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STATE EMPLOYMENT
RELATIONS BOARD

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**STATE EMPLOYMENT RELATIONS BOARD
FACT-FINDING REPORT**

October 6, 2000

MAHONING COUNTY DEPARTMENT)	CASE NO. 00-MED-05-0650
OF HUMAN SERVICES)	
)	
)	
EMPLOYER)	
)	
AND)	
)	
AFSCME, OHIO COUNCIL 8, LOCAL 2001)	
)	
UNION)	

APPEARANCES

FOR THE COUNTY:

J. Kevin Sellards	Human Resources Director
Kimberly Manigault	Human Resources Administrator
Georgeann Burkey	Fiscal Administrator

FOR THE UNION:

James Adams	Staff Representative
Helen Youngblood	President
Cheryl Ashley	Vice President
Paula Drenzo	Chief Steward
Sherry Provitt	Secretary

FACT FINDER:

Joseph W. Gardner, # 0033400
 4280 Boardman-Canfield Rd.
 Canfield, OH 44406
 330-533-1118
 330-533-1025 (fax)

INTRODUCTION

The parties met on September 27, 2000. Mediation was offered to the parties; however, the parties decided to immediately go into the fact-finding conference. The parties had timely submitted position statements. Evidence and arguments were introduced by both sides. Both sides offered testimony. Both sides were given the opportunity to cross-examine witnesses of the other side. Exhibits were introduced by both sides. The fact-finding conference was then closed.

Issue No. 1 Hospitalization

In the last contract term, savings were realized in the first two years. The Union concedes and the County states that in the third year there were no savings. In the last year, the County claims that the cost overruns wiped out any savings in the first two years. The County further introduced testimony that premiums increased because of the costs of maintenance drugs. Since the Bargaining Unit has a mature workforce, more need is present for the use of maintenance drugs. This fact increases the cost of providing medical coverage and, therefore, raises the cost of premiums.

The undersigned does not make any finding whether the hospitalization expenses were within or without budget for the last contract. However, the undersigned does find that working together by both parties would help contain the costs of increased health insurance premiums. A committee should be formed to monitor all health care costs and to shop around for better health-care coverage. This committee should be a year-round committee with members from both parties on that committee.

The best price for the most services can only be obtained by working together. Opting out of the plan should be permitted only when a spouse of a member of the Bargaining Unit has the same or better insurance coverage.

Recommendation

It is recommended that the following become part of the contract in Article XIV, Section 14 of the contract:

No. 1. The County will offer at least an HMO and PPO option at the same or similar benefits as are offered on the effective date of this Agreement. The term "similar" means that the panel of benefits coverage distributed in March 1998 will remain ostensibly the same for the term of this Agreement. The determination as to the benefit carrier shall be made by the County, inasmuch as the purchase of hospitalization insurance is required by law to be competitively bid.

A committee is now established between the parties called the "Health Benefits

Committee". Each party shall designate two members to the new committee, and each committee member shall have one vote. The committee shall promulgate rules of procedure and shall meet once a month. The committee shall have access to all records necessary and proper to investigate all matters relating to the health insurance of this Bargaining Unit. This committee shall make a written report to the parties regarding the benefits available, the costs of these benefits, and the providers of these benefits on or before December 1 of each year.

The County shall notify this committee at least sixty (60) days in advance before the County solicit bids. The county shall further notify directly this committee ten (10) days before the opening of any bids, and ten (10) days before accepting any bids. Said committee shall have access to all information regarding said bids and shall report to the County its recommendation.

All information acquired by any member of this committee shall be deemed confidential and shall not be disclosed, except in accordance with the terms of this collective bargaining agreement or pursuant to law.

No. 2. Bargaining Unit members will split the cost of any increase of benefits in the year 2000 through 2001 on the basis of ninety (90) percent expenditure by management and ten (10) percent expenditure by the Bargaining Unit for the cost of any increase in premium over the current level, not to exceed Six Dollars (\$6.00). In December 2001, this provision of the contract will be reopened, and each party shall negotiate this provision. It is contemplated that the Health Benefits Committee shall have its report ready for review by both parties.

No. 3. Effective July 1, 1999, the County will contribute Twenty-six Dollars (\$26.00) per month per employee to the Ohio AFSCME Care Plan for the purpose of Dental I coverage. The employer will pay fifty cents (\$0.50) per month of the hearing plan.

No. 4. Bargaining Unit members are permitted to opt out from the hospitalization plan at a rate of One Hundred Dollars (\$100.00) per month, minus taxes paid on twenty-six (26) days.

Issue No. 2 - Wages

The Bargaining Unit members are rewarded by the State by meeting certain objectives. When these objectives are met, the state of Ohio pays to the County money for meeting these objectives. It is the position of the Union that the Bargaining Unit members are entitled to these incentives in the form of bonuses. The County, on the other hand, believes that the money paid for meeting these objectives should be placed in the general fund for payment of wages. The evidence shows that, because this Bargaining Unit met the objectives, the state of Ohio has transferred to the County the amount of Two Hundred Sixty-four Thousand Dollars (\$264,000.00).

The undersigned believes that the Bargaining Unit members are entitled to most of this incentive because they are the individuals who earned the incentives. However, the undersigned believes that the County and the supervisory employees are also entitled to a portion of this incentive pay. Without the County and without the supervisory employees working together with the Bargaining Unit members, this incentive would not have been earned.

In regards to the wage increase, both sides have introduced credible evidence supporting their respective positions. The County has not raised the defense of inability to pay.

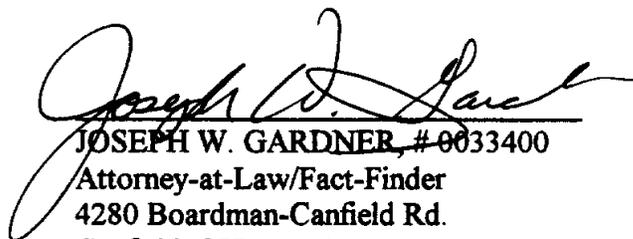
Recommendation

It is the recommendation of the undersigned that the following language be made part of the bargaining contract:

Wages:

First-year:	4 % increase, plus a bonus of \$750.00;
Second year:	4 % increase;
Third year:	4 % increase

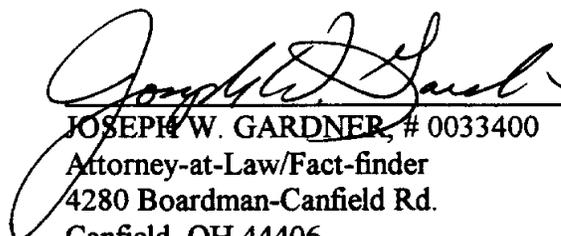
Respectfully submitted,


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CERTIFICATION

A copy of the foregoing Fact-Finding Report was forwarded to **J. KEVIN SELLARDS**, Human Resources Director, Mahoning County Department of Human Services, 21 West Boardman Street, Youngstown, OH 44503; and **JAMES ADAMS**, Staff Representative, AFSCME, Ohio Council 8, Local 2001, 150 South Four Mile Run Road, Youngstown, OH 44515, via certified U.S. mail on the 6th day of October, 2000.

A copy of the foregoing Fact-Finding Report was forwarded to: **GEORGE M. ALBU**, Administrator, Bureau of Mediation, SERB, 65 East State Street, 12th Floor, Columbus, OH 43215-4213, via regular U.S. mail on the 6th day of October, 2000.


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