



**IN THE MATTER OF CONCILIATION  
BETWEEN**

<b>SUMMIT COUNTY GENERAL</b>	)	<b>CASE NO. 05-MED-05-0648</b>
<b>HEALTH DISTRICT</b>	)	
	)	
<b>AND</b>	)	<b><u>CONCILIATOR'S AWARD</u></b>
	)	
<b>OHIO NURSES ASSOCIATION</b>	)	

**JAMES M. MANCINI, CONCILIATOR**

STATE EMPLOYMENT  
RELATIONS BOARD  
2006 APR - 6 P 4: 51

**APPEARANCES:**

**FOR THE UNION**

**Kelly D. Trautner  
Labor Relations Specialist**

**FOR THE EMPLOYER**

**James D. Kurek  
Attorney at Law**

## SUBMISSION

This matter concerns conciliation proceedings between the Summit County General Health District (hereinafter referred to as the District or Employer) and the Ohio Nurses Association (hereinafter referred to as the Union or ONA). The State Employment Relations Board (SERB) duly appointed the undersigned as conciliator in this matter. The parties agreed to forego fact-finding and instead to proceed to statutory conciliation on the unresolved issues. The conciliation hearing was held on February 27, 2006 in Stow, Ohio.

The conciliation proceedings were conducted pursuant to the Ohio Collective Bargaining Law as well as the rules and regulations of SERB. During the conciliation hearing, this conciliator attempted mediation of the issues at impasse. The issues remaining for this conciliator's consideration are more fully set forth in this report.

The bargaining unit consists of all nurses employed by the Summit County General Health District. There are approximately twenty-seven nurses in the bargaining unit.

This conciliator in resolving this dispute by selection between each of the parties' final settlement offers has taken into consideration the criteria set forth in Ohio Revised Code Section 4117.14(G)(6)(7). Therefore, this conciliator after carefully reviewing all of the evidence and arguments presented by the parties hereby submits his awards with respect to each of the outstanding issues presented.

## 1. WAGES

The Union proposes a wage increase of 3% retroactive to January 1, 2006, a 2% increase on October 1, 2006, and a 2% increase effective October 1, 2007. The District proposes that there be an across-the-board increase of 3% to be provided upon the execution of the new Agreement. The District further proposes that in the first full October pay period in 2006, nurses in Steps 1 through 9 would receive a 3% pay increase, with 1.5% allocated to cost of living and 1.5% allocated to longevity, with nurses at Step 10 receiving only a 1.5% cost of living increase. The District further proposes that in the first full October pay period in 2007, nurses in Steps 1 through 9 are to receive an increase of 2%, with 1% allocated to cost of living and 1% allocated to longevity, and nurses at Step 10 on the pay scale receiving only a 1% cost of living increase.

The District and ONA previously agreed that all nurses would be frozen in the step they occupied as of December 31, 2005 and for the duration of the new Agreement would not receive any step increase. In addition, the parties agreed that nurses at the top step would not receive a lump sum longevity bonus for the duration of the Agreement.

The District contends that for several reasons it would be appropriate to provide that the amount of wage increase to nurses at the top step be less than that provided to nurses at other steps. The Employer notes that its approach is dictated through a considerable extent by the current financial condition of the Nursing Division. Mr. Gene Nixon, Health Commissioner, and Gillian Solem, Director of Nursing, stated that there has been a significant decline in school health services revenue for the District in recent

years. They cited the fact that there has been a decline in school revenue from approximately \$733, 000 in 2004 to \$491,000 in 2005. Given the decline in revenue, the District maintains that ONA's wage proposal if adopted would be too costly. Due to this decline in revenue as well as the significant increases in healthcare costs and other expenditures, the District submits that its final wage proposal is justified in order to continue its efforts to control overall costs.

The Employer further maintains that the current rate of pay earned by nurses at the top step is out of line with that paid to other nurses in the area doing comparable work. The District cited the higher wages paid to nurses at the top step here as compared to those employed with the City of Akron's Health Department. The District further argues that the pay for nurses at the top step is approaching that provided to their supervisors. Therefore, the District maintains that it is appropriate for several reasons to limit the wage increases provided to nurses at the top step to the cost of living increases which it has proposed. The District also notes that in an effort to make its approach more palatable to the nurses, it has proposed a 3% increase in the second year so that nurses at the top step would still receive a 1.5% increase.

The Union contends that since the inception of the collective bargaining relationship between the parties, across-the-board wage increases have been given to all of the nurses. Bargaining history therefore does not support the District's proposal to completely dismantle the salary schedule as it currently exists. There simply was no

basis established by the District to break wage increases into two categories, namely a cost of living and longevity increase.

Moreover, the Union submits that its wage proposal is reasonable. ONA notes however that comparisons with other public health districts is difficult because the District here requires an employee to have a Bachelor's of Science in Nursing Degree whereas most general health districts require only a diploma from a nursing school or an Associate's Degree in nursing. Nevertheless, ONA maintains that one of the most comparable health districts is that of the Cuyahoga County District Board of Health. It notes that the nurses in Cuyahoga County received a 2% increase during the past year with another 2% increase scheduled for June 1, 2006. ONA further points out that its wage proposal is more in line with the increase in the Consumer Price Index which is estimated to go up another 3.7% in 2006. ONA further disputes the District's claim that it cannot finance the Union's wage proposal. ONA claims that the District's General Fund has remained relatively healthy during recent years.

ANALYSIS – After a careful review of the evidence and arguments presented by the parties, this conciliator selects the Union's final wage proposal. That is, there is to be a 3% across-the-board wage increase retroactive to January 1, 2006, a 2% wage increase on October 1, 2006, and a 2% increase effective October 1, 2007.

The evidence presented clearly establishes that ONA's final wage offer is the more reasonable of the two wage proposals submitted. The 3%, 2%, and 2% wage

increases proposed by the ONA would be in line with past increases granted to this bargaining unit as well as with wage increases provided to nurses in comparable health districts. Comparables do not support the Districts' position in this case. To the contrary, in none of the other health districts cited by the parties have employees at the top step of the pay scale been given less of a pay increase than others in the bargaining units involved. As bargaining history here indicates, typically across-the-board wage increases have been granted to public health nurses.

Most significantly, this conciliator does not find any evidentiary support for the District's wage proposal which would only provide cost of living increases of 1.5% on October 1, 2006 and 1% on October 1, 2007 to nurses who are at Step 10 of the pay scale. There simply was no justification established by the District for not providing to the nurses at the top step the so-called longevity pay increases which it has proposed for employees in Steps 1 through 9 on the pay scale. As indicated, bargaining history shows that across-the-board wage increases have been given to the nurses. Moreover, the kind of cost of living increases proposed by the District for those nurses at the top step would fall well short of that needed to merely keep pace with the increases which are reflected in the Consumer Price Index. For 2006, it is estimated that the CPI-U will increase by 3.7%. It is apparent that with the District's wage proposal, the seven bargaining unit employees who are at the top step would be receiving a substandard wage increase.

The evidence also fails to show that the District does not have the ability to finance ONA's wage increase. First, it should be noted that there's not much of a

difference between the additional costs which the District would incur over the next two years for the two wage proposals. It was estimated by the District that the total increase of the ONA proposal would be approximately \$147,000 as compared to an increase over the next two years of about \$130,000 for its own proposal. Therefore, the difference in cost amounts to an additional \$16,000 over the next two years for the adoption of the ONA wage proposal. Clearly, the evidence shows that the District can fund the Union's proposal. Although, there has been a decline in school health revenue, the overall revenue for the District has increased during the past year. It was shown that the total revenue received by the District in 2004 was approximately \$10,624,000. However, the revenue from all funds increased to about \$12,130,000 in 2005. Moreover, it is important to point out that ONA has made several economic concessions. ONA agreed to suspend step increases as well as longevity pay for nurses in Step 10 for the duration of the new Agreement. It also has agreed to forego a wage increase retroactive to October 1, 2005. In that regard, this conciliator finds that he has the authority to award a pay increase retroactive to January 1, 2006 given the fact that the parties have entered into a mutually agreed dispute settlement procedure. It is apparent from reading that agreement, this conciliator was vested with the authority to order a retroactive increase to January 1, 2006 as proposed in the ONA's final wage offer.

## A W A R D

With respect to Wages, this conciliator selects the Union's final wage proposal as more fully set forth below:

### ARTICLE XV Wages

**Section 1.** Effective January 1, 2003 ~~2003~~ 2006, each nurse will receive an across-the-board wage increase of ~~two and one-half percent (2 1/2%)~~ three percent (3%). The salary schedule shall be as follows:

	<u>Length of Service</u>	<u>Hourly Rate</u>
Step 1	0-1 year	<del>\$19.71</del> <u>21.12</u>
Step 2	1-2 years	<del>\$20.23</del> <u>21.67</u>
Step 3	2-4 years	<del>\$20.78</del> <u>22.27</u>
Step 4	4-6 years	<del>\$21.34</del> <u>22.88</u>
Step 5	6-8 years	<del>\$21.91</del> <u>23.48</u>
Step 6	8-10 years	<del>\$22.51</del> <u>24.12</u>
Step 7	10-12 years	<del>\$23.13</del> <u>24.78</u>
Step 8	12-14 years	<del>\$23.77</del> <u>25.48</u>
Step 9	14-16 years	<del>\$24.38</del> <u>26.13</u>
Step 10	16 years and above	<del>\$25.12</del> <u>26.91</u>

All nurses in Step 10 as of January 1, 2004, will receive an additional 25 cents per hour bonus for all paid hours during calendar year 2004, which will be paid in one lump sum in the second payroll period of January, 2005. To qualify for the lump sum payment, a nurse must still be employed by the Board at the end of 2004; provided that a nurse who applies for and receives retirement benefits during 2004 will receive a pro-rata payment based on her paid hours during that year.

Commencing January 1, 2006 and for the duration of this Agreement, all step increases, as well as lump sum bonuses for nurses in Step 10 will be suspended. For the purpose of calculating wage increases, each nurse will remain in the step she is in pursuant to the schedule above as of December 31, 2005 until the expiration of this Agreement.



ARTICLE XV, WAGES cont.

**Section 2.** Effective ~~January~~ October 1, 2004 ~~2006~~, each nurse will receive an across-the-board wage increase of two percent (2%). The salary schedule shall be as follows:

	<u>Length of Service</u>	<u>Hourly Rate</u>
Step 1	0-1 year	<del>\$20.10</del> <u>21.54</u>
Step 2	1-2 years	<del>\$20.63</del> <u>22.10</u>
Step 3	2-4 years	<del>\$21.20</del> <u>22.72</u>
Step 4	4-6 years	<del>\$21.77</del> <u>23.34</u>
Step 5	6-8 years	<del>\$22.35</del> <u>23.95</u>
Step 6	8-10 years	<del>\$22.96</del> <u>24.60</u>
Step 7	10-12 years	<del>\$23.59</del> <u>25.28</u>
Step 8	12-14 years	<del>\$24.25</del> <u>25.99</u>
Step 9	14-16 years	<del>\$24.87</del> <u>26.65</u>
Step 10	16 years and above	<del>\$25.62</del> <u>27.45</u>

All nurses in Step 10 as of January 1, 2004, will receive an additional 25 cents per hour bonus for all paid hours during calendar year 2004, which will be paid in one lump sum in the second payroll period of January, 2005. To qualify for the lump sum payment, a nurse must still be employed by the Board at the end of 2004; provided that a nurse who applies for and receives retirement benefits during 2004 will receive a pro-rata payment based on her paid hours during that year.

As previously stated, commencing January 1, 2006 and for the duration of this Agreement, all step increases, as well as lump sum bonuses for nurses in Step 10 will be suspended. For the purpose of calculating wage increases, each nurse will remain in the step she is in pursuant to the schedule above as of December 31, 2005 until the expiration of this Agreement.

ARTICLE XV, WAGES cont.

Section 3. Effective ~~January~~ October 1, 2005 ~~2007~~, each nurse will receive an across-the-board wage increase of two percent (2%). The salary schedule shall be as follows:

	<u>Length of Service</u>	<u>Hourly Rate</u>
Step 1	0-1 year	<del>\$20.50</del> <u>21.97</u>
Step 2	1-2 years	<del>\$21.04</del> <u>22.55</u>
Step 3	2-4 years	<del>\$21.62</del> <u>23.17</u>
Step 4	4-6 years	<del>\$22.21</del> <u>23.80</u>
Step 5	6-8 years	<del>\$22.80</del> <u>24.43</u>
Step 6	8-10 years	<del>\$23.42</del> <u>25.09</u>
Step 7	10-12 years	<del>\$24.06</del> <u>25.78</u>
Step 8	12-14 years	<del>\$24.74</del> <u>26.51</u>
Step 9	14-16 years	<del>\$25.37</del> <u>27.18</u>
Step 10	16 years and above	<del>\$26.13</del> <u>28.00</u>

All nurses in Step 10 as of January 1, 2005, will receive an additional 20 cents per hour bonus for all paid hours during calendar year 2005, which will be paid in one lump sum in the second payroll period of January, 2006. To qualify for the lump sum payment, a nurse must still be employed by the Board at the end of 2005; provided that a nurse who applies for and receives retirement benefits during 2005 will receive a pro-rata payment based on her paid hours during that year.

As previously stated, commencing January 1, 2006 and for the duration of this Agreement, all step increases, as well as lump sum bonuses for nurses in Step 10 will be suspended. For the purpose of calculating wage increases, each nurse will remain in the step she is in pursuant to the schedule above as of December 31, 2005 until the expiration of this Agreement.

## **2. CERTIFICATION/EDUCATION DIFFERENTIAL**

The District proposes to eliminate the current certification/education differential provided for under Article XV, Section 11 of the Agreement. ONA proposes to retain the current certification/education differential for eligible nurses.

The District contends that in many instances the certification/education differential does not apply to areas in which the nurse is actually practicing. The District also claims that the additional cost associated with such payments are not justified in that they do not benefit all of the nurses. The funds would be better utilized for general wage increases given the District's financial condition.

The Union points out that the certification/education differential has been in the parties' Collective Bargaining Agreement for several years. The District's effort to now eliminate the differential would be unfair to both the nurses and the community they serve. ONA disputes the District's claim that it cannot finance the differential pay for the eight nurses involved.

ANALYSIS – Based on the evidence presented, this conciliator has decided to select the ONA's final proposal with respect to the certification/education differential issue. That is, the differential shall be retained but frozen for the duration of the Agreement at the current rate of \$.60 per hour.

The certification/education differential has been in the parties' Collective Bargaining Agreements since 1996. Significantly, the parties have agreed to increase the amount of the differential in every year since that time. During the past three years, the

differential went from \$.45 per hour to the current \$.60 per hour. Given the recent negotiated increases in the differential pay, it must be held that bargaining history supports ONA's position on this issue. This conciliator does not find that any basis has been established by the Employer for the elimination of the certification/education differential. The District claims that the differential does not apply to areas in which the nurses actually practice. However from the clear language found under the applicable contractual provision, the differential is limited to those nurses who receive advance education and certification in areas that directly relate to public health. As noted by ONA, a nurse under the differential pay provision cannot receive compensation for obtaining certification in an area that does not match-up with some service that the District offers to the community.

Moreover, there are only eight nurses who currently receive the certification/education differential. The cost to the District to pay the differential to these eight nurses amounts to approximately \$8,000 per year. Certainly, this is a minimal amount compared to the District's overall budget and the approximately \$740,000 allocated to wage increases for all employees during the next year. Given such evidence, it is apparent that the certification/education differential is not a major cost item for the District.

There simply was no justification established by the District for the elimination of the certification/education differential. On the other hand, ONA presented a reasonable final offer in that it agreed to freeze the differential pay at the current \$.60 per

hour rate for the duration of the new Agreement. Furthermore, it does appear that it is in the public's interest for bargaining unit nurses to continue to receive a differential based upon advanced education or their obtaining a public health certification. Therefore for the various reasons indicated, this conciliator finds that the certification/education differential should remain in the parties' Collective Bargaining Agreement as the ONA has proposed.

### **A W A R D**

With respect to the Certification/Education Differential issue, this conciliator selects the ONA's final offer as more fully set forth below:

### **ARTICLE XV** **Certification/Education Differential**

**Section 11.** Language shall remain the same and eligible nurses will continue to receive the differential at the current contractual rate of \$.60 per hour.

**CONCLUSION**

In conclusion, this conciliator hereby submits the above referred to awards on the outstanding issues presented to him for his consideration.

**MARCH 29, 2006**

  
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**JAMES M. MANCINI, CONCILIATOR**