STATE OF OHIO

STATE EMPLOYMENT RELATIONS BOARD

In the Matter of Fact-Finding Between COLUMBUS STATE COMMUNITY COLLEGE, Employer, -and- INTERNATIONAL BROTHERHOOD OF, TEAMSTERS, CHAUFFEURS, WARE-HOUSEMEN & HELPERS OF AMERICA , TEAMSTERS LOCAL UNION NO. 284, Union.	:	Case No: 02-MED-04-0489

FACT FINDING AND RECOMMENDATIONS

Richard E. Gombert, Fact-Finder

APPEARANCES

For Columbus State Community College:

Tim D. Wagner
Executive Director of Human Resources
Columbus State Community College
550 East Spring Street
Columbus, Ohio 43216

For the International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of American and Teamsters Local Union No. 284:

Susan D. Jansen, Esq.
Logothetis, Pence & Doll
111 West First Street, #1100
Dayton, Ohio 45402-1156

SUBMISSION

The undersigned was appointed Fact-Finder in this dispute on November 26, 2002. There isn't any collective bargaining agreement in full force and effect between Columbus State Community College (hereinafter sometimes referred to as the "College", "CSCC" or the "Employer") and the International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America and its Local Union No. 284 (hereinafter sometimes referred to as the "Union", the "Teamsters" or "Local No. 284"). The Union was certified as the exclusive bargaining representative for this unit of about twenty-two (22) employees on February 28, 2002. The unit is composed of all full-time dispatchers, police sergeants and police officers. The parties are negotiating for their first labor contract.

The parties have negotiated intensely. They have had at least eleven (11) meetings. The parties resolved virtually all of the issues. But, they were not able to resolve issues involving five (5) articles in the collective bargaining agreement.

The parties agreed to a fact-finding hearing on January 10, 2003. The meeting was held in a conference room on the CSCC campus.

There were several people present at this hearing in addition to the Representatives and the Fact-Finder. They are as follows:

For the College:

Christopher Hogan	Attorney
Theresa Gehr	Vice President and Chief Financial Officer
John Aldergate	Coordinator
Karen Hughes	Specialist
Michael Stritenberger	Director of Public Safety

For the Union:

Stephen Grismer	Legal Assistant
Michael Cannistra	Sergeant
Darren Kempton	Local No. 284 Business Agent
Don Mann	Local No. 284 Business Agent

The parties were not able to agree on the issues involving five (5) articles (There are subarticles to two (2) of these articles). Therefore, the Fact-Finder heard evidence submitted by the parties on these points.

In rendering this Award, the Fact-Finder has given full consideration to all reliable information relevant to the issues and to all criteria specified in O.R.C. Sec. 4117.14(C) (4) (e) and Rule 4117-9-05(J) and (K) of the State Employment Relations Board, to wit:

(1) Past collectively bargained agreements between the parties;

(2) Comparison of the unresolved issues relative to the employees in the bargaining unit with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;
(3) The interest and welfare of the public, the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;
(4) The lawful authority of the public employer;
(5) Stipulations of the parties;
(6) Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of issues submitted to mutually agreed-upon dispute settlement procedures in the public service or in private employment.

ISSUES IN CONTENTION

ARTICLE ___ PERFORMANCE APPRAISAL

Local No. 284 Position: The Teamsters objects to the language "and determine financial compensation adjustments." It believes that these appraisals should not be linked to compensation. It is subjective. It could be unfair. It can lead to retaliation. It is possible that an employee, who files grievances and/or is active on behalf of the Union, could be downgraded on his appraisal and his compensation would be adversely affected.

Employer Position: The College believes that acceptable performance and merit should be a significant factor in salary changes. If employees do not perform or are in corrective action, they should not receive the full amount of potential merit increases. This system has been in place for at least twenty (20) years. Performance should be maintained as part of the compensation system.

Discussion: The parties are in accord on the language in this article except for the language quoted above. The Local No. 284 position appears to be the better argument. There are a multitude of potential problems in linking these subjective appraisals to compensation. It appears that every employee could file a grievance every time there was a salary adjustment. The employees could claim that they were treated unfairly. One employee might claim that he should have received an increase equal to the increase received by a fellow employee. Another employee might claim that his superior performance was not properly recognized and that he should have received an even bigger increase than a fellow employee. The better position appears to be that performance should not be a factor in salary changes.

Fact-Finder Decision/Recommendation and Rationale: The parties should drop the contested language from this article. The concept of linking performance to salary is a rather questionable concept. It could easily cause more problems than it would cure. The issue of the poor employee could be addressed by other means. Normally, a labor contract contains some language that permits an employer to discipline and/or discharge an employee for just cause.

That approach appears to be a better approach to the problem. The College should use the discipline procedure, not the salary structure, to address the problem of poor performance by an employee.

ARTICLE ___ PERSONAL BUSINESS LEAVE

Employer Position: The College believes that the current policy is too costly. This benefit isn't necessary. The employees simply don't need six (6) personal leave days for personal business and/or religious observances. It becomes a vacation issue at the end of the calendar year when some employees have to either take it or lose it. The six (6) days should be reduced to four (4) days. CSCC could continue to allow the employee to sell two (2) days back to the Employer.

Local No. 284 Position: The Teamsters believe this proposal involves a regression. It does not want the employees to lose something that they had prior to unionization. Therefore, the status quo is the best solution for this issue.

Discussion: The current program leads to an anomalous result. The preponderance of the evidence leads to the conclusion that the employees do not really need six (6) days. So, they have to conjure up some reason to take their unused business days at the end of the calendar year or lose them. The end result is that CSCC is absorbing an unnecessary cost. The employees are using some of these days as vacation days.

Fact-Finder Decision/Recommendation and Rationale: The comparables support the College's position. It appears that most community colleges provide three (3) or four (4) days for this benefit. The evidence indicates that four (4) days is sufficient for the employees in this unit at CSCC. The Employer's position is well-taken. It should be adopted by the parties.

ARTICLE ___ COMPENSATION

Local No. 284 Position: The Teamsters believes that there should be a six percent (6%) across-the-board general wage increase on July 1, 2002. There should be additional six percent (6%) general wage increases on July 1, 2003 and July 1, 2004. Also, the Union believes that there should be step procedures instituted which will increase the employees base wages. A sergeant would reach the top pay rate after thirty-six (36) months; a dispatcher and an officer would reach the top pay rate after seventy-two (72) months. These step increases would be triggered by the employee's anniversary date.

There isn't any shift differential at CSCC at this time. The Local No. 284 proposal is for an extra payment of twenty-five cents ($.25) per hour for all hours worked from 5:00 p.m. to 7:00 a.m. This proposal has an impact on fourteen (14) employees in this unit.

The Teamsters desires an annual longevity pay provision. It would be paid in a lump sum. It should be Two Hundred Fifty Dollars ($250.00) after five (5) years; Five Hundred Dollars ($500.00) after ten (10) years; Seven Hundred Fifty Dollars ($750.00) after fifteen (15) years; and One Thousand Dollars ($1,000.00) after twenty (20) years.

Then, the Union believes that there should be a provision concerning temporary work assignments. When an employee performs the duties of a higher rate classification, the employee should receive the rate of pay for the higher classification on an hour-for-hour basis.

Employer Position: The College proposes a two percent (2%) wage increase on July 1, 2002. It notes that the employees already received a three percent (3%) wage increase in January of 2002. Then, there should be a four percent (4%) wage increase (three percent (3%) is merit and one percent (1%) is stratification) on July 1, 2003. Then, there should be a three percent (3%) wage increase (two percent (2%) is merit and one percent (1%) is stratification) on July 1, 2004. It is opposed to the proposed step increases.

The Employer is opposed to the shift differential proposal. Also, it is opposed to the longevity proposal.

The current CSCC policy concerning temporary work should be maintained. If an employee is asked to work in a higher level job for some reasonable period, the employee is paid the higher rate or 5% of his base pay, whichever is greater. The status quo is adequate and should be incorporated into the collective bargaining agreement.

Discussion: This issue is one of the issues that contains sub-issues. The best place to start appears to be the general wage increase. It is clear that the Local No. 284 proposal is far too expensive. It involves monies far in excess of six percent (6%) in each year of this first labor contract. The comparables indicate that CSCC is paying reasonably fair wages to its employees. It has proposed increases. The merit system is not in the best interests of the parties. It could lead to a plethora of grievances and ill will between the parties. It should not be incorporated into this collective bargaining agreement. The step system appears to be too costly. It should not be instituted at this time.

The College has a history of six percent (6%) and five percent (5%) general wage increases. But, the financial dynamics are changing. The students are now paying more of the cost. The governmental funding is decreasing. The school is still in good financial condition. But, there are "storm clouds" on the horizon.

The Employer position is closer to today's economic climate than the Teamsters position. The College is able to pay a general three percent (3%) across-the-board general wage increase on July 1, 2002. This increase is in addition to the three percent (3%) that was granted in January of 2002. Consequently, the 2002 total is six percent (6%).

Also, CSCC should be able to pay a four percent (4%) across-the-board general wage increase on July 1, 2003 and an additional four percent (4%) across-the-board general wage increase on July 1, 2004.

The current human resources policy concerning temporary work assignments appears to be an equitable policy. It should be maintained.

There is very little evidence to justify a contractual provision involving shift differential or longevity pay. The comparables do not support the institution of these benefits into this labor contract at this time.

Fact-Finder Decision/Recommendation and Rationale. The College should institute a general three percent (3%) across-the-board general wage increase on July 1, 2002. It should institute an additional four percent (4%) across-the-board general wage increase on July 1, 2003. It should institute an additional four percent (4%) across-the-board general wage increase on July 1, 2004.

The comparables indicate that CSCC is paying reasonable wages to its employees. But, it can afford some reasonable increases over the life of this first collective bargaining agreement. These increases appear to be reasonable and justified in the current economy.

The current human resource policy concerning temporary work assignments should be incorporated into the labor contract. The status quo should be maintained.

There isn't a sufficient amount of evidence to justify the institution of a shift differential or a longevity pay provision. These items could be quite expensive. The available monies should be allocated to other areas. The comparables indicate that they aren't very common in community colleges. Therefore, they should not be added to this collective bargaining agreement at this time.

ARTICLE ___ INSURANCES

Employer Position: The College believes that the cost of insurance plans, e.g., group medical, dental and vision, should be shared. Currently, CSCC pays eighty percent (80%) of the cost and the employee pays twenty percent (20%). The status quo should be maintained.

Local No. 284 Position: The Teamsters does not object to the 80-20 split. However, it wants some caps on the employee contributions. It believes the employee should not pay more than Thirty Dollars ($30.00) per month for single coverage in the group medical plan and Eighty Dollars ($80.00) per month for family coverage. Further, the employee should not pay more than Three Dollars ($3.00) per month for single dental coverage and Eight Dollars ($8.00) per month for family dental coverage.

Discussion: These insurance plans apply to all CSCC employees. They involve two (2) or three (3) bargaining units as well as non-union employees. There is significant employee-union involvement in the selection of the plan, its design and the carrier. The current arrangement allows the employees to obtain the best possible rate for the coverage.

Fact-Finder Decision/Recommendation and Rationale: The Employer's position is well-taken. The proposed caps would be or could be quite expensive. They would immediately change the 80-20 split to a 90-10 split. In addition, the change would be even more pronounced if there were future rate increases. The comparables indicate that the 80-20 split is quite common. The status quo should be maintained in this first collective bargaining agreement.

ARTICLE ___ FAIR SHARE

Local No. 284 Position: The Teamsters believes that it has a right to fair share contributions from non-union bargaining unit members. These monies are necessary for the Union to conduct its business. It has to represent all employees in the bargaining unit. Therefore, those employees should pay their fair share towards such services as collective bargaining and the administration of the labor contract, including the grievance-arbitration procedure. If not, the employees will receive these benefits from the Union at no cost to themselves. If there isn't any fair share requirement, bargaining unit employees will take advantage of the situation. They will withdraw from the Union and receive the benefits (which Local No. 284 must provide) and not pay any monies towards the cost of those benefits.

This provision is necessary for the economic viability of the Union.

The fair share requirement does not have any cost impact on the Employer. It would just deduct a lesser amount from the non-member's paycheck. This requirement is good for a healthy labor/management relationship.

Employer Position: The College's primary opposition appears to be on philosophical grounds. It believes that each individual employee should have a free choice in this matter. The employee may choose to join the Union and support the Union. The employee may choose not to join the Union and/or not to support the Union.

The Employer notes that if the Teamsters provide a good service, the employees will join Local No. 284. The Employees may also decide that they don't need these services. The burden is on the Union to show to the employees that it is providing a desirable service.

There were about twenty (20) employees eligible to vote in the election on February 8, 2002. There were seventeen (17) votes cast. The results were: sixteen (16) for Local No. 284 and one (1) for no representative.

Discussion: There isn't any way of knowing how many employees will join the Union. The Teamsters does not ask people to pay dues until after the labor contract is signed. It does not have any signed cards at this time. It is noted that the teachers are currently negotiating with CSCC. That labor organization did not ask for fair share. Also, Local No. 284 represents the employees in another unit at the College. The fair share issue will be on the table in that negotiation.

Fact-Finder Decision/Recommendation and Rationale: There isn't any doubt that this issue is a very contentious issue. The Teamsters firmly believes that it needs this provision to fulfill its mission as the bargaining representative for the employees. The College firmly opposes this provision on philosophical grounds.

There is a middle ground. The labor contract should contain language which provides that: (1) the Employer shall deduct the periodic dues, initiation fees and assessments of Local

No. 284 members upon presentation of a written deduction authorization by the employee; (2) employees, who were hired prior to the signature date of this labor contract and are not Local No. 284 members, have a choice, i.e., (a) they may elect to pay the Union's fair share fee or (b) they may elect not to pay this fee; and (3) employees, who are hired on or after the signature date of this labor contract, are required as a condition of employment, on or after the mutually agreed upon probationary period or sixty (60) days following the beginning of employment, whichever is less, or the effective date of this labor contract, whichever is later, and are not Teamsters members shall pay to the Union a fair share fee.

This compromise provides some protection to Local No. 284 from defections. It also protects those current employees, who are not Union members, from supporting a labor organization that they don't want to support. It provides future revenue to Local No. 284 as new people are hired into these bargaining unit jobs. They will accept employment with the full knowledge that they will be paying a fair share fee.

TENTATIVE AGREEMENTS

The parties reached tentative agreement on many items prior to the hearing on January 10, 2003. Then, they tentatively agreed to several items at the hearing on January 10, 2003. The Fact-Finder did not rule on any of these items. But, the parties want some assurance that those tentative agreements are known to be part of the total package. Therefore, it is understood that all tentatively agreed items are considered to be part of this Report and Recommendations.

This concludes the Fact-Finder's Report and Recommendations.

Respectfully submitted,

Richard E. Gombert

Richard E. Gombert
Fact-Finder

Worthington, Ohio
January 21, 2003

CERTIFICATE OF SERVICE

This is to certify that a copy of the foregoing was mailed this 21st day of January, 2003, by U.S. Priority Mail, to Susan D. Jansen, Esq., Logothetis, Pence & Doll, 111 West First Street, Suite 1100, Dayton, Ohio 45402-1156 and to Mr. Tim D. Wagner, Executive Director of Human Resources, Columbus State Community College, 550 East Spring Street, Columbus, Ohio 43216.

Richard E. Gombert

Richard E. Gombert
Fact-Finder