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STATE EMPLOYMENT
RELATIONS BOARD

FEB 3 10 30 AM '97

IN THE MATTER OF

FACT FINDING

BETWEEN

**AFSCME, OHIO COUNCIL 8
LOCAL 3924, AFL-CIO**

AND

THE CITY OF PARMA

Case # 96 MED 05-0500

Before: Robert G. Stein

Advocate(s) for AFSCME:

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Advocate(s) for the City:

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BACKGROUND

The parties have been bargaining for a successor agreement since June of 1996. They held eleven (11) negotiation sessions prior to declaring impasse in November. The Parties were successful in reaching tentative agreement on fifteen (15) issues during these negotiations and brought five issues to fact finding.

The bargaining unit is located in the City of Parma, which is located in Cuyahoga County, Ohio. The City of Parma is a diverse community of some 87,000 residents, making it the largest city in Cuyahoga County and the eighth largest city in Ohio. The City is a sophisticated entity that manages a myriad of public services for its residents. These services include a municipal court, a public housing agency, police, fire protection, emergency medical services, a wide range of recreation programs, street construction, maintenance and repair, contracted refuse collection, sewer services, community development, public health and welfare, and general administrative services.

The City employs some five-hundred (500) people in full-time, part-time, and seasonal positions. The bargaining unit is a clerical and technical unit. Its membership is scattered throughout most of the City's departments and entities. There are one-hundred and four (104) members in the bargaining unit, thirty(30) of which are part-time.

The job classifications represented in this unit are varied and include: inspectors, computer operators, matrons, animal control wardens, senior citizen programmers, secretaries, custodians, bus drivers and clerks.

The City's Senior Citizen Center employs approximately twelve (12) of the bargaining unit members. This is a newly constructed free standing facility that provides a wide range of services and activities to individuals over the age of 60. Funding for this program comes from a combination of State Grants, the City's Capital Projects Fund, the City's General Fund and donations.

The bargaining unit was certified by the State Employment Relations Board in September of 1993. The Current Agreement is the first agreement bargained between the parties. The Current Agreement was extended with a written agreement for retroactively of wages to July 1 1996. As a matter of record, the City has recently entered into successor bargaining agreements with its police officers, police lieutenants and sergeants, fire fighters, dispatchers, foreman and service employee units.

INTRODUCTION

The parties brought five (5) issues to the Fact Finding hearing. The issues were Intake Specialist Inequity Increases, Part-time Clerk Inequity Increases, Senior Center Employees Inequity Increases, Wages, and Duration. The parties were given full opportunity to present evidence and testimony with respect to their position on each issue.

CRITERIA FOR RECOMMENDATIONS

The following recommendations are made in consideration of all reliable information relevant to the issues before the fact finder and in accordance with the following criteria listed in ORC 4117-9-06 (J):

1. Past Collectively bargained agreements, if any between the parties;
2. Comparison of 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;
3. 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;
4. The lawful authority of the public employer;
5. Any stipulations of the parties; and'

Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of issues submitted to mutually agreed upon dispute settlement procedures in the public service or in private employment.

It should be noted that the above criteria are limited in utility because a lack of statutory direction as to the assignment of weight given to each of them. Nevertheless, they were adhered to in rendering this report.

#1 ISSUE INTAKE SPECIALIST INEQUITY INCREASES

Prior to the start of the hearing the parties reached agreement on the amount of inequity increase for the position of Intake Specialist. The lower paid Intake Specialist salary shall be increased to \$ 20,315.62 before applying any general wage increases.

#2 ISSUE PART-TIME CLERKS INEQUITY INCREASES

The City has a staff of approximately twelve (12) Part-time Clerks. (City Job Code 617). In the fact finding leading to the Current Agreement, the Fact Finder established a new three step schedule for this classification. The current Step Schedule is as follows:

<u>Length of Service</u>	<u>Hourly Rate</u>
Hire- 1 year	\$4.25 -5.00
After 1 year	\$4.75 -5.50
After 2 years	\$5.25 -6.00
After 3 years	\$5.75 -6.25

Since this Step Schedule went into place there has been national minimum wage legislation that went into law. On October 1, 1996 the minimum wage increased \$.50 per hour to \$4.75 per hour. Effective September 1, 1997 the minimum wage will increase another \$.40 to \$ 5.15 per hour.

Union's Position

The Union seeks a new schedule that takes into consideration the adjustments in the national minimum wage increases. The Union also acknowledges that there are currently nine (9) Part-time Clerks. The Union's position is as follows:

<u>Length of Service</u>	<u>Hourly Rate</u>
Hire - 1 year	\$5.25 - 6.00
After -1 year to 2 years	\$6.50
After -2 years	\$7.00 + general wage increase

parties. This schedule was the first devised by the parties and was apparently intended to correct prior inequities.

Because there is such limited bargaining history between the parties, little direction for this recommendation can be gleaned from past bargaining. However, what can be evaluated is some history of pay rates for Part-time clerks. The evidence provided by the Union in Exhibit 10 reveals that the City currently is paying close to the \$7.00 per hr. level with two part-time clerks who were hired in 1970 and 1989 respectively. A third Part-time clerk exceeds this \$7.00 per hr. level and makes \$ 7.35 per hr in wages.

When comparing other salary schedules in the Police and Fire Fighter's units, it is clear that Step Schedules exceeding two steps are quite common. Steps on a salary schedule are frequently given for experience and/or skill proficiency. It is not unreasonable to assume that a part-time clerk would still be gaining experience and increasing proficiency beginning with her/his third year on the job. These employees work among many full-time employees who by comparison get step increases for gains in experience. It is clear from the evidence that the other bargaining units bargained inequity adjustments in 1996. For example, not all fire fighters over three years received the \$1520.00 increase; some got more of an increase based upon an inequity.

The Union's position of providing a third step increase in the third year is consistent with this reasoning and more closely resembles the step structure adopted by the parties just three years ago. Under the current Step Schedule the difference between the top rate of pay at the Hire - 1 year step and the After 2yrs step was \$1.00. The

City's Position

The City's position is similar to the Union's in language and in the first two steps of the Step Schedule. It is as follows:

<u>Length of Service</u>	<u>Hourly Rate</u>
Hire to 1 year	\$ 5.25 - 6.00
From 1 to 2 years	\$6.50 -

If an individual's rate prior to July 1, 1996 was below the minimum rate for the appropriate length of service, his/her rate shall be adjusted to the minimum of the appropriate rate effective July 1, 1996. If an individual who had not completed two years of service had a rate prior to July 1, 1996 was above the scale, there will be no adjustment to that rate. If an individual had completed two years of service before July 1, 1996, the individual will receive the general wage increase to his/her rate effective July 1, 1996. If an individual has completed two years of service before July 1, 1997, the individual will receive the general wage increase to his/her rate effective July 1, 1997.@

Discussion

The parties have very similar positions on this issue. The fundamental difference lies in the inclusion or elimination of the third step in the Step Schedule. In 1994 Fact Finder Thomson recommended a four step salary schedule that was accepted by the

proposal by the Union keeps this same dollar difference between the proposed Hire - 1 year step of \$6.00 and the After - 2 years step of \$7.00.

The impact of the \$.90 per hr. increase in the minimum wage is very significant in these salary ranges. Both private and public sector organizations are continually looking for people to work with entry level wage offers that are well above the minimum wage. The ubiquitous fast food restaurant signs offering up to \$6.50 for entry level work is indicative of the economic forces of supply and demand and their effect on entry level and near entry level wages.

Based upon the above the following salary schedule is recommended:

<u>Length of Service</u>	<u>Hourly Rate</u>
Hire 1 year	\$5.25 - 6.00
After 1 year to 2 years	\$6.50
After 2 years	\$7.00+ general wage increase

The implementation language contained in the Union's Position Statement (p. 7) is also recommended.

#3 ISSUE SENIOR CITIZEN EMPLOYEES INEQUITIES

The City runs a sophisticated senior program and spent a total of \$160,922 in 1995. The program is known as the Senior Plus Program. The funding for the program

comes from a variety of sources, including State Grants, a City Capital Project Fund, Special Revenue Fund, and donations. The funding is more restricted and tenuous than other existing city programs. There are twelve (12) bargaining unit employees who work in the Senior Plus Program. The Union is seeking inequity adjustments for eleven (11) of them.

The Union proposes the following wage inequity adjustments effective July 1, 1996:

Job Title	Job Code	Current Wage (as of 6/30/96)	Adjusted Wage (after inequity inc.)
Secretary	123	13,820.04	18,000
Assistant Coordinator full-time	327	17,210.56	18,000
Outreach Vol. Coord.	336	15,000.00	15,000.00
Driver (Bus) full-time	605	12,655.71	15,000
Escort	39	\$5.00-5.79	\$6.00
Assistant Coordinator part-time	327	\$5.79	\$6.00
Driver (Bus) part-time	605	\$5.79	\$6.00

The Union is seeking inequity increases for six (6) full-time employees that include: Senior Citizen Coordinator (223), Assistant Coordinator (327), Escort/Outreach (334), Outreach Volunteer Coordinator (336), and Bus Driver (605). The total increased cost for these increases would equal 14,109.20. Inequity increases averaging \$.32 per hr. are also being proposed for five (5) part-time classifications of Escorts (39), Assistant Coordinator (327), Driver (Bus) (605), and Program Assistant (674).

City's Position

The City's position is that any inequity increases should be deducted from the general wage increase.

Discussion

A senior program of this magnitude is an admirable service provided to people who are sometimes forgotten. Seniors are among the fastest growing population segments in our society and are demanding a greater and greater portion of services from all levels of government and health care. The Union's witness, Phyliss Newton works in the Senior Program and provided compelling testimony as to the duties and responsibilities she has as the Secretary (123). She currently makes \$13,820.04 and is seeking an inequity adjustment to \$18,000.00. Her pay is lower than other secretaries in the City.

The Union did not provide many comparables for some of these positions. It is not likely many exist given the unique and cutting edge aspect of this city sponsored program. The most closely related may be in the private not for profit sector where there are other organizations serving the needs of older adults in a similar fashion. This Fact Finder is

familiar with many of these programs and is well aware they have historically paid employees somewhat less than the private and public sectors due to scarce resources.

The City does not want to give increases due to the grant related funding dimension of the program. Although one can understand why the city would be cautious about such a fiscal arrangement, it does not change the fact that there are wage inequities in some positions. Some of these employees make considerable less than comparable not for profit sector employees. If Parma is the same as much of the country, its senior population is growing in numbers, not decreasing. Furthermore, some of these salary ranges are similar to those of part-time clerks. They are similarly impacted by the changes in the minimum wage law. It is clear that in making a recommendation a balance must be struck between the need to correct inequities and the financial constraints of funding for this program.

Based upon the above it is recommended that the below listed employees shall receive inequity adjustments as listed below prior to receiving a general wage increase (as recommended in a subsequent section of this report):

Job Title	Job Code	New Wage Rate before General Wage Increase
Secretary	123	\$16,000
Assistant Coordinator full-time	327	\$17,600
Outreach Vol. Coordinator	336	\$15,000 (no change)
Driver (Bus) full-time	605	\$13,400
Escort	39	\$5.94
Assist. Coord part-time	327	\$5.94
Driver (Bus)	605	\$5.94

#4 ISSUE WAGES

Union's Position

The Union is proposing a general wage increase of 6.0% retroactive to 7/1/96 for the first year of the Agreement and a 4.2% increase effective January 1, 1997 for the second year of the Agreement. The Union is seeking a general inequity increase due to the fact that bargaining unit employees receive no increase in wages in 1992 and 1993, prior to the first collective bargaining agreement between the parties. In Exhibit 7 the Union demonstrates that employees under Wage Schedule A received \$1,221.00 more in wages than did bargaining unit employees over the period of 1991 through 1995.

City's Position

The City is proposing that all employees in the bargaining unit receive a 3.1% increase retroactive to 7/1/96 and a 4.2% increase effective July 1, 1997. The City takes the position that there is no need for catch up wages from 1992 and 1993.

Discussion

Fact Finder's Thomson's Report reveals the Union was asking for a 9.2% wage adjustment retroactive to January 1, 1994 in addition to general wage increases equal to the increases given to the Fire Fighter bargaining unit. The 9.2% increase was the amount determined by the Union to be "lost wages" granted to other employees but not granted to them during 1992 and 1993. I do not disagree with the Fact Finder's assessment that the City, by not granting a wage increase for two consecutive years, placed the employees in the bargaining unit behind others in the City.

However, it is also clear that the Fact Finding Report issued by Fact Finder Thomson recommended a 5% adjustment in wages in addition to general wage increases totaling 10% (the same increase Fire Fighters received) for the life of the Agreement. The 5% wage adjustment was determinative as to what was an appropriate adjustment for past

“lost wages” experienced by the bargaining unit before they were organized and were working under a collective bargaining agreement.

Although the Union made a logical argument regarding lost ground in receiving wage increases in 1992 and 1993, the Union is now asking this Fact Finder to provide an additional lost wage adjustment over and above that which was recommended by Fact Finder Thomson. Fact Finder Thomson was charged with the responsibility of addressing the Union’s contention of a 9.2% lost wage comparison and he responded with a 5% increase retroactive to January 1, 1994. Although this increase was prefaced by his remarks, “...the members of the new bargaining unit cannot expect to recoup the entire amount or “lost wages” in one fell swoop, it is also noted he stated, “...the City must be held accountable for their complete lack of concern for these employees.”

In the parlance of collective bargaining it is unreasonable and inappropriate for the parties to ask a Fact Finder to improve upon or revisit this type of issue. The wage inequity in 1992 and 1993 occurred when the employees were working without a collective bargaining contract. Presumably, the actions of the City in 1992 and 1993 contributed to the organizing of these employees who brought this important concern before Fact Finder Thomson. The Union took its best shot and in fact finding and it won a 5% adjustment. It is not proper for this Fact Finder to revisit this issue and to improve upon the determination of the previous Fact Finder. This issue has been addressed.

The offer made by the City of 3.1% in the first year of the Agreement and 4.2% in the second year tracks the settlement pattern established by the police and fire units in the City. In an organization that has multiple bargaining units, consistency and relative equity

are important. It is obvious from the bargaining history of the parties as to what happens when consistency is not maintained. The pattern of tracking the Fire Fighter bargaining unit general wage increases was established in the first agreement based upon the recommendation of Fact Finder Thomson. It is also noted from the evidence that the AFSCME unit is now tracking with the wage increases provided to the Service bargaining unit. This Fact Finder finds no reason to deviate from these patterns.

Recommendation

Based upon the above the following is recommended:

- 1. Retroactive to 7/1/96 3.1% general wage increase for all bargaining unit members.**
- 2. Effective (and retroactive to) 1/1/97 4.2% general wage increase**

Duration

In order to bring the Agreement in line with those of other bargaining units (often used by both parties for purposes of wage comparisons) it is recommended that this Agreement be in effect for twenty-one months. It shall become effective July 1, 1996 and remain in full force and effect through March 31, 1998. Any wage agreement for 1998 shall be retroactive to January 1, 1998.

TENTATIVE AGREEMENTS

Any tentative agreements previously reached by the parties during these negotiations shall be part of this report and shall be considered recommended to the parties.

The Fact Finder respectfully submits the above recommendations to the parties this 29th day of January 1997.

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

Robert G. Stein, Fact Finder