

AFSCME OHIO COUNCIL 8

STATE EMPLOYMENT  
RELATIONS BOARD

2002 DEC -4 A 10: 10

(UNION)

) Case No. 02-MED-03-0277

- and -

THE CITY COLUMBIANA, OHIO

(CITY)

**FACT - FINDER'S REPORT**

December 2, 2002

Proceedings before Jared D. Simmer, Fact-Finder. The undersigned was selected to serve in the role of Fact-Finder in the above-captioned case. Pursuant to the provisions of Section 4117-9-05 of the Ohio Revised Code, the Fact-Finder was appointed on May 22, 2002.

**I. APPEARANCES**

**FOR THE UNION:**

Ms. Jaladah Aslam, Staff Representative.

**FOR THE COUNTY:**

Richard Gortz, Employer Representative, Mary Louise Dicken, Finance Director and Jay Groner, Service Director.

## **II. BACKGROUND**

This proceeding involves bargaining for a first contract between service workers represented by AFSCME Ohio Council 8 (Union) and the City of Columbiana, Ohio (City). The unit, consisting of approximately thirty-two (32) full-time employees, work in the street, water, sewer, utility, zoning and inspection, light and power, cemetery and parks and City Hall clerical departments.

Prior to hearing, the parties had met approximately 13 times and negotiated to impasse. Both chose to file pre-hearing position statements which were duly received and considered by the Fact-Finder.

At the request of the parties, the Fact-Finder engaged in mediation in an attempt to help the parties narrow the differences on the remaining issues. On October 28, November 1 and November 4, 2002 the Fact-finder and the parties met at City Hall and were able to settle almost all of the open issues. As a result, a hearing was conducted and post-mediation briefs filed. After due consideration of the testimony and evidence presented by the parties, this Fact-Finder's Report issues.

## **III. ISSUES**

During the course of good-faith negotiations covering thirteen bargaining sessions, the parties reached agreement on a number of issues. Further, during mediation they were able to settle all other open items except health care, wages, and duration.

Accordingly, the provisions of the new contract that were agreed to by the parties, both in earlier negotiations and the mediation sessions, via both contract language and side letters of agreement, are hereby formally recognized and adopted by the Fact-Finder. As a result, this Report will only deal with the remaining open issues (health care plan, wages, and duration).

#### **IV. FACT-FINDER'S REPORT AND RECOMMENDATIONS**

In issuing this Report and Recommendations, the Fact-Finder took notice of all the oral and written testimony presented by, and as stipulated by, the parties, as well as those six factors that the State Employment Relations Board requires, including but not limited to:

1. Prior collective bargaining agreements, if any, between the parties.
2. Comparison of the issues in the instant case with those issues involving other public and private employees doing comparable work, giving consideration to the factors peculiar to the area and classification involved.
3. The public interest and welfare, the ability of the employer to finance and administer the items involved, 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.
6. Such other factors, which are normally or traditionally considered in the determination of issues submitted to mutually agreed-upon dispute settlement

procedures in the public service or in private employment.

This Report sets forth recommendations which the Fact-Finder believes are reasonable and fair and which both parties can be comfortable recommending to their respective constituencies, although it is recognized that acceptance of the same will involve a degree of mutual sacrifice on the part of both parties.

The parties evidenced a mature and mutually beneficial negotiating climate. The Fact-Finder would like to commend them and their representatives for a job well done.

#### **V. REPORT AND RECOMMENDATIONS**

Neither party raised an "ability-to-pay" issue.

#### **Wages**

Both parties agree that after their fifth year of service with the City each bargaining unit employee should receive 1% of their hourly rate for each year of service; they disagree, however, on the length of time it would take to cap this pay. The Union proposes capping longevity pay after 30 years; the City proposes 20, the same schedule that the police currently enjoy.

FINDING AND RECOMMENDATION: The Fact-Finder recommends adoption of a 20-year salary schedule; i.e., 1% of the step 5 rate for each year of service over five years to a maximum credit of 20 years. A 20-year schedule would not only be consistent with the City's other unit (police), but would exceed what these employees currently enjoy (no

longevity pay). Further, an immediate move from no schedule to a schedule in parity with the City's other bargaining unit is more than fair, particularly in an initial contract.

### **Salary Schedule**

The Union proposes across-the-board increases of 7% per year for each year of the contract. It provided comparables in support of its position. The City, on the other hand, proposes a wage schedule that increases payroll on average 7.5% in the first year, and 4% in the following two years. It, too, provided comparables in support of its position.

FINDING AND RECOMMENDATION: The Fact-Finder recommends adoption of the City's proposed wage schedule (attached), and effective as of November 1, 2002. The City's proposal was more persuasive for the following reasons:

1. It provided for budgeted wage cost increases of 7.5%-4%-4% over the life of the contract. In today's economic climate, increases of this magnitude compare very favorably with, and actually exceed, raises negotiated by other Ohio municipal employees.
2. The Union's salary schedule, costed out by the City at 28% over three years, would cost almost twice what the City's proposed salary schedule would to implement.
3. Under its schedule, the City's unsolicited offer to reclassify the laborer position to Machine Operator

1 upon completion of the CDL license provides an avenue for the lowest classified position to move up the pay scale.

4. The City and Union's comparables, primarily municipalities within a 25-mile radius, were not only very similar (e.g., Hubbard, East Liverpool, Canfield, Salem, etc.), but were not clearly persuasive of one party's schedule over another.
5. While it's true that adoption of the City's schedule would result in a small number of employees being "red circled", i.e., having their wages frozen, in the first year of the next contract mutual agreement as to the slotting of these remaining "off schedule" positions could be easily negotiated.
6. Since this is an initial contract, coming up with an equitable pay schedule is complicated by the need to move employees from an individual performance-based system developed ad hoc over many years to a uniform salary schedule. Therefore, no matter what schedule was adopted, there are bound to be some residual inequities.
7. This is a first contract; in that respect, the schedule proposed by the City represents an excellent first step, and budgetarily feasible, in moving towards an equitable pay structure.

As to the lump sum payments the City has offered to selected bargaining unit employees in its proposed wage schedule, the Fact-Finder recommends that these payments be made quarterly, payable in the months of December

2002, March 2003, June 2003 and September 2003 along with the regular payroll checks.

### **Health Plan**

During mediation, the Union amended its proposal from adoption of its AFSCME Full Care Plan, then its Vision II plan, and finally its Vision I and Legal Plan. The City countered that none of these plans were either warranted or necessary.

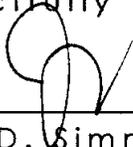
FINDING AND RECOMMENDATION: The Fact-Finder does not see the need to recommend adoption of either AFSCME's Vision I or Legal plan; however, in light of the trade-offs the Union has been asked to make under adoption of the City's salary schedule, it's recommended that the City provide the AFSCME Vision I plan, but not until the commencement of the third year of the contract.

### **Duration and Retroactivity**

Both parties agree on the propriety of a three-year agreement. Therefore, the Fact-Finder recommends that the term of the Agreement be for three years, commencing on November 1, 2002 and running until October 31, 2005. Finally, in recognition of the length of time it took to arrive at an initial contract which resulted in bargaining unit members receiving no scheduled wage increase in 2002, the Fact-Finder also recommends that the City grant an increase of 3% (based on wage rates in effect as of October 31, 2002), retroactive to January 1, 2002.

Issued: December 2, 2002

Respectfully submitted,



---

Jared D. Simmer

Fact-Finder

Attach.

## CERTIFICATE OF SERVICE

I hereby certify that the above Fact-Finder's Report and Recommendations were served upon the following parties, to wit, the City of Columbiana, Ohio (via Mr. Gortz) and AFSCME Ohio Council 8 (via Ms. Aslam) by United States Post Office overnight mail service, and upon the Ohio State Employment Relations Board (via Mr. Dale Zimmer) by first class mail, this day of \_\_\_\_\_, 2002.



---

Jared D. Simmer  
Fact-Finder

CITY OF COLUMBIANA WAGE PROPOSAL 9/4/02

Starting rate plus fifty cents at EOP, plus fifty cents at one year, then 2% of Step 1 rate per step to step 5. Then longevity of 1% of step 5 per year maxed out at step 20

PAY GRADE	JOB TITLE	Start	EOP	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
A	Laborer I	\$ 7.00	\$ 7.50	8.00	8.16	8.32	8.48	8.64	8.73	8.81	8.90	8.99	9.07	9.16	9.24	9.33	9.42	9.50	9.59	9.67
B	Custodian	\$ 7.50	\$ 8.00	8.50	8.67	8.84	9.01	9.18	9.27	9.36	9.46	9.55	9.64	9.73	9.82	9.91	10.01	10.10	10.19	10.27
C	Mechanic I Meter Reader	\$ 9.50	\$ 10.00	10.50	10.71	10.92	11.13	11.34	11.45	11.57	11.68	11.79	11.91	12.02	12.13	12.25	12.36	12.47	12.59	12.69
D	WWTPO Water Distribution Operator Lab Tech/Chemical Hygiene Officer WTPO	\$ 10.00	\$ 10.50	11.00	11.22	11.44	11.66	11.88	12.00	12.12	12.24	12.36	12.47	12.59	12.71	12.83	12.95	13.07	13.19	13.29
E	Lineman I Lab Tech (certified)	\$ 10.50	\$ 11.00	11.50	11.73	11.96	12.19	12.42	12.54	12.67	12.79	12.92	13.04	13.17	13.29	13.41	13.54	13.66	13.79	13.89
F	Bookkeeper Utilities Clerk	\$ 11.00	\$ 11.50	12.00	12.24	12.48	12.72	12.96	13.09	13.22	13.35	13.48	13.61	13.74	13.87	14.00	14.13	14.26	14.39	14.48
G	Utilities Clerk/Prog. Coord. Asst. Asst. Spt., Parks & Cemetery	\$ 11.50	\$ 12.00	12.50	12.75	13.00	13.25	13.50	13.64	13.77	13.91	14.04	14.18	14.31	14.45	14.58	14.72	14.85	14.99	15.07
H	WWTPO I WTPO I Lab Tech/Chemical Hygiene Officer I Water Distribution Operator I Lineman II Asst. Zoning & Bldg. Insp. Mechanic II Motor Equipment Operator I	\$ 12.00	\$ 12.50	13.00	13.26	13.52	13.78	14.04	14.18	14.32	14.46	14.60	14.74	14.88	15.02	15.16	15.30	15.44	15.58	15.65
I	WWTPO II WTPO II Water Distribution Operator II	\$ 12.50	\$ 13.00	13.50	13.77	14.04	14.31	14.58	14.73	14.87	15.02	15.16	15.31	15.45	15.60	15.75	15.89	16.04	16.18	16.25
J	WWTPO III	\$ 13.00	\$ 13.50	14.00	14.28	14.56	14.84	15.12	15.27	15.42	15.57	15.72	15.88	16.03	16.18	16.33	16.48	16.63	16.78	16.84
K	Motor Equipment Operator II	\$ 13.50	\$ 14.00	14.50	14.79	15.08	15.37	15.66	15.82	15.97	16.13	16.29	16.44	16.60	16.76	16.91	17.07	17.23	17.38	17.44
L	Lineman III Foreman/Water Distribution/Backflow Coord Foreman/ Water, Street, Sewer	\$ 15.00	\$ 15.50	16.00	16.32	16.64	16.96	17.28	17.45	17.63	17.80	17.97	18.14	18.32	18.49	18.66	18.84	19.01	19.18	19.24
M	Foreman, Electric	\$ 16.00	\$ 16.50	17.00	17.34	17.68	18.02	18.36	18.54	18.73	18.91	19.09	19.28	19.46	19.65	19.83	20.01	20.20	20.38	20.44

CITY OF COLUMBIANA WAGE PROPOSAL 9/4/02

Starting rate plus fifty cents at EOP, plus fifty cents at one year, then 2% of Step 1 rate per step to step 5. Then longevity of 1% of step 5 per year maxed out at step 20.

PAY GRADE	JOB TITLE	2004 Start	2004 EOP	2004 @ 3%	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	
A	Laborer 1	\$ 7.24	\$ 7.74	8.24	8.40	8.57	8.73	8.90	9.06	9.24	9.41	9.59	9.77	9.95	10.13	10.31	10.49	10.67	10.85	11.03	11.21	11.39	11.57	11.75	
B	Custodian	\$ 7.76	\$ 8.26	8.76	8.93	9.11	9.28	9.46	9.65	9.84	10.04	10.24	10.44	10.64	10.84	11.04	11.24	11.44	11.64	11.84	12.04	12.24	12.44	12.64	12.84
C	Mechanic I Meter Reader	\$ 8.83	\$ 10.33	10.82	11.04	11.25	11.47	11.69	11.90	12.12	12.34	12.56	12.78	13.00	13.22	13.44	13.66	13.88	14.10	14.32	14.54	14.76	14.98	15.20	15.42
D	WWTP/O Water Distribution Operator Lab Tech/Chemical Hygiene Officer WTPO	\$ 10.33	\$ 10.83	11.33	11.56	11.78	12.01	12.24	12.46	12.68	12.90	13.12	13.34	13.56	13.78	14.00	14.22	14.44	14.66	14.88	15.10	15.32	15.54	15.76	15.98
E	Lineman I Lab Tech (certified)	\$ 10.85	\$ 11.35	11.85	12.08	12.32	12.56	12.79	13.02	13.25	13.48	13.71	13.94	14.17	14.40	14.63	14.86	15.09	15.32	15.55	15.78	16.01	16.24	16.47	16.70
F	Bookkeeper Utilities Clerk	\$ 11.36	\$ 11.86	12.36	12.61	12.85	13.10	13.35	13.59	13.84	14.08	14.32	14.56	14.80	15.04	15.28	15.52	15.76	16.00	16.24	16.48	16.72	16.96	17.20	17.44
G	Utilities Clerk/Prog. Coord. Asst. Asst. Spt. Parks & Cemetery	\$ 11.88	\$ 12.38	12.88	13.13	13.39	13.65	13.91	14.17	14.43	14.69	14.95	15.21	15.47	15.73	15.99	16.25	16.51	16.77	17.03	17.29	17.55	17.81	18.07	18.33
H	WWTP/O WTPO I Lab Tech/Chemical Hygiene Officer I Water Distribution Operator I Lineman II Asst. Zoning & Bldg. Insp. Mechanic II Motor Equipment Operator I	\$ 12.40	\$ 12.90	13.40	13.67	13.94	14.20	14.47	14.74	15.02	15.29	15.57	15.84	16.11	16.38	16.65	16.92	17.19	17.46	17.73	18.00	18.27	18.54	18.81	19.08
I	WWTP/O II WTPO II Water Distribution Operator II	\$ 12.91	\$ 13.41	13.91	14.18	14.46	14.74	15.02	15.30	15.57	15.85	16.13	16.41	16.69	16.97	17.25	17.53	17.81	18.09	18.37	18.65	18.93	19.21	19.49	19.77
J	WWTP/O III	\$ 13.42	\$ 13.92	14.42	14.71	15.00	15.29	15.57	15.86	16.15	16.44	16.73	17.02	17.31	17.60	17.89	18.18	18.47	18.76	19.05	19.34	19.63	19.92	20.21	20.50
K	Motor Equipment Operator II	\$ 13.94	\$ 14.44	14.94	15.23	15.53	15.83	16.13	16.43	16.73	17.03	17.33	17.63	17.93	18.23	18.53	18.83	19.13	19.43	19.73	20.03	20.33	20.63	20.93	21.23
L	Lineman III Foreman/Water Distribution/Backflow Coord Foreman/Water, Street, Sewer	\$ 15.48	\$ 15.98	16.48	16.81	17.14	17.47	17.80	18.13	18.46	18.79	19.12	19.45	19.78	20.11	20.44	20.77	21.10	21.43	21.76	22.09	22.42	22.75	23.08	23.41
M	Foreman, Electric	\$ 16.51	\$ 17.01	17.51	17.86	18.21	18.56	18.91	19.26	19.61	19.96	20.31	20.66	21.01	21.36	21.71	22.06	22.41	22.76	23.11	23.46	23.81	24.16	24.51	24.86

CITY OF COLUMBIANA WAGE PROPOSAL 9/4/02

Starting rate plus fifty cents at EOP, plus fifty cents at one year, then 2% of Step 1 rate per step to step 5. Then longevity of 1% of step 5 per year maxed out at step 20.

PAY GRADE	JOB TITLE	2005																			
		2005 Start	2005 EOP	@ 3% 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	
A	Laborer <sup>1</sup>	7.49	\$ 7.99	8.49	8.66	8.83	9.00	9.17	9.26	9.35	9.44	9.53	9.62	9.72	9.81	9.90	9.99	10.08	10.17	10.26	
B	Custodian	8.02	\$ 8.52	9.02	9.20	9.38	9.56	9.74	9.84	9.93	10.03	10.13	10.23	10.32	10.42	10.52	10.62	10.71	10.81	10.9	
C	Mechanic I Meter Reader	10.15	\$10.65	11.15	11.37	11.60	11.82	12.04	12.16	12.28	12.40	12.52	12.64	12.76	12.88	13.00	13.13	13.25	13.37	13.4	
D	WWTPPO Water Distribution Operator Lab Tech/Chemical Hygiene Officer WTPO	10.67	\$11.17	11.67	11.90	12.14	12.37	12.60	12.73	12.86	12.99	13.11	13.23	13.36	13.49	13.61	13.74	13.86	13.99	14.1	
E	Lineman I Lab Tech (certified)	11.20	\$11.70	12.20	12.44	12.69	12.93	13.18	13.31	13.44	13.57	13.70	13.84	13.97	14.10	14.23	14.36	14.49	14.63	14.7	
F	Bookkeeper Utilities Clerk	11.73	\$12.23	12.73	12.99	13.24	13.49	13.75	13.89	14.02	14.16	14.30	14.44	14.57	14.71	14.85	14.99	15.12	15.26	15.3	
G	Utilities Clerk/Prog. Coord. Ast. Asst. Spt., Parks & Cemetery	12.26	\$12.76	13.26	13.53	13.79	14.06	14.32	14.47	14.61	14.75	14.90	15.04	15.18	15.32	15.47	15.61	15.75	15.90	16	
H	WWTPPO I WTPO I Lab Tech/Chemical Hygiene Officer I Water Distribution Operator I Lineman II Asst. Zoning & Bldg. Insp. Mechanic II Motor Equipment Operator I	12.80	\$13.30	13.80	14.08	14.35	14.63	14.91	15.05	15.20	15.35	15.50	15.65	15.80	15.95	16.10	16.25	16.40	16.55	16	
I	WWTPPO II WTPO II Water Distribution Operator II	13.32	\$13.82	14.32	14.61	14.90	15.18	15.47	15.62	15.78	15.93	16.09	16.24	16.40	16.55	16.71	16.86	17.01	17.17	17	
J	WWTPPO III	13.85	\$14.35	14.85	15.15	15.45	15.74	16.04	16.20	16.36	16.52	16.68	16.84	17.00	17.16	17.32	17.48	17.64	17.81	17	
K	Motor Equipment Operator II	14.38	\$14.88	15.38	15.69	16.00	16.31	16.61	16.78	16.95	17.11	17.28	17.44	17.61	17.78	17.94	18.11	18.28	18.44	18	
L	Lineman III Foreman/Water Distribution/Backflow Coord Foreman/ Water, Street, Sewer	15.98	\$16.48	16.98	17.32	17.66	18.00	18.34	18.53	18.71	18.89	19.08	19.26	19.44	19.63	19.81	19.99	20.18	20.36	20	
M	Foreman, Electric	17.05	\$17.55	18.05	18.41	18.77	19.13	19.49	19.68	19.88	20.07	20.27	20.46	20.65	20.85	21.05	21.24	21.44	21.63	21	