

**STATE EMPLOYMENT RELATIONS BOARD  
FACT-FINDER'S REPORT  
CASE NO. 00-MED-030304**

STATE EMPLOYMENT  
RELATIONS BOARD  
Aug 28 10 46 AM '01

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**MAHONING COUNTY DEPARTMENT OF HUMAN SERVICES  
CHILD SUPPORT ENFORCEMENT DIVISION**

**Employer**

**-and-**

**TEAMSTERS LOCAL 377 (LEGAL UNIT)**

**Union**

**Appearances for the Employer:**

**KEVIN SELLARDS, Human Resources Director, MCCSEA  
ANTHONY SERTICK, JR., Attorney for Employer  
KIMBERLY MANIGAUEH, Human Resources Administrator**

**Appearances for the Union:**

**ROBERT E. BERNAT, Representative, Teamsters Local 377  
JOHN CAROLINE, Staff Attorney  
LESTER W. SZABADOS, Staff Attorney**

**JOSEPH W. GARDNER (#0033400), Fact-Finder  
Attorney-at-Law  
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## INTRODUCTION

The parties and the undersigned met at the offices of the Mahoning County Child Support Enforcement Agency on August 17, 2000. Before the fact-finding conference was opened, the parties agreed to mediation. Mediation was extensive.

Two of the four issues were agreed upon by the parties at mediation. After mediation, evidence was introduced on those first two issues and also the unresolved issues. After all evidence and arguments were taken, the fact-finding conference was closed and this report was prepared.

## ISSUE NO. 1

### ARTICLE 49 - LONGEVITY

The following language was agreed upon by both parties. The undersigned has reviewed the language and the evidence as to why the language should be in place. Therefore, it is recommended that the following language become part of the contract and replace the current language that is in the contract between the parties:

### RECOMMENDATION

SECTION 1 Each employee with not less than seven (7) full years of service with the County shall be entitled to longevity. Effective **July 1, 2000**, the amounts listed below shall be converted to the equivalent cents per hour and added to the employee's total current base step rate, effective on the anniversary dates of hire of 2000, to be paid at the beginning of the pay period in which the anniversary date falls.

SECTION 2 Effective on each employee's anniversary date thereafter, longevity amounts to be paid at the beginning of the pay period in which the anniversary date falls.

<u>Upon completion of:</u>	<u>Amount</u>
7 years	\$100.00
8 years	\$200.00
9 years	\$300.00
10 years	\$400.00
11 years	\$500.00
12 years	\$600.00
13 years	\$700.00
14 years	\$800.00
15 years	\$900.00
16 years	\$1,000.00
17 years	\$1,100.00

18 years	\$1,200.00
19 years	\$1,300.00
20 years	\$1,400.00
21 years	\$1,500.00
22 years	\$1,600.00
23 years	\$1,700.00
24 years	\$1,800.00
25 years	\$1,900.00

**ISSUE NO. 2**

**ARTICLE 47 - PARKING**

The following language was agreed upon by both parties. The undersigned has reviewed the language and the evidence as to why the language should be in place. The Agreement is fair. Therefore, it is recommended that the following language become part of the contract and replace the current language that is in the contract between the parties:

**RECOMMENDATION**

**SECTION 1** Two (2) parking spaces by the courthouse shall be provided to this Bargaining Unit for court dates and/or Agency business. These spaces are for in and out use by the Agency and not to be used as "daily parking." If a Bargaining-Unit member uses this space not as intended, they will lose their privileges for one (1) year and will be billed for the parking charges for the day(s) in question.

**SECTION 2** The Employer shall provide a parking pass to three members of the Bargaining Unit effective on August 01, 2000, with the understanding that the other four "attorney parking" spaces are also available.

**SECTION 3** The Attorneys must have their automobiles available at all times for court appearances. Provisions for reserved parking spaces shall be made available to the attorneys in the lot adjacent to the building, immediately outside the rear door of the building.

**ISSUE NO. 3**

**PAY SCALE**

This Bargaining Unit has a relatively short history. Although the history is relatively short, there has been an arbitration and grievances filed regarding the pays of the Bargaining Unit members.

The undersigned finds that uniformity in the pay scale directly relating to years of service or seniority should be a part of the contract.

In a past arbitration award, the "DHS" salary schedule was used and after that salary schedule was acceptable, it has now been revised. Since both parties have used this "DHS" schedule to set base salaries, the undersigned finds that the "DHS" pay schedule would be appropriate and beneficial to both parties and the taxpayers. The undersigned finds that that salary schedule is proper in light of the work done, the seniority of the employees, and the pay of the employees. Furthermore, since this is an attorney unit, the pay range "H" is the pay range and salary schedule that should be used for this Bargaining Unit.

The Union argues that each of the members in their unit should be moved two steps to the right because of seniority and years of service. The Union argues that in light of the years of service and seniority and in light of keeping matters equal between the employees, commencing these contracts two steps right for each level will provide maximum fairness between the parties.

The Employer, on the other hand, states that there is no schedule currently between the parties and that the schedule in the previous arbitration award was actually a schedule with lower amounts of money paid, and that the new schedule (a copy of which is set out in full below) provides an automatically higher rate of pay for all employees. The Employer desires a two step change with those current employees with the lowest seniority and only a one step raise with those employees at the highest schedule.

The Employer further argues that the Bargaining Unit employees are not even on a schedule as of this date and, since the mere acceptance of this schedule actually gives them a raise, there is no justification for a two step change for any of the employees--let alone the older employees.

Both sides offered comparisons. The Union presented the attorneys' positions in the prosecutor's office. Although these attorneys' positions are for the most part significantly higher than those in the current Bargaining Unit, the Employer states that the services given by the attorneys in the prosecutor's office are more valuable than those services given by the existing Bargaining Unit. However, there are some instances where those who are highly trained prosecutors may be receiving less than or equal to those who are in the currently bargaining position.

The undersigned finds that the work provided by the prosecutor's office employees and the employees in this office are duties that take the same amount of expertise and hard work. To say that one lawyer, who represents the state in criminal cases, has a more complicated position than a lawyer in the current Bargaining Unit is a distinction without a difference. They both take skill, dedication, and preparation for their jobs.

Furthermore, those more senior attorneys should not be punished simply because they are senior attorneys. There has been no evidence that the senior attorneys are in any way less productive than those who are the younger in terms of seniority. Fairness and seniority dictates that the Union's position be accepted.

## RECOMMENDATION

It is recommended that the following language shall become part of the contract:

As and for attorneys and this Bargaining Unit, the "DHS" scale shall be accepted for attorneys. The "DHS" scale being the following:

### WAGE RATE SCALE FOR BARGAINING UNIT (Attorneys in this Bargaining Unit, shall use the pay range "H".)

Pay Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
A	10.56	10.93	11.31	11.70	12.11	12.54	13.00	
B	11.40	11.80	12.24	12.66	13.09	13.55	14.04	
C	12.33	12.75	13.20	13.68	14.15	14.65	15.16	
D	13.32	13.78	14.27	14.77	15.29	15.82	16.37	
E	14.38	14.87	15.41	15.94	16.51	17.08	17.70	
F	15.53	16.08	16.64	17.23	17.82	18.46	19.10	
G	16.77	17.37	17.96	18.60	19.24	19.91	20.61	
H	18.12	18.75	19.42	20.21	20.82	21.55	22.30	23.07
I	19.57	20.25	20.96	21.69	22.46	23.25	24.06	24.90
J	21.14	21.89	22.65	23.43	24.27	25.11	25.98	26.90
K	22.84	23.64	24.45	25.31	26.20	27.11	28.07	29.06
L	24.66	25.51	26.40	27.34	28.29	29.28	30.30	31.36
M	26.63	27.55	28.52	29.51	30.55	31.62	32.73	33.88

Effective, January 1, 2000, the members of the Legal Unit shall be placed in the following salary ranges for the term of this contract.

#### (One Year Seniority Completed)

Range H Step 1 (\$18.12) retroactive to January 1, 2000.

Range H Step 2 (\$18.75) effective July 1, 2000.

Range H Step 3 (\$19.42) effective July 1, 2001.

Range H Step 4 (\$20.21) effective July 2, 2002.

**(Three Years Seniority Completed)**

Range H Step 2 (\$18.75) retroactive to January 1, 2000.  
Range H Step 3 (\$19.42) effective July 1, 2000.  
Range H Step 3 (\$20.21) effective July 1, 2001.  
Range H Step 3 (\$20.82) effective July 1, 2002.

**(Five Years Seniority Completed)**

Range H Step 4 (\$20.21) retroactive to January 1, 2000.  
Range H Step 5 (\$20.82) effective to July 1, 2000.  
Range H Step 6 (\$21.55) effective July 1, 2001.  
Range H Step 7 (\$22.30) effective July 1, 2002.

**ENTRY LEVEL FOR ALL BARGAINING MEMBERS HIRED AFTER JULY 1, 2000, WILL BE \$18.26 PER HOUR OR \$38,000.00. NEW HIRES WILL MOVE INTO THE DHS PAY SCALE AS SET FORTH ABOVE UNDER SCALE 8 UPON COMPLETING ONE YEAR WITH THE AGENCY.**

**SUB ISSUE NO. 3**

As the evidence was then taken at fact-finding, the parties agreed that Attorney Ted A. Ferris has reached his own agreement, separate and apart from this collective bargaining agreement. Since Attorney Ferris has apparently bargained a "side agreement" with the Employer, the undersigned has reviewed the pay agreement reached between the parties. The agreement is fair. It is then the recommendation that the "side agreement" that Ted A. Ferris has entered into with the Employer shall be the contract between Ted A. Ferris and the Employer.

**RECOMMENDATION**

It is hereby recommended that the following language be inserted into the contract regarding Attorney Ted A. Ferris:

Ted A. Ferris will remain at a salary level he entered the Bargaining Unit, and will remain at the level through the first year of his contract and be placed as follows for the remainder of the agreement:

Pay Range H Step 6 (\$21.55) effective July 1, 2001.  
Pay Range H Step 7 (\$22.30) effective July 1, 2002.

## **ISSUE NO. 4**

### **COST OF LIVING ADJUSTMENT (COLA)**

The parties were extremely close on any cost of living adjustments. The final offer from the Union was a 1 1/2% increase for the first year; 3% increase for the second year; and 3% increase for the third year.

For the Employer, stipulating that the above pay scale was implemented, the final offer was 0% for the first year; 2% for the second year; and 2% for the third year. However, if the language of the Employer was accepted in the previous issues set forth above, Management proposed a 0% increase for the first year; and 3% increases for the second and third year. The undersigned inquired as to inability to pay. The Employer states that inability to pay would not be raised as a defense. However, the Employer did raise issues of whether or not funding would be available.

The poundage that has been traditionally paid by the payor on all child support enforcement orders will no longer go to the agency. Although the Employer was not sure, it was represented that this poundage would now go to one of the local banks, who would be the administrator of the checks.

Although that money would be lost, the administration costs of actually writing the checks and processing same should go down proportionately. If it does not go down proportionately, then perhaps the county should keep the check writing in house so as to keep the poundage in house. If the duties are the same, between now and after this bank takes over these new duties, and there is no decrease in costs, then it would be ill advised financially for the county to allow an outside bank to do the check writing. This government agency should "farm out" its duties only when doing so will save more money than is lost in revenue from performing those duties.

There is also a potential penalty being assessed by the federal government against Mahoning County because other counties have not properly implemented a new computer system. As of this date, it is unknown whether or not that fine will be levied and whether or not Mahoning County will have to pay part of that fine for the ineptness of other counties.

Oral evidence was introduced that the consumer price index showed a higher inflation rate than the amount of increases offered. No documentation was entered by either side to back up that claim or refute that claim.

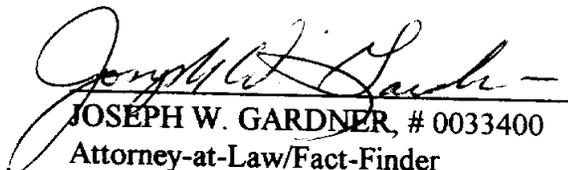
Management has continually made the point that the entire "DHS" pay scale has given the employees in this unit a "raise in salary" even though there has been no actual pay scale currently on the books. Even the earlier pay scale, set forth by the arbitrator within the last couple of years, was a pay scale less than what the current scale is. The argument of the Employer is strong, but all arguments of lack of funding are speculative. There is no evidence that the employees are not productive.

The arguments by both the Employer and Management are compelling. Reviewing all of the evidence, the following COLA is recommended. This agency has dedicated, highly skilled and productive attorneys providing a public service which protects those who cannot protect themselves. The following COLA are fair.

### RECOMMENDATION

It is recommended that the following cost of living adjustments shall be made:

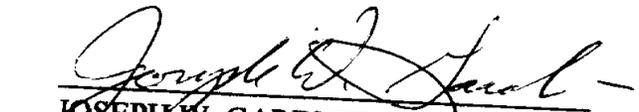
The parties shall receive a wage increase of 1% on their total current base wage as of July 1, 2000; parties shall receive a wage increase of 3% on their total current base wage on July 1, 2001; parties shall receive a wage increase of 3% on their total current base wage on July 1, 2002.

  
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## CERTIFICATION

A copy of the foregoing Fact-Finding Report was forwarded to: **J. KEVIN SELLARDS, County Commissioners Office, Human Resource Department, 21 West Boardman St., Youngstown, Oh 44503;** and **ROBERT E. BERNAT, Teamsters Local 377, 1223 Teamster Drive, Youngstown, OH 44502,** via Certified mail, return receipt requested, on the 25 day of August, 2000.

A copy of the foregoing Fact-Finding Report was forwarded to: **GEORGE M. ALBU, Administrator-Bureau of Mediation, State Employee's Relations Board, 65 East State Street - 12th Floor, Columbus, OH 43215-4213,** via regular U.S. mail on the 25 day of August, 2000.

  
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