

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD
FACT FINDER'S REPORT

STATE EMPLOYMENT
RELATIONS BOARD

2003 FEB -6 A 10: 35 .

In the matter of Fact Finding)
)
Between)
)
Allen County Child Support) SERB No. 02-MED-07-0644
Enforcement Agency)
)
Employer)
)
and)
)
Communications Workers of America) 4 February 2003
Local 4319)
)
Union)
)
_____)

APPEARANCES

For the County

Mare Fishel Esq.	Attorney for the County
Lisa Merkle	Director ACCSE
Vickie Tarr	Dep. Director ACCSE
Fred Eldridge	County Administrator

For the Union

Ronald D. Honse	President CWA Local 4319
Robert V. Hull Jr.	Vice President CWA Local 4319
Triceine Gilbert	Chief Steward CWA Local 4319
Linda Merkle	Bargain Member CWA Local 4319
Tonia N. Nanehoff	Bargain Member CWA Local 4319

Fact Finder

Daniel L. Merritt Esq.

BACKGROUND

The parties in the current labor dispute are the Allen County Child Support Enforcement Agency (herein called the "County" or the "Employer") and the Communications Workers of America AFL-CIO Local 4319 (herein called the "Union").

The bargaining unit consists of forty-two employees in the classifications of Support Worker I, Support Worker II and Support Worker III. They are non-supervisory and non-management employees in the Allen County Child Support Enforcement Agency. Support Worker I has six employees, thirty-three employees are in the support worker II category. The Allen County Child Support Enforcement Agency and the CWA Local 4319 have been parties to a series of Collective Bargaining Agreements for about ten years. Negotiations between the parties were held on 24 September 2002, 8 October 2002, 15 October 2002. The parties met with a mediator on 5 November 2002 and were able to resolve many issues. The parties met on 18 December 2002 to negotiate the remaining issues. They were unable to resolve several issues, which included union security, sick leave, wages, longevity, and health insurance. The parties stipulated at the fact finding hearing that the duration of the contract was no longer in dispute and that the length would be three years as with previous contracts.

On 27 September 2002 the State Employment Relations Board appointed Daniel L. Merritt Esq. As Fact Finder in compliance with O.R.G. Section 4117.14 (c) (3).

A fact finding hearing was scheduled and held on 24 January 2003 at the Lima YMCA at 345 South Elizabeth Street Lima Ohio. The Parties at the beginning of the hearing stipulated that the duration of the contract was to be three years. Thus the issue of duration was removed from the dispute and was not part of the fact finding hearing. As noted above five issues remained in dispute and each party presented their position regarding each issue in a serial presentation and examination of each issue.

The fact finder reviewed the past contract, a fact finding report related to the topic of union security, documents related to the economic health of the county agency, and voluminous material and documents to the economic impact of each issue. The fact finder also considered the criteria listed in Rule 4117-9-05 (K) (J) of the State Employment Relations Board.

ISSUES AND RECOMMENDATIONS

I ARTICLE 3 UNION SECURITY/DUES DEDUCTION

Union Position: The Union proposed to include a fair share provision in the Collective Bargaining Agreement. The Union stated that the Allen County Board of Mental Retardation and Development Disabilities has such a provision in their Collective Bargaining Agreement. In addition they cited the Fact Finder's report for the Allen County Sheriff's Department, which recommended such a fair share provision.

Employer's Position: The Employer noted that the fair share fee is a permissive subject of bargaining and therefore is not subject to the Fact Finder's decision authority. There has never been a fair share provision should not be imposed by the Fact Finder upon the Employee. In addition the Employer cited federal case law to support the position that the Union failed to show that the Employer would be, indemnified for violations of employee rights in regard to fair share fees.

Recommendation: The Fact Finder agrees with the Employer's position that the "fair share" provision is a permissive subject of negotiations. The Employer has not negotiated with the Union about this subject. No contract including the previous Collective Bargaining Agreement has included any fair share provision so the Fact Finding Report concerning a fair share provision in the Allen County Sheriff's Department simply does not apply. The fact finder recommends that no changes be made in the provision.

II ARTICLE 19 SICK LEAVE

Union Position: The union proposes that sick leave be increased from 3.1 hours per bi-weekly pay period to 4.6 hours per bi-weekly pay period. This would increase sick leave from 80 hours to 120 hours of sick leave per year. The majority of county agency employees currently receive 4.6 hours of sick leave.

Employer Position: The Employer opposed any changes in the sick leave provision. The current “3.1 hours” has been in the contract since the first agreement was negotiated. The 3.1 hour figure was arrived at after the Employer agreed to add personal leave for the bargaining unit members. personal leave is not deducted from sick leave. In addition the Employer provided bereavement leave that is not deducted from sick leave. Employer also agreed in 1997 to permit employees to cash in sick leave on an annual basis. Up to 40 hours of sick leave could be cashed in for money. These provisions cited were secured in negotiations, which resulted in the 3.1 hour rate. These past collectively bargained for contract provisions should be considered by the Fact Finder. The Employers Exhibits submitted on this issue clearly show that the economic impact would be substantial. Other non bargaining unit employees currently receive 4.6 hours of sick leave. They do not receive the same benefits that the bargaining unit employees receive in terms of personal leave, bereavement leave, and “cash in” payments. There is no justification for the Union proposal. This proposal must be denied.

Recommendation: The fact finder was persuaded by the Employer’s presentation concerning this issue. The 3.1 hour rate was negotiated by the parties in exchange for other types of leave and a cash out provision. The adequacy of the present sick leave hours to provide necessary sick leave time for employees was not questioned or challenged by documentation. The Employer also presented some economic data to show a concern for increased costs that

would increase to 4.6 hours. The Union essentially presented a “me too” argument. Others have the 4.6 hr rate and we want it now. The Union clearly made trades in negotiations for the 3.1 hr. rate and no evidence was presented to show the inadequacy of the 3.1 hr. rate. Therefore the Fact finder recommends that NO changes be made in this provision.

III ARTICLE 15 Section 15.1 WAGES

Union Position: The Union has proposed that all bargaining unit employees receive a \$1.00 per hour increase across the board retroactive to 27 October 2002. The Union also proposed a (5%) five percent increase in pay for each year of the contract with increases in the second and third year paid on 27 October 2003 and 27 October 2004 respectively. The Union submitted economic data to show that the wage increase could be funded by the Employer.

Employer Position: The Employer submitted a lower offer at fact finding that was previously offered to the Union. The wage offer at the hearing was an increase of (1.5%) one and one half percent increases during the first year; a (2%) Two percent increase during the second year; and a (2.5%) two and one half percent increase during the third year of the contract. The Employer presented extensive documentation to show that the Union proposal would incur heavy economic demands upon the Employer’s budget. The Employer believed that the three year percentage increase would actually amount to (22%) twenty two percent. In

addition the bargaining unit employees have received fair increases in the past that exceeded cost of living increases.

The Employer stated that it had a limited ability to pay for wage increases. Annual revenue has decreased.

Recommendation: The Fact Finder was persuaded by the extensive economic documentation and testimony that a limited wage increase could be funded at this time. A moderate increase is therefore recommended.

Language

ARTICLE 15 WAGES

Section 15.1 Wage scales: The wage scales for the employees of the bargaining unit are to be (3%) three percent during the first year; (3.5%) three and one half percent during the second year and (3.5%) three and one half percent during the third year of this agreement. The increase for the second year to be implemented on 27 October 2003 and the increase for the third year to be implemented on 27 October 2004. The increase for the first year shall be retroactive to 27 October 2002 and implemented immediately.

IV ARTICLE 15 Section 15.1 WAGES

(LONGEVITY)

Union Position: The Union proposed that \$0.05 increase be granted for each year of service from six to nine years; \$.40 for ten years of service; an increase of \$.10 for each year of service from eleven years to 20 years of service. Longevity would be capped at \$1.40 per hour pay at 20 years of service.

Employer Position: The Employer considered the current longevity pay as adequate. The increases proposed were viewed as outrageous and an economic budget buster. Further the Employer believed that the Union offered no justification for this proposal.

Recommendation: The Fact Finder agrees with the Employer's position in terms of total Union longevity proposal. However limited funds would be available for a modest change in the longevity pay scale. The Fact Finder recommends the longevity pay acknowledge the (20) twenty year service mark and adjust slightly the rates at other intervals.

Language

ARTICLE 15 WAGES

Section 15.1

Longevity wage scale rates shall be \$.10 for five (5) years of service; \$.15 for ten (10) years of service; \$.20 for fifteen (15) years of service and \$.25 for twenty (20) years of service. Longevity increases shall be retroactive to 27 October 2002 and be granted every year of the Collective Bargaining Agreement.

ARTICLE 18 MEDICAL INSURANCE

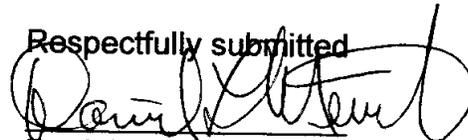
Union Position: The Union proposed that the premium paid by the employees of Allen County Child Support Enforcement Agency shall be reduced to the lowest level contributed by the employees within the Allen County Department of Job and Family Services. The current charge for bargaining unit members is 25% of the monthly premium costs.

Employer Position: The Union proposal would have a substantial economic impact upon the Agency budget. The cost of health insurance has increased for all governmental units. The cost the bargaining units employees pay is considerable to the costs paid by the non-bargaining unit employees of Allen County CSEA. The Employer requested that this proposal be rejected.

Recommendation: The Fact Finder has already agreed with modest increases in wages and longevity pay, but the budget of the agency would be strained too far if an 80%/20% share was recommended. The Agency and the employees are both at the mercy of economic health related forces at the state and national level. All employees deserve excellent health coverage at a fair cost. The Fact Finder must be fiscally prudent and, granted wage and longevity increases must recommend that the current medical contract language be retained. The Current ARTICLE 18 Medical Insurance should remain and NO new language is recommended.

4 February 2003
Sylvania, Ohio

Respectfully submitted



Daniel L. Merritt Esq.
Fact Finder

CERTIFICATE OF SERVICE

This is to certify that a time copy of the Fact Finding Report for the Allen County Child Support Enforcement Agency and the Communication Workers of America, Local 4319 was sent to Mr. Dale Zimmer, SERB by regular mail and to the parties representatives listed below by Express Mail on this day 4 February 2003. The report was served upon:

Mr. Robert Hull
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