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**IN THE MATTER OF FACT-FINDING  
BETWEEN**

**CUYAHOGA COUNTY BOARD OF )  
COMMISSIONERS, DEPARTMENT )  
OF HUMAN SERVICES )**

**CASE NO. 97-MED-04-0491**

**AND )**

**FINDINGS  
AND  
RECOMMENDATIONS**

**AMERICAN FEDERATION OF )  
STATE, COUNTY AND MUNICIPAL )  
EMPLOYEES, OHIO COUNCIL 8, )  
LOCAL 1746 )**

**JAMES M. MANCINI, FACT-FINDER**

**APPEARANCES:**

**FOR THE UNION**

**John A. Lyall, Regional Director  
Paul G. Taylor  
Louis Brown  
Donna R. Pope  
Margaret Wms-Walker  
Kimberly C. Hereford  
Jennifer K. German**

**FOR THE COUNTY**

**James P. Wilkins, Esq.  
David G. Hill  
Ernest A. Szorady  
Kathleen Modica**

## **SUBMISSION**

This matter concerns fact-finding proceedings between the Cuyahoga County Board of Commissioners, Department of Human Services (hereinafter referred to as the County) and American Federation of State, County and Municipal Employees, Ohio Council 8, Local 1746 (hereinafter referred to as the Union). The State Employment Relations Board (SERB) duly appointed James M. Mancini as Fact-Finder in this matter. The fact-finding proceedings were held on August 29, 1997 in Cleveland, Ohio.

This fact-finding proceeding was conducted pursuant to the Ohio Collective Bargaining Law as well as the rules and regulations of SERB. During the fact-finding proceeding, this fact-finder discussed the possibility of mediation of the issues at impasse. However, the parties agreed that the outstanding issues needed to be resolved by this fact-finder's recommendations. This case involves a reopener on the four issues submitted. The issues presented include the following: Wages; Insurance; Sex Abuse Unit-Pay Supplement; and Metzenbaum Custodian Pay. This fact-finder in rendering the following findings of fact and recommendations on the issues at impasse has taken into consideration the criteria set forth in Ohio Revised Code Section 4117-14(G)(6)(7). Further, this fact-finder has taken into consideration all reliable evidence present relevant to the outstanding issues before him.

## **1. WAGES**

The Union proposes 5% wage increases effective July 1, 1997 and July 1, 1998 for all classifications and steps in the bargaining unit. The County proposes that effective upon ratification, the Wage and Salary Schedule contained in Appendix E of the current agreement shall be eliminated and replaced by a new wage schedule which would eliminate all current steps. The County further proposes that effective upon ratification, all bargaining unit members are to receive a 3% increase in the wage rates which they are being paid as of the day preceding ratification. Effective July 1, 1998, the County proposes another 3% increase in wage rates.

The Union contends that its request for 5% wage increases over the next two years is justified for several reasons. First from a historical standpoint, this bargaining unit accepted a wage freeze in 1993 when the County was having financial difficulties. As a result, wages for the bargaining unit here fell behind wages paid to similarly situated employees in counties in the state. The Union cited comparable evidence which indicated for example that Income Maintenance Worker 3 employee wages ranked seventh in the state. In most instances, the Union points out that bargaining unit employees rank either seventh or eighth with respect to wages paid to similarly situated Department of Human Services employees in the state. The Union argues that now that the County has fully recovered from its prior financial difficulties, it should provide for the 5% wage increases requested in order to make up for the prior wage freeze which this unit accepted. The County clearly has the ability to fund the proposed increases.

The County contends that pattern settlements representing annual wage increases of 3% have been accepted by all other bargaining units. There was no reason shown by the Union here to alter that pattern settlement especially considering that this bargaining unit is the largest one in the County. The County also disputes the Union's claim that unit wages are too low in comparison to others in the state. The County cited a SERB report which it says indicates that unit employees are paid at or above their peers in large counties in the state. The County objects to the Union's proposal based upon fiscal responsibility. It claims that it would be totally inappropriate to spend an additional 2 million dollars which it would cost for the Union's proposal over the next two years. Finally, the County submits that the elimination of steps in the Salary Schedule is justified so as to eliminate the multiplier affect which it has on any wage increase provided. It points out that a vast majority of the bargaining unit already is at the top step and that now would be a good time to eliminate the steps from the schedule.

ANALYSIS - This fact-finder upon careful review of the evidence as well as the arguments submitted by the parties has decided to recommend that all wage rates be increased by 3% effective July 1, 1997 and 3% on July 1, 1998. This fact-finder has decided to make this recommendation because it is consistent with the wage pattern settlements which the County has reached with other bargaining units. With respect to other County employees, the Employer achieved pattern settlements on wage increases of 3 % for 1997 and 1998. There was no basis established for deviating in this case from

the well established pattern settlements reached with respect to wage increases for other County employees.

The 3% wage increases recommended herein would be consistent with increases granted to other public employees in the state. It is also supported by the Consumer Price Index which shows that the current annual rate of inflation through the first half of 1997 was 2.64%. Even the previous fact-finder found it appropriate to recommend a 3% wage increase for 1996 due to the county-wide wage patterns established. Moreover, even the wage comparables submitted failed to clearly support the Union's position. In comparing wage rates here with those in other Department of Human Services Agencies, the wages appear to be at or above the norm. Therefore considering the evidence presented, this fact-finder must reject to the Union's proposal for 5% wage increases.

This fact-finder has further determined from the record presented that there was insufficient basis established by the County for its proposal to eliminate the wage steps found in the Salary Schedule. Although most of the bargaining unit is at the top step of their respective pay range, there was no justification presented for establishing a two-tiered wage schedule which of course would be the affect of the County's proposal. The evidence shows that most Department of Human Services in the state have wage steps in their Salary Schedules. In fact, all but two of the fifty or so Department of Human Services in the state provide for step increases. Moreover, the County's proposal

to eliminate steps was considered and rejected by Fact-Finder Nelson in his report issued earlier this year. Likewise, this fact-finder must also reject the County's proposal to eliminate steps because there was insufficient evidence presented to support such a dramatic change in the Salary Schedule.

### **RECOMMENDATION**

With respect to Wages, this fact-finder recommends the following :

1. All wage rates shall be increased by 3% effective July 1, 1997 and 3% on July 1, 1998.
2. The County's proposal to eliminate current steps from the Salary Schedule is hereby rejected. The current steps provided for in the Wage Schedule shall be retained.

## **2. INSURANCE**

The Union proposes that the County pay for the full premium, together with all future increases, for single or family health insurance coverage including the prescription riders for each eligible employee enrolled in any of the health coverage plans offered by the County. The County proposes status quo on the Health Insurance Provisions.

The Union contends that it would be appropriate to once again have the County pay for the entire cost of health insurance for bargaining unit members as it had done in the past. The Union cites a comparable health insurance cost study for other County Department of Human Services agencies which indicates that premiums are 100% employer paid in many instances. The Union further maintains that it is reasonable to provide that prescription drug riders should be fully paid for by the County. The Union points out that unlike most other County employees, bargaining unit members must contribute towards a prescription drug rider.

The County contends that the current Health Insurance Provision which contains a cap and formula for sharing future increases is reasonable and should be retained. This provision is essential in order for the County to be able to control the cost of health insurance. The Employer notes that all other County employees have similar provisions whereby they must also contribute towards their health insurance premiums depending upon the coverage selected. The County further notes that it contributes \$44.25 per month for each employee in the bargaining unit to the AFSCME Ohio Health and Welfare Fund which provides supplemental benefits including prescription drugs. As

a result, it is reasonable to require employees to contribute towards any prescription drug rider which they may select under one of the other health care plans offered.

**ANALYSIS** - This fact-finder has determined after a review of the evidence presented that current contract language should be retained without any change. This would include retaining both Article 72, Insurance, as well as Article 73, AFSCME Ohio Health and Welfare Fund. There was absolutely no reason established for making any changes in these provisions. Similar proposals as those which were submitted herein were presented to Fact-Finder Nelson who likewise rejected the proposals to change the Insurance Provision. This fact-finder would agree that the current Insurance Provision appears to be reasonable in that it provides for cost containment provisions which the County seeks and on the other hand offers employees fully paid health insurance under several of the plans offered. Moreover, the County's contribution to the AFSCME Ohio Health and Welfare Fund helps to provide employees with the opportunity to obtain certain supplemental benefits including prescription drugs. Therefore in all respects, this fact-finder finds that the current Health Care Provisions are reasonable and should be retained.

### **RECOMMENDATION**

With respect to Insurance, this fact-finder recommends current language with no change with respect to Articles 72 and 73 of the Agreement.

**Article 72, Insurance** - Current language, no change.

**Article 73, AFSCME Ohio Health and Welfare Fund** - Current language, no change.

### **3. SEX ABUSE UNIT - PAY SUPPLEMENT**

The Union proposes to delete the last sentence of Article 76 so that in effect, the pay supplement of 3% previously paid to the employees in the Sex Abuse Unit would be restored. The County proposes status quo on Article 73. Said provision found in the parties' agreement currently provides in relevant part that "Effective July 1, 1997, the wage supplement for social service workers in the Sex Abuse Unit shall be discontinued unless otherwise agreed upon."

The Union contends that it is reasonable to provide for a pay supplement of 3% for social workers assigned to the Sex Abuse Unit considering the difficult cases which they must handle. These employees must receive ongoing training for the sensitive cases which they must deal with on a daily basis. The Union points out that the pay supplement began some time ago because of the high turnover rate in the unit. Approximately sixty-eight employees had been receiving the pay supplement immediately prior to its elimination on July 1, 1997.

The County contends that the elimination of the pay supplement for the Sex Abuse Unit was appropriate and that there is no basis for restoring it at this time. The social workers who had been previously assigned to the Sex Abuse Unit are now dispersed throughout the agency. Rather than having one separate unit to handle sex abuse cases, the agency now requires all case workers to be trained in handling these kinds of sensitive cases. The County notes the finding of Fact-Finder Nelson who

indicated that “a supplement for a small group of workers should be carefully considered.”

**ANALYSIS** - This fact-finder would recommend that the current provision regarding the discontinuance of the pay supplement for the Sex Abuse Unit found under Article 76 be retained without change. That is, there should be no restoration of the pay supplement for social service workers in the Sex Abuse Unit which was eliminated on July 1, 1997.

The evidence presented indicates that the Sex Abuse Unit as such has been discontinued by the agency. The employees who had worked in this unit have been dispersed throughout the agency to help handle certain sex abuse cases. In that the unit has been discontinued, it was appropriate for the County to stop the wage supplement effective on July 1, 1997. Moreover, this fact-finder’s recommendation is consistent with Fact-Finder Nelson who earlier this year stated that the wage supplement should be discontinued for the social workers in the Sex Abuse Unit. The evidence simply failed to support the Union’s claim that it would be appropriate to restore the previous pay supplement for Sex Abuse Unit employees.

### **RECOMMENDATION**

It is the recommendation of this fact-finder that there be no Sex Abuse Unit pay supplement. That is, the pay supplement for the Sex Abuse Unit shall not be restored as the Union has proposed.

**Article 76, Sex Abuse Unit-Pay Supplement - Current language,  
no change.**

**There shall be no restoration of the wage supplement for social service workers in the Sex Abuse Unit which was discontinued on July 1, 1997.**

#### **4. METZENBAUM CUSTODIANS**

The Union proposes to establish a fifth wage step at \$9.74 per hour for all Metzenbaum custodians. The County proposes that all custodial employees at the Metzenbaum Center be removed from Pay Range 2 to Pay Range 3. Currently, all of the Metzenbaum custodians are at the top step of Pay Range 902 which pays \$9.27 per hour.

**ANALYSIS** - The parties appear to be in agreement on the need to adjust the Metzenbaum custodians' pay. In effect, both of the proposals would bring the pay of the Metzenbaum custodian up to \$9.74 per hour. This fact-finder would recommend the County's proposal for doing so in that it appears to be the more reasonable of the two proposals submitted. Specifically, it should be provided that all employees employed in the Custodial Worker Classification who work at the Metzenbaum Center are to be moved from Pay Range 2 to Pay Range 3 of the Salary Schedule. This would mean that all Metzenbaum custodians would remain in the same step but at the next pay range and would be paid at the rate of \$9.74 per hour. This rate would be further increased by the additional 3% general wage increase recommended herein which would bring the new rate to \$10.03 per hour on July 1, 1997. It should also be emphasized that the new hourly rate is to apply only to Metzenbaum custodians and not others.

#### **RECOMMENDATION**

It is the recommendation of this fact-finder that all Metzenbaum custodians be moved to Pay Range 903 and be paid at the rate of \$9.74 per hour.

**Metzenbaum Custodians - All employees employed in the Custodial Classification who work at the Metzenbaum Center shall be moved from Pay Range 2 on the Salary Schedule to Pay Range 3 and be paid at the rate of \$9.74 per hour. This salary rate shall be increased by 3% effective July 1, 1997 as part of the overall wage increase recommended herein.**

**CONCLUSION**

In conclusion, this fact-finder hereby submits the above referred to recommendations on the outstanding issues presented to him for his consideration.

**September 13, 1997**

  
**JAMES M. MANCINI, FACT-FINDER**