

JAN 27 11 23 AM '97

FACTFINDING REPORT

STATE OF OHIO

STATE EMPLOYMENT RELATIONS BOARD

January 24, 1997

In the Matter of :

Board of County Commissioners)
Cuyahoga County Department of)
Human Services)

and)

Case No. 96-MED-02-0105

American Federation of State, County and)
Municipal Employees, Local 1746,)
Ohio Council 8)

APPEARANCES

For the Employer:

Myers Rollins, Director of Labor Relations, Cuyahoga County
Jacque Ward, Staff
Maureen Weigand, Employment/Entitlement Representative
James Cole, Deputy Director
Lisa Darden, Researcher
Brian Hester, Senior and Adult Services Representative

For the Union:

John A. Lyall, Regional Director
LeRoy A. Elmore, Staff Representative
Paul G. Taylor, President
Donna R. Pope, Vice-President
Margaret Wms-Walker, Steward
Kimberly C. Hereford, Steward
Jennifer K. German, Negotiating Committee
Ruppert Dean, Steward

Factfinder:

Nels E. Nelson

BACKGROUND

The instant dispute involves the Cuyahoga County Department of Human Services and American Federation of State, County and Municipal Employees, Ohio Council 8, Local 1746. In May 1996 the parties began negotiations for a collective bargaining agreement to replace the one expiring July 1, 1996. Despite the efforts of the parties, no agreement was reached which triggered the statutory factfinding process.

The Factfinder was appointed on May 31, 1996. At that time the parties agreed to extend the contract and engage in further negotiations. When it became clear that no agreement would be reached, the parties contacted the Factfinder. Mediation sessions were held on September 30, 1996; October 3, 1996; and October 8, 1996 and many of the 60 unresolved issues were settled.

Because the parties believed that a negotiated settlement might be reached, they requested the State Employment Relations Board to authorize additional mediation. SERB agreed to share in the cost of a total of six days of mediation and the parties agreed to share equally any additional costs.

Additional mediation occurred on October 10, 1996; October 13, 1996; and December 2, 1996. On those dates agreement was reached on a number of the still outstanding issues. However, it became clear that a negotiated settlement would not be possible.

A factfinding hearing was held on January 6, 1997. At that time the parties presented extensive evidence and arguments in support of their positions on the eight outstanding issues. Subsequent to the close of the hearing, the Factfinder contacted the parties to see if further mediation might lead to a negotiated settlement. When he learned that it was not possible, this report was prepared.

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

Eight issues were presented to Factfinder. In order to expedite the process the parties agreed to allow the Factfinder to present an abbreviated report with only a brief rationale for his recommendation for those issues where he felt that it was necessary.

1) Article 23 - Overtime - Premium Pay - The current contract provides that all time in active pay status is counted as time worked for the purpose of computing overtime pay. The county proposes to exclude sick leave from the calculation of overtime pay.

The union seeks to maintain the status quo.

Recommendation - The Factfinder recommends current contract language.

2) Article 24 - Holidays - The current contract includes 10 1/2 holidays plus one personal day. The union seeks to add the day after Thanksgiving as a paid holiday. The county rejects the union's demand.

Analysis - The factfinder cannot recommend the union's demand. He understands the county's reluctance to add a holiday for the employees in the department when they already enjoy more holidays than other county employees. The Factfinder also must reject the contention that the day after Thanksgiving should be a holiday because productivity is low on that day as certain computer information systems are not functioning.

Recommendation - The Factfinder recommends current contract language.

3) Article 66 - Mileage - The current contract provides for a mileage reimbursement rate of \$.27 per mile. The union seeks to increase the rate to \$.31 per mile. The county wishes to retain the current rate.

Recommendation - The Factfinder recommends that the mileage reimbursement rate be increased to \$.29 per mile upon ratification of the agreement by the County Commissioners.

4) Article 72 - Insurance - Under the current contract the county pays up to \$455.49 for family coverage and up to \$166.64 for single coverage depending on the program selected. The county proposes that employees be required to contribute a minimum of \$40 per month for health insurance. The union seeks a guarantee that benefit levels will not be changed during the term of the agreement.

Recommendation - The Factfinder recommends current contract language.

5) Article 77 - Sex Abuse Unit: Pay Supplement - The current contract establishes a pay supplement of 3% of an employee's base rate for social workers assigned to the Sex Abuse Unit. The county demands the elimination of the supplement. The union wishes it to be continued.

Analysis - The Factfinder recognizes that sex abuse cases are very difficult and stressful cases. He understands that the supplement for social workers in the Sex Abuse Unit was established because of high turnover in the unit. However, the Factfinder believes that all of the social workers face difficult situations including allegations of sex abuse. He feels that a supplement for a small group of workers must be carefully considered by the parties.

The Factfinder would be tempted to grant the county's demand to eliminate the sex abuse supplement but he believes that to do so would be unfair to the employees currently receiving it. If the supplement was eliminated, it would mean virtually no wage increase in the first year of the agreement for social workers in the Sex Abuse Unit. He, therefore, will recommend that the supplement be discontinued effective July 1, 1997 unless the parties agree otherwise in the wage reopener which is included in Article 79.

Recommendation - The Factfinder recommends the following contract language:

Effective July 1, 1997 the wage supplement for social workers in the Sex Abuse Unit shall be discontinued unless otherwise agreed upon.

6) Article 79 - Wages - The current collective bargaining agreement contains a wage schedule with twelve pay ranges with four to six annual step increases in each range. The union seeks 3% increases in each step effective July 1, 1996; July 1, 1997; and July 1, 1998. It also wishes to add three steps of 3% to each pay range for inequities. The county proposes that upon ratification all wages be increased by 2% and that all steps of the social worker pay range be increased an additional 2% and that all wage steps be capped and frozen.

Analysis - The Factfinder is confronted by significantly different wage proposals. The county proposes capping and freezing the wage schedule. The union seeks to add steps to the schedule. After examining the data for comparable jurisdictions, the Factfinder must reject both demands.

The Factfinder believes that all wages ought to be increased by 3% effective July 1, 1996. This increase is consistent with wage increases received by other county employees and with public employees throughout Ohio. It is also supported by changes in the consumer price index.

In addition to the general wage increase, the Factfinder recommends that social workers be given a special 2% parity adjustment. This adjustment is based upon the data furnished by the union that clearly show that social workers in the department are paid less than social workers in departments of human services in other large counties in Ohio. It is also supported by the high turnover rates for social workers and, in fact, the cost of the adjustment to a certain extent should be offset by a reduction in the costs of recruiting and hiring social workers.

The Factfinder recommends a wage reopener for wages, insurance, and the Sex Abuse Unit supplement to be effective July 1, 1997 and July 1, 1998. The reopener will give the parties a chance to consider the implications of welfare reform as well as the implications of freezing the wage steps. The Factfinder further suggests that the county's Director of Labor Relations play a proactive role in the changes brought about by welfare reform.

The Factfinder proposes that the parties adopt interest-based bargaining in the negotiations under the reopener. Although the relationship between the chief spokespersons is excellent and deserving of commendation, the adoption of interest-based bargaining should help to improve relations between the parties at other levels.

Recommendation - The Factfinder recommends the following contract language:

- A. All wage rates shall be increased by 3% effective July 1, 1996.
- B. Social workers shall receive an additional 2% parity adjustment effective July 1, 1996.
- C. There shall be a reopener for purposes of negotiating wages including an adjustment for custodians at the Metzenbaum Center, insurance, and the supplement for social workers in the Sex Abuse Unit. The union shall have all of the rights under Chapter 4117 of the Ohio revised Code in the negotiations.

7) **Article 79 - Duration** - The parties agree on a three-year agreement with an effective date of July 1, 1996 and and expiration date of June 30, 1999.

Recommendation - The Factfinder recommends a three-year agreement with an effective date of July 1, 1996 and and expiration date of June 30, 1999.

8) **Article - New - Custodians** - In 1992 custodians in the Department of Human Services were moved to Central Services where custodians were being paid significantly

higher wages. The county agreed to adjust the rate of pay for the custodians but the issue of retroactivity remained.

Recommendation - The Factfinder recommends the following contract

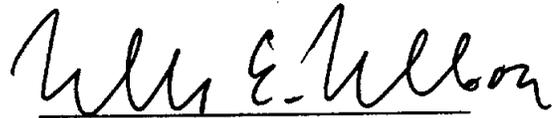
language:

A. The wage for custodians in Central Services shall be increased to \$10.45 per hour retroactive to June 30, 1996.

B. Any wage adjustment for custodial workers assigned to the Metzenbaum Center beyond the 3% wage increase effective July 1, 1997 shall be discussed pursuant to the wage reopener set forth in Article 79.

9) Tentative Agreements - The Factfinder recommends that the tentative

agreements reached by the parties be incorporated in the agreement.



Nels E. Nelson
Factfinder

January 24, 1997
Russell Township
Geauga County, Ohio