in Medicaid reimbursement alone there is nearly \$.25 and if the other incomes are 20% there is another \$.05. Additionally if one Factors in turnover and projected rise in income due to skilled reimbursement the number rises. It is also important at this time to refer back two years to a wage settlement wherein paid lunches were converted to cash. During this same time non-bargaining unit employees were given \$.15 more per hour for their lunches. Thus the proposal of \$.50 per hour falls very closely into the Employer's ability to pay the proposed increase..... The Union has requested and not received the projected figures for the next two quarters. Even without these numbers, the increase in acuity and services offered is on the rise and not the decline, therefore reimbursement should also rise..... The Union's proposal for an increase of \$.50 per hour is neither unreasonable nor unjustifiable and based on the Employer's ability to pay is fair and in line with industry standards."

The Factfinder understands the Debt Retirement. But, he does not understand the Employer's failure to make any proposal other than no wage increase, particularly in view of the current inflation factor established by the State at 3.97 per cent. Further, based upon the average earnings for the bargaining unit, which are less than \$6.00 per hour, the Employer had to know wages would be the

Service Workers primary concern. The Factfinder is not in the position to say how much money could have been set aside or anticipated for negotiations. But, proposing no wage increase, particularly in the face of the low wages and considering the inflation factor, is unrealistic.

Recommendations:

- a. Retroactive to July 1, 1995, a wage increase of 20 cents per hour or 3.35 per cent. The total cost the first year is estimated at \$26,624.00 (64 employees X .20 X 2,080 hours).
- b. Effective July 1, 1996, 23 cents per hour or 3.73 per cent. The total cost the second year is estimated at \$30,617.60 (64 employees X .23 X 2,080 hours).
- c. Effective July 1, 1997, 22 cents per hour or 3.50 Per cent. The total cost for the third year is estimated at \$29,286.40.

The total per cent increase (compounded) is 10.89 per cent.

To afford the Employer the opportunity to clear the Debt Service on the building, it is recommended the increases be phased in as indicated below.

March 1, 1996 - Payment for July, August and September, 1995.

April 1, 1996 - Payment for October, November, and December, 1995.

May 1, 1996 - Payment for January, February and March, 1996.

June 1, 1996 - Payment for March, April and May, 1996.

July 1, 1996 - Begin the fiscal year with the Wage Rates recommended to be effective that date.

*Norman R. Harlan*

Norman R. Harlan, Factfinder

Steubenville, Ohio

August 24, 1995