

STATE EMPLOYMENT
RELATIONS BOARD

2003 APR 18 A 10:18

STATE EMPLOYMENT RELATIONS BOARD
CASE NO: 02-MED-09-0902

In The Matter Of The Fact-Finding Between:

THE NORWALK PUBLIC LIBRARY)
)
 -AND-)
)
OHIO ASSOCIATION OF PUBLIC)
SCHOOL EMPLOYEES, A.F.S.C.M.E.)
LOCAL 4 AFL-CIO AND)
ITS LOCAL 795)

APPEARANCES:

For The Employer:

Sandra L. Conley Consultant

For The Union:

Butch Wick Field Representative

BEFORE ALAN MILES RUBEN, FACT-FINDER

Cleveland-Marshall College of Law
Cleveland State University
1801 Euclid Avenue
Cleveland, OH 44115
Tele: (216) 687-2310
Fax: (216) 687-6881

BACKGROUND:

The Employer, The Norwalk Public Library Board of Trustees, exercises statutory authority and responsibility for the operation of a public library and the provision of associated educational services for residents of the City of Norwalk.

The Library's full-time and regular part-time employees in the classification of Automation Specialist I; Automation Specialist II; Automation Specialist III, Custodian I; Custodian II; Monitor; Library Technician I; Library Technician II and Library Technician III form a Bargaining Unit exclusively represented by the Ohio Association of Public School Employees, American Federation of State County & Municipal Employees, District 4 AFL-CIO, and its Local 795.

Of the nineteen members of the Bargaining Unit, five are thirty-seven and one-half (37.5) hour employees, seven are thirty (30) hour employees, three are twenty-five (25) hour employees and four are twenty (20) hour employees. The twelve employees scheduled for thirty or more hours a week are deemed "full-time" employees.

One of the nineteen Bargaining Unit members is a classified Automation Specialist II. Another is a classified Custodian II. A third is a classified Monitor.

Six are in the Library Technician I classification. Five are in the Library Technician II classification and the remaining five are in the Library Technician III classification.

The parties' collective bargaining relationship extends back at least to 1995 when a two year Agreement was entered into.

The present Contract was entered into as of November 29, 2000 for an initial term which expired on December 31, 2002.

The parties gave notice of their intent to modify or amend the Agreement, and negotiations proceeded looking towards the execution of a successor Agreement.

The bargaining began in August of 2002, and proposals were exchanged by the parties at meetings through the month of December.

At that point, when the negotiations had failed to result in a settlement of all of the issues, the parties declared impasse and the undersigned was appointed Fact-Finder by the State Employment Relations Board on December 9, 2002.

At the direction of the parties, the Fact-Finder held a mediation session on January 20, 2003. Thereafter, at the recommendation of the Fact-Finder, the parties resumed

negotiations, and met on January 30 and February 12, 2003. Thereat the parties were able to resolve some, but not all, of the outstanding issues.

Consequently, at the further direction of the parties, an evidentiary fact-finding hearing was commenced on February 8, 2003 at a neutral location in Norwalk, Ohio.

Timely in advance of the hearing, the parties provided the Fact-Finder with the statements required by Ohio Administrative Code 4117-9-05(F) and Ohio Revised Code Section 4117.14(C)(3)(a).

By the date of the fact-finding hearing the parties had tentatively agreed upon amendments to:

Article 4, Section 4.13 - Employee Orientation;
Article 6 - Grievance Procedure;
Article 7, Section 7.1 - Seniority Defined "A"-"D"
(Inclusive Of New Language Relative To
The Ability Of Employees To Volunteer For
Additional Evening Or Saturday Work);
Article 7, Section 7.3 - Regular Full-Time/Part-Time
Substitutes;
Article 9, Section 9.6 - Employees Making Building Checks;
Article 11 - Job Security;
Article 12, Sections 12.2, 12.3, 12.4, 12.5 & 12.6 -
(Conference, Discipline, Hearings, Relief From
Duty, Employee Notification);
Article 14, Sections 14.2 & 14.3 - Vacation Credit And
Vacation Scheduling;
Article 15 - Sick Leave And Related Absences;
Article 16, Section 16.8 & 16.11 - Military Leave And
Family And Medical Leave);
Article 17, Section 17.10 & 17.11 - First Aid And Staff
Purchase of Library Materials;
Article 17, Section 17.12 - Staff Fines And Fees;
Article 19 - Work Rules;
Article 20 - Waiver Of Negotiations;

Article 21 - Savings Clause

The parties had also tentatively agreed to carry forward and incorporate into the new Agreement, mutatis mutandis, all other Articles and Sections of Articles from the predecessor Contract except for those, identified below, as to which proposals for change remain unresolved and outstanding.

The Fact-Finder finds appropriate and recommends the adoption of all of these tentative agreements.

A series of proposals to add new provisions and to amend other Articles and Sections of Articles of the existing Contract were withdrawn during mediation.

Therefore, all Articles and Sections of Articles which have not been specifically referred to above and which are not discussed below, are to be carried forward and incorporated without substantive change in the new Agreement, and all proposals for Contractual amendments and the addition of Sections or Articles that are not so referred to or discussed are to be deemed as having been abandoned.

Remaining unresolved are proposals submitted by the parties for amendments to the following Articles and Sections of Articles of the 2000 Agreement:

Article 10, Section 10.1 - Job Description;
Article 16, Section 16.7 - Bereavement Leave;
Article 17, Section 17.3 - Health Insurance;
Article 17, Section 17.5 - Life Insurance;
Article 17, Section 17.6 - In-Service Procedures;
Article 18, Section 18.1 - Wages and
Article 22 - Duration of Agreement

In making his recommendations upon all of the unresolved issues the Fact-Finder has been guided by the factors set forth in O.R.C. section 4117.14(C)(4)(e) and Ohio Administrative Code 4117-9-05(K) namely:

"(a) past collectively bargained agreements, if any, between the parties;

"(b) comparison of the issues submitted to final offer settlement relative to the employees in the bargaining unit involved with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;

"(c) 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;

"(d) the lawful authority of the public employer;

"(e) the stipulations of the parties;

"(f) such other facts, not confined to those listed in this section, which are normally or traditionally taken into consideration in the determination of the issues submitted to final offer settlement through voluntary collective

bargaining, mediation, fact-finding, or other impasse resolution proceedings in the public service or private employment."

In consideration of the number of other SERB assignments having priority on his docket, the parties graciously extended the time within which the Fact-Finder might issue his Report and Recommendations.

CONTRACT PROVISIONS AT ISSUE:

I. Article 10, Section 10.1 - Job Descriptions

The 2000 Contract:

Article 10, Section 1 of the expired Agreement contained the following provisions concerning the development and modification of job descriptions:

"Job descriptions shall list the major duties or essential functions of the particular position and shall include all functionally related duties. The Employer will provide a job description to each employee when hired, transferred, promoted, or demoted into a classification/position. Affected employees will also be provided with any revised job description.

"Job descriptions are appended hereto for reference only and shall not be a part of this agreement.

"Whenever a significant change in a job description occurs, the Employer will meet and discuss the revised job description with the Union seven (7) calendar days in advance of implementation of the revised description. Should a dispute arise as to the appropriateness or reasonableness of the level assignment or classification assignment (e.g., Library

Assistant [Library Technician] I, II or III) for the new or modified duties, the dispute may be processed as a grievance and submitted directly to Step 3 following the meeting between the parties.

"Whenever a new classification is created, the Employer will notify the Union of such creation along with its position as to whether the classification should be included or excluded from the bargaining unit. Upon written request of either party, the parties will meet to discuss inclusion/exclusion. Should the parties be unable to reach agreement, the Union may petition the State Employment Relations Board (SERB) pursuant to the applicable procedures under 4117 O.R.C. The Employer shall meet to negotiate the wage rate for any new classification determined to be in the bargaining unit, and the parties shall petition SERB to amend the bargaining unit as appropriate."

The Union's Proposal:

The Union proposes to amend the second and third paragraphs of Section 10.1 to read as follows:

"Job descriptions are appended hereto and made part of this agreement.

"Whenever a significant change in the job description is proposed, the Employer will meet and discuss the revised job description with the union and the revision shall not become effective until the union agrees to such modification."

In support of its proposal the Union asserts that it is concerned that Management is able to manipulate the prescribed duties listed in the job descriptions, particularly with respect to the Library Assistant

classifications, so as to tailor promotion requirements to favor certain employees without regard to their merit. Further, prior to the 2000 Contract, job descriptions of the Library Assistant classifications were not generic, but rather linked to a specific departments of the Library, e.g., Adult and Children, because the duties, so the Union claims, differ from one department to another. Departmental allocation of duties, the Union insists, should be reflected in the position descriptions.

The Employer's Proposal:

The Library proposes to maintain the text of Article 10, Section 1 without change. It argues that the current Library Assistant/Technician classifications resulted from the mediation and fact-finding process which took place during the last set of negotiations.

The Fact-Finder's Analysis and Findings:

The determination of what duties need to be performed and the assignment of duties among various groups of employees is essentially a managerial function. Freezing job descriptions as the Union suggests, would deprive Management of the flexibility to meet changing conditions. And, the Union's proposal would not prevent the alleged favoritism in promotions that appears to concern some members of the Bargaining Unit. Abuse of promotional

standards is a matter which may be addressed through the grievance process. Indeed, a grievance making such an allegation was denied in arbitration as unfounded.

Certainly, incorporating the position description into the Contract and requiring Union approval for amendment would not require return to Departmentally oriented position descriptions.

The duties of the three Library Assistant classifications are additive. That is, the fifty-eight listed duties of Library Assistant I are incorporated by reference in the Library Assistant II job description, and some twenty-five additional duties are identified therein. With respect to the Library Assistant III classification, all of the duties and responsibilities associated with the Library Assistant I and II positions are carried forward and twenty-one additional duties are assigned.

To the extent that employees in the Library Assistant I or Library Assistant II classifications are asked to perform duties peculiar to a higher classification, they are obviously entitled to be paid at the higher hourly rate for all time spent in the performance of such duties since they are working out of their classification.

To the extent that there is concern that employees may be assigned to perform duties for which they are not

qualified, the Library represents that no employee has ever been disciplined for not being able to perform duties with which they are unfamiliar.

In this connection there have been occasions where Technical Personnel have been assigned non-regular duties such as checking-out books when the scheduled employee is unavailable. The Library promises that such temporary assignments to unconventional duties would not result in discipline for substandard performance.

THE FACT-FINDER'S RECOMMENDATIONS:

The Fact-Finder finds appropriate and recommends that Article 10, Section 10.1 be retained without change and incorporated into the successor Agreement.

II. Article 16, Section 16.7 - Bereavement Leave

The 2000 Contract:

Article 16, Section 16.7 of the expired Agreement provided:

"All employees shall receive three (3) days of bereavement leave with pay for a death in the immediate family as defined in Section 15.2(B). An additional two (2) paid bereavement days will be allowed if the death or burial occurs in a city located more than three hundred (300) miles from Norwalk. Bereavement leave shall be within the fourteen (14) calendar day period commencing with and following the date of death. The Director shall be notified when an employee intends to use these days on appropriate Library forms. 'Days' for bereavement leave shall be

based upon the employee's scheduled workdays at the time the leave is necessary."

Section 15.2(B) referred to in Section 16.7 provided in relevant part:

"For the purposes of this section, 'immediate family' is defined as the father, mother, brother, sister, son, daughter, spouse, grandmother, grandfather, grandson, granddaughter, aunt, uncle, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or stepchild of the said employee and any other resident in the household of the employee."

The Employer's Proposal:

The Library proposes to bifurcate the classes of relatives for whose death bereavement leave would be granted, allowing three days of leave upon the death of a spouse, child, parent or sibling. One day of leave would be authorized in the event of the death of other family members. Thus, the Library would amend Section 16.7 to read as follows:

"An employee shall receive up to three (3) days of bereavement leave with pay in the event of the death of a spouse, child, parent, sibling, stepchild, grandparent, or grandchild. An additional two (2) paid bereavement days will be allowed if the death or burial occurs in a city located more than three hundred (300) miles from Norwalk. Bereavement leave shall be within the fourteen (14) calendar day period commencing with the following the date of death. Additionally, if further time becomes necessary due to the death of a spouse, child, step-child, or parent,

up to an additional two (2) days of leave may be granted, which shall be deducted from accrued sick leave.

"An employee shall be entitled to one (1) day of bereavement leave to attend the funeral or memorial service in the event of the death of a father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, or uncle of the said employee.

"The Director shall be notified when an employee intends to use these days on appropriate Library forms. 'Days' for bereavement leave shall be based upon the employee's scheduled workdays at the time the leave is necessary."

In support of its proposal the Library asserts that the allowances for leaves occasioned by death of a family member are generous compared with those offered by public libraries in other jurisdictions.

The Library suggests the systems in the following communities are comparable:

The Union's Proposal:

The Union proposes to maintain the current text of Article 16, Section 16.7 without change. It argues that there is no evidence of any abuse of bereavement leave.

The Fact-Finder's Analysis and Findings:

A benefit survey prepared for the Norwalk Public Library noted that uncles and aunts are generally excluded from the list of relatives for which bereavement leave is provided. On the other hand, the survey disclosed that three days bereavement leave is typically allowed in the event of the death of an "in-law" of an employee. The survey is set forth below:

**BENEFIT SURVEY
PREPARED FOR THE NORWALK PUBLIC LIBRARY**

ISSUE: BEREAVEMENT LEAVE

JURISDICTION	Full-Time	Part-Time	Days Per Occurrence	Immediate Family
Bellvue	Yes	Yes	5/3/1 ¹	Spouse, child, parent
Bucyrus	No ²	No		
Defiance	Yes	Yes	3	Spouse, child, parent, sibling, mother/father/brother/sister/son/daughter-in-law grandparent, grandchild, , legal guardian
East Liverpool	Yes	Yes	3	Spouse, child, parent, sibling, mother/father/brother/sister-in-law, grandparent, grandchild, legal guardian
Fostoria	Yes	Yes	3 ³	Spouse, child, parent, sibling, mother/father/brother/sister/son/daughter-in-law
Huron⁴	Yes	Yes	3	Spouse, child, parent, sibling , grandparent, mother/father/brother/sister/son/daughter-in-law, legal guardian
Ritter	Yes	Yes	3	Spouse, child, parent, sibling, mother/father/brother/sister/son/daughter-in-law, grandparent, grandchild, significant other residing with the employee for 12 months
Sandusky	Yes	Yes	5/3/1 ⁵	Spouse, child, parent, sibling
Tiffin-Seneca	Yes	Yes	5	Spouse, child, parent, sibling, mother/father/brother/sister/son/daughter-in-law, grandparent, grandchild, wards, legal guardian
Willard	Yes	Yes	3 ⁶	Spouse, child, parent, sibling, grandparent, grandchild
Wilmington	Yes	Yes ⁷	4	Spouse, child, parent, sibling, legal guardian
NPL CURRENT	Yes	Yes	5/3	Spouse, child, parent, sibling; mother/father/brother/sister/son/daughter-in-law, grandparent, grandchild, <i>Aunt, Uncle, Stepchild</i>

¹ 3 days are offered for relations by marriage, grandparents, or a person residing in the employee's household; 1 day is offered for any other category of familial relation including in-laws.

² Leave is deducted from sick leave

³ 1 day is offered for other relationships

⁴ Huron refers to this as "emergency leave"

⁵ 3 days are offered for relations by marriage, grandparents, or a person residing in the employee's household; 1 day is offered for any other category of familial relation including other in-laws.

⁶ 1 day is offered for other relationships at Director's discretion

⁷ Part-time employees must work greater than 20 hours per week

In the absence of an epidemic or other catastrophe, it is unlikely that the Library will be overrun with deaths in the families of its employees so as to materially affect its operations or personnel costs. The absence of evidence of excessive use of bereavement leave by employees, and consideration of the length of such leaves allowed by public libraries in other comparable jurisdictions lead the Fact-Finder to reject the Library's proposal to restructure and reduce the bereavement leave provision of the expired Agreement.

THE FACT-FINDER'S RECOMMENDATIONS:

The Fact-Finder finds appropriate and recommends that Article 16, Section 16.7 be retained without change and incorporated into the successor Agreement.

III. Article 17, Section 17.3 - Health Insurance

The 2000 Contract:

Article 17, Section 17.3 of the expired Agreement provided in relevant part as follows:

"A. Eligible full-time employees (thirty-seven and one-half [37 ½] hours) may elect single or family coverage. The Employer shall contribute the applicable cost of single coverage for health and prescription benefits not to exceed a maximum amount of three hundred ninety-two dollars (\$392.00) per employee, per month. For single coverage, the first fifty dollars (\$50.00) in excess of the maximum will be split equally between the Employer and the participating employee, with the employee portion being paid

through payroll deduction. Any cost in excess of the single amount or maximum, plus the shared cost, as applicable, shall be paid by the participating employee through payroll deduction. The employee must sign an appropriate payroll deduction authorization in order to receive/continue coverage. (Cost in excess of the single amount, for an employee electing family coverage, is the responsibility of the employee).

"B. Eligible full-time employees (thirty [30] hours) may elect single or family coverage. Commencing in December 2000, the Employer shall contribute eighty percent (80%) of the applicable cost for health and prescription benefits not to exceed a maximum of three hundred thirteen dollars and sixty cents (\$313.60) per employee, per month. Any cost in excess of eighty percent (80%) of the single amount or maximum, whichever is less, shall be paid by the participating employee through payroll deduction. The employee must sign an appropriate payroll deduction authorization in order to receive/continue coverage.

...."

The Union's Proposal:

The Union would amend Section 17.3, Paragraphs A & B and add a new Paragraph C to read as follows:

"A. Eligible full-time (thirty-seven and one-half (37 1/2) hours) may elect single or family coverage. The Employer shall contribute the applicable cost of single coverage for health and prescription benefits. The employee must sign an appropriate payroll deduction authorization in order to receive/continue coverage.

"B. Eligible full-time employees (thirty [30] hours) may elect single or family coverage. The Employer shall contribute eighty percent (80%) of the applicable cost of single coverage for health

and prescription benefits. The employee must sign an appropriate payroll deduction authorization in order to receive/continue coverage.

"C. Eligible part-time employees (twenty-five (25) hours, but less than thirty (30) hours) may elect single or family coverage. The employer shall contribute sixty (60%) percent of the applicable cost of single coverage for health and prescription benefits. The employee must sign an appropriate payroll deduction authorization in order to receive/continue coverage."

The Union's proposal would thus eliminate the dollar amount caps on Employer contributions towards the cost of single coverage health insurance for all full-time employees, and extend health insurance eligibility to twenty-five (25) hour employees.

In support of its proposal the Union notes that it agreed to accept the Anthem Blue Cross/Blue Shield's preferred provider program ("PPO") which reduced premium charges, and saves some \$610.00 per month for the Library. Therefore, the Union suggests, it is only fair that the Employer contribution be increased.

The Employer's Proposal:

The Library proposes to increase, effective in 2004, the maximum monthly contribution based upon single coverage for full-time 37.5-hour employees from the current \$392.00 per month to \$425.00 per month, and eliminate the sharing of the first \$50.00 in excess of the former maximum.

It also proposes to increase, effective in 2004, its maximum contribution based upon single coverage for full-time thirty (30) hour employees from the current \$313.60 per employee per month to \$340.00.

It believes that keeping a cap on its contributions and insisting on employee participation are essential to effectively minimizing health care costs.

Fact-Finder's Analysis and Findings:

At least eight members of the Bargaining Unit are represented as being enrolled in the Library's health plan - Anthem Blue Cross/Blue Shield's so-called "Blue Access Option 16 Plan".

Of the eight employees five are thirty-seven and one-half hour employees and three are thirty-hour employees. Under the Option 16 Plan, their monthly payments range from zero to \$138.22. All those who had paid a monthly charge under the former Anthem traditional plan, now pay less under the PPO Plan.

While the plan is denominated as a "group policy", the premiums are related not only to choice of single or family coverage, but also to age.

Anthem had raised the premium for its Traditional Plan, and the substitution of the "Blue Access Option

Sixteen Plan" is said to have lowered the Library's gross annual premium charge by \$7,327.00.

Under the Union's amended proposal, presented at the Fact-Finding hearing, thirty hour employees would pay 20% of the single coverage premium plus \$10.00 per month, while thirty-seven and one-half hour employees would just pay \$10.00 per month. Twenty-five hour employees would pay 40% of the premium plus \$10.00 per month.

In the second year of the Contract, if the Union's proposal were accepted, thirty-hour employees would continue to pay their 20% plus \$15.00 a month while thirty-seven and one-half hour employees would simply pay \$15.00 a month. Twenty-five hour employees would continue to pay 40% of the monthly premium for single coverage plus \$15.00 a month. In the third and final year of the Contract, the thirty-hour employees would pay their 20% plus \$20.00 a month while thirty-seven and one-half employees would pay only \$20.00 per month. Twenty-five hour employees would pay 40% of the cost of single coverage plus \$20.00 a month.

The Union estimates that the additional cost to the Library of its proposal would be defrayed by the savings realized by the Employer from the adoption of the PPO Plan.

According to a 2001 Report of the State Employment Relations Board, a survey of governmental units employing

some 70% of all state and local government employees reveals that, on average, employees pay 13% of their health insurance costs.

However, a survey prepared for the Norwalk Public Library, for ten public libraries deemed comparable to Norwalk discloses that a majority, (seven), pay 100% of the monthly single coverage premium, ranging from \$130.00 to \$608.00. In three, East Liverpool, Ritter and Willard, employees pay 100% of the excess charges over a cap which ranges from \$200.00 in Ritter to \$400.00 in East Liverpool.¹

The Norwalk sponsored survey is set forth below:

¹ Employer contributions towards family coverage among the ten jurisdictions lack a pattern or consistency which would enable effective comparison.

BENEFIT SURVEY
PREPARED FOR THE NORWALK PUBLIC LIBRARY
ISSUE: HEALTH INSURANCE

JURISDICTION	Min. Hrly. Requirement	Single Contribution			Family Contribution		
		Cost Composite or Highest	Employer	Employee	Cost Composite or Highest	Employer	Employee
Bellvue ¹	25		(100%) Only for 40 hour employees	0 Only for 40 hour employees		100% currently 75% 2 nd quarter 50% 3 rd quarter 25% 4 th quarter	25% of excess 50% of excess 75% of excess
Bucyrus	40	\$230.00	\$230.00 (100%)	0	\$800.00	\$230.00	100% of excess
Defiance ²	32	\$390.00	\$390.00 (100%)	0	\$590.00 \$760.00 ³	\$472.00 (80%) \$608.00(80%)	\$118.00 (20%) \$152.00 (20%)
East Liverpool	25	\$400.00	\$400.00	100% of excess		\$400.00	100% of excess
Fostoria	25	\$318.88	\$318.88 (100%)	0	\$851.74	\$318.88	100% of excess
Huron	25		(100%)				100% of excess
Ritter ⁴	20	\$425.55	\$200.00	100% of excess		\$200.00 ⁴	100% of excess
Sandusky	25	\$608.00	\$608.00 (100%)	0	\$906.00	\$409.00	\$497.00

1 Bellvue prorates its contribution for employees working less than 40 hours (i.e., 32 hour employees receive an 80% contribution towards the single premium cost)

2 Part-time employees must pay 100% of both single and family coverage

3 Family is divided into 2 party and 3 party coverages

4 The amount of the Employer's contribution for part-time employees is prorated based on hours in a regularly scheduled work week

JURISDICTION	Min. Hrly. Requirement	Single Contribution			Family Contribution		
		Cost Composite or Highest	Employer	Employee	Cost Composite or Highest	Employer	Employee
Willard ⁵	25	\$564.10	\$270.00	100% of excess	\$987.63	\$270.00	100% of excess
Wilmington	20		(100%)			(80%)	(20%)
NORWALK PUBLIC LIBRARY CURRENT	25 30 37.5		-- 313.60 392.00/ 417.00	100% 100% of excess Split 1 st \$50; then 100% of excess		-- 313.60 392.00/ 417.00	100% 100% of excess Split 1 st \$50; then 100% of excess

5 The amount of the Employer's contribution for part-time employees is prorated based on hours in a regularly scheduled work week.

The survey data are subject to the caveat that they reflect only the arrangements for 2003, and do not indicate the jurisdictions' contributions in future years.

Informed estimates of likely increases in health insurance costs suggest that the parties will fare increases of 12% a year during the life of the successor Contract.

Taking into account the relatively modest pay scales of Bargaining Unit members and the financial resources of the Library, the Fact-Finder deems it appropriate that the Employer bear two-thirds of any such potential increases and employees be responsible for the balance of one-third.

Applying this ratio to the current Contract, the Fact-Finder will recommend that the caps on the Employer's contributions be increased in 2004 and 2005 by 9% in each year, and that employees pay any costs in excess of those amounts.

The Fact-Finder turns to consider the Union's proposal to extend health insurance coverage to part-time employees, that is, those working between twenty-five and thirty hours per week.

Review of the benefits survey prepared for the Norwalk Public Library of ten jurisdictions deemed comparable discloses that, with the exception of Burcyrus and

Defiance, all offer some subvention towards the cost of health insurance for twenty-five hour employees.

In light of this established pattern, the Fact-Finder believes that a modest contribution towards the cost of health insurance premiums of Norwalk's three part-time employees is warranted. For this purpose, the Fact-Finder concludes that, commencing January 1, 2004 the Library can afford to pay 25% of the premium charges for part-time employees working at least twenty-five hours per week but less than thirty hours, not to exceed \$110.00, and commencing January 1, 2005 to pay 25% of such premium charges, not to exceed \$120.00 a month.

THE FACT-FINDER'S RECOMMENDATIONS:

The Fact-Finder finds appropriate and recommends that Article 17, Section 17.3 be amended to read as follows:

"A. Eligible full-time employees (thirty-seven and one-half [37 ½] hours) may elect single or family coverage. The Employer shall contribute the applicable cost of single coverage for health and prescription benefits not to exceed a maximum amount of three hundred ninety-two dollars (\$392.00) per employee, per month in 2003. For single coverage, the first fifty dollars (\$50.00) in excess of the maximum will be split equally between the Employer and the participating employee, with the employee portion being paid through payroll deduction. Effective, January 1, 2004, the monthly maximum Employer contribution per employee shall be \$445.00 or the actual cost of single coverage, whichever is less. Effective January 1, 2005 the monthly maximum Employer contribution per employee shall be \$496.00 or the

actual cost of single coverage, whichever is less. Any cost in excess of the lesser of the single coverage amount or the maximum Employer contribution, (plus the shared cost for 2003 as applicable), shall be paid by the participating employee through payroll deduction. The employee must sign an appropriate payroll deduction authorization in order to receive or continue coverage. (Cost in excess of the single amount, for an employee electing family coverage, is the responsibility of the employee.)

"B. Eligible full-time employees (thirty [30] hours) may elect single or family coverage. The Employer shall contribute eighty percent (80%) of the applicable cost for health and prescription benefits not to exceed a maximum of three hundred thirteen dollars and sixty cents (\$313.60) per employee, per month in 2003. Effective January 1, 2004 the maximum Employer contribution shall not exceed \$341.00. Effective January 1, 2005 the maximum Employer contribution shall not exceed \$372.00. Any cost in excess of eighty percent (80%) of the single amount or the maximum Employer contribution, whichever is less, shall be paid by the participating employee through payroll deduction. The employee must sign an appropriate payroll deduction authorization in order to receive/continue coverage.

"C. Effective January 1, 2004, eligible part-time employees (twenty-five (25) hours but less than thirty (30) hours) may elect single or family coverage. The Employer shall contribute twenty-five percent (25%) of the applicable cost for health and prescription benefits not to exceed one hundred and ten dollars (\$110.00) per employee, per month. Effective January 1, 2005, the maximum Employer contribution shall not exceed one-hundred and twenty dollars (\$120.00). Any cost in excess of the twenty-five percent (25%) of the single amount or the maximum Employer contribution, whichever is less, shall be paid by the participating employee through payroll deduction. The employee must sign an appropriate payroll deduction authorization in order to receive/continue coverage.

"D. Notwithstanding subsections (A) and (B) above, full-time employees are not eligible for duplicative coverage. Any full-time employee similarly or comparably covered under another plan through a spouse or parent is not eligible for coverage under the Library's group plan. Full-time employees employed prior to the effective date of this agreement and who have duplicative coverage through a spouse's or parent's plan shall be eligible to participate in the Library's group health plan if they cease to be covered by their spouse's or parent's plan or if such coverage ceases to "duplicate" the Library's plan."

IV. Article 17, Section 17.5 - Life Insurance

The 2000 Contract:

Article 17, Section 17.5 of the expired 2000 Agreement provided as follows:

"The Employer shall continue to provide group life insurance coverage in the amount of fifteen thousand dollars (\$15,000.00) for employees regularly scheduled and working thirty (30) hours per week or more."

The Union's Proposal:

The Union proposes to extend life insurance coverage for all employees working twenty hours or more per week.

The Employer's Proposal:

The Library is willing to increase the amount of life insurance for employees working thirty hours a week or more from \$15,000.00 to \$20,000.00. It is unwilling, however,

to extend coverage to employees working less than thirty hours.

The Fact-Finder's Analysis and Findings:

Ten members are represented as participating in the Employer's life insurance coverages. The premiums paid by the Library range from a low of \$3.75 per month per employee to a high of \$7.95.

No information was provided by the parties with respect to life insurance availability to employees in other comparable library systems.

However, the cost of group life insurance is relatively modest. It appears that three members of the Bargaining Unit work twenty-five hours a week. Consistent with the Fact-Finder's recommendation for extending limited health insurance benefits to employees working twenty-five hours a week but less than thirty, the Fact-Finder believes it appropriate that they also be entitled to receive life insurance coverage in a proportionate amount. For this purpose the Fact-Finder will recommend that these part-time employees receive life insurance coverage in the amount of \$10,000.00.

THE FACT-FINDER'S RECOMMENDATIONS:

The Fact-Finder finds appropriate and recommends that Article 17.5 be amended to read as follows:

"The Employer shall continue to provide group life insurance coverage in the amount of fifteen thousand (\$15,000.00) dollars for employees regularly scheduled and working thirty (30) hours per week or more.

"Effective July 1, 2004, the Employer shall provide group life insurance coverage in the amount of twenty thousand (\$20,000.00) dollars for employees regularly scheduled and working thirty (30) hours per week or more.

"Effective January 1, 2004, the Employer shall provide group life insurance coverage in the amount of ten thousand (\$10,000.00) dollars for employees regularly scheduled and working twenty five (25) hours per week but less than thirty (30) hours per week."

V. Article 17, Section 17.6 - In-Service Procedures

The 2000 Contract:

Article 17, Section 17.6 of the expired Agreement provided as follows:

"Employees may be requested to attend in-service meetings that are designed to help improve their efficiency or ease of their work when offered in either the field of present work or in a field of work to which an employee might reasonably aspire. Such meetings may be scheduled during the regular working hours of the employee, but it shall not be a requirement that such meetings be held during the employee's assigned working hours. No employee will be required to attend an in-service meeting during his/her vacation or holidays. When an employee attends an in-service meeting he/she shall receive the compensatory time-off or pay at his/her regular hourly rate for all hours in attendance at such in-service meetings."

The Employer's Proposal:

The Employer proposes to change the text of Section 17.6 to provide that the employee may "required" rather than "requested" to attend in-service meetings.

The Union's Proposal:

The Union opposes any mandatory requirement since such meetings may be held outside of the employee's assigned working hours.

The Fact-Finder's Analysis and Findings:

The Library runs three regular shifts - 9:00 a.m. to 5:00 p.m.; 12:00 p.m. to 8:30 p.m. and 10:00 a.m. to 3:30 p.m. However, part-time employees working twenty hours have differing schedules.

The Library states that there are times - perhaps twice a year - when it is appropriate to have a general meeting at which all employees are present.

The difficulty in arranging such a meeting is that employees work different hours on different days so that scheduling a meeting during a time period when all employees are on duty may not be possible. Hence, the Library seeks to require employees to attend a meeting which may be held during their non-working hours, and may, consequently, create a mandatory overtime call-in situation.

The Union points out, however, that with respect to part-time employees, such mandatory overtime scheduling may

interfere with other employment that the part-time employees may hold.

This scheduling dilemma is not unique to the Library. There are many offices and plants which schedule employees on different days and shifts. The practice generally is to schedule meetings only during working hours, and to hold more than one meeting to accommodate the varying employee schedules.

No data was submitted with respect to the practice in comparable libraries, and the Fact-Finder finds nothing in the record which is persuasive as to the need to mandate employees to attend meetings other than during their normally scheduled hours.

THE FACT-FINDER'S RECOMMENDATIONS:

The Fact-Finder does not find appropriate and does not recommend any change in Article 17, Section 17.6 - In-Service Procedures.

VI. Article 18 - Wages

The 2000 Contract:

Article 18, Section 18.1 of the expired Agreement provided that current Library employees were to be paid in accordance with a Wage Schedule set forth in "Exhibit B" to the Contract. The Wage Schedule for 2002 is reproduced below as follows:

EXHIBIT B
WAGE SCHEDULE, 2002

Classification	Minimum	Maximum
Monitor	\$7.35	\$9.59
Library Assistant (Library Technician) 1	\$6.88	\$8.69
Library Assistant (Library Technician) 2	\$7.75	\$10.12
Library Assistant (Library Technician) 3	\$9.70	\$12.77
Custodian 1	\$6.75	\$7.77
Custodian 2	\$6.95	\$9.48
Automation Specialist 1	\$7.75	\$10.12
Automation Specialist 2	\$9.70	\$12.77
Automation Specialist 3	\$10.65	\$14.06

The Employer's Proposal:

The Library proposes to increase wages across-the-board by twenty-seven (27) cents per hour effective with the first full pay period following the execution of the successor Agreement.

Effective with the twenty-seventh pay period following the initial pay period in which the above increase was granted, the Library proposes to increase employee wages by an additional twenty-eight (28) cents and effective with the twenty-seventh pay period following the pay period in which the second increase was granted, the Library proposes to increase employee wages across-the-board by an additional twenty-nine (29) cents per hour. The minimum and maximum rates of pay on the Wage Schedule would be appropriately revised.

The Union's Proposal:

The Union proposes to increase wages by 4.5% retroactively effective to January 1, 2003, and by an additional 4.5% pay raise in each of the two succeeding years of the Contract.

As the Union points out, many of the Bargaining Unit employees have college degrees, including two who have doctorate degrees.

**WAGE SURVEY
PREPARED FOR THE NORWALK PUBLIC LIBRARY**

CLASSIFICATION LIBRARY ASSISTANT I

JURISDICTION	Minimum	Maximum	Number of Steps
Bellvue	6.96	10.79	12 steps
Bucyrus	7.33	8.96	
Defiance	7.02	9.50	
Huron	7.35	11.03	
Sandusky	7.01	10.19	
Ritter¹	7.84	9.60	15 steps
Tiffin-Seneca	7.75	8.50	
Willard²	8.03	11.57	
Wilmington	5.91	7.76	
AVERAGE	7.24	9.77	
NORWALK PUBLIC LIBRARY CURRENT	6.88	8.69	
CLIENT VARIANCE	(.36)	(1.08)	

¹ One pay range encompasses Library Assistant 1, 2, and 3
² 30 year pay scale

**WAGE SURVEY
PREPARED FOR THE NORWALK PUBLIC LIBRARY**

CLASSIFICATION LIBRARY ASSISTANT II

JURISDICTION	Minimum	Maximum	Number of Steps
Bellvue	8.02	12.41	12 steps
Huron	9.38	14.07	
Ritter¹	7.84	9.60	15 steps
Sandusky	7.85	11.40	
Tiffin-Seneca	8.25	8.75	
Willard²	8.56	12.12	
Wilmington	6.85	8.30	
<i>AVERAGE</i>	<i>8.11</i>	<i>10.95</i>	
<i>NORWALK PUBLIC LIBRARY CURRENT</i>	<i>7.75</i>	<i>10.12</i>	
<i>CLIENT VARIANCE</i>	<i>(.36)</i>	<i>(.83)</i>	

¹ One pay range encompasses Library Assistant 1, 2, and 3
² 30 year pay scale

**WAGE SURVEY
PREPARED FOR THE NORWALK PUBLIC LIBRARY**

CLASSIFICATION LIBRARY ASSISTANT III

JURISDICTION	Minimum	Maximum	Number of Steps
Bellvue	10.40	16.07	12 steps
Huron	9.38	14.07	
Sandusky	8.91	12.93	
Ritter¹	7.84	9.60	15 steps
Tiffin-Seneca	8.50	14.50	
Willard²	9.08	12.66	
Wilmington	7.75	11.62	
<i>AVERAGE</i>	<i>8.84</i>	<i>13.06</i>	
<i>NORWALK PUBLIC LIBRARY CURRENT</i>	<i>9.70</i>	<i>12.77</i>	
<i>CLIENT VARIANCE</i>	<i>.86</i>	<i>(.29)</i>	

¹ One pay range encompasses Library Assistant 1, 2, and 3
² 30 year pay scale

**WAGE SURVEY
PREPARED FOR THE NORWALK PUBLIC LIBRARY**

CLASSIFICATION TECHNICAL SERVICES ASSISTANT

JURISDICTION	Minimum	Maximum	Number of Steps
Bellvue	8.02	12.42	12 steps
Bucyrus	7.33	8.96	
Defiance	6.60	8.40	
East Liverpool	8.25	12.10	
Huron	7.35	11.03	
Ritter	7.84	9.60	15 steps
Sandusky	7.01	12.93	
Tiffin-Seneca	7.75	8.50	3 classes
Wilmington	5.91	11.62	
AVERAGE	7.34	10.62	
NORWALK PUBLIC LIBRARY CURRENT	6.68	12.77	3 classes
CLIENT VARIANCE	(.66)	2.15	

The data presented by the Library shows that the average minimum wage for Library Assistant I is \$7.24, some \$.36 more than paid by Norwalk, and the maximum average salary for this classification is \$9.77, some \$1.08 more than paid by Norwalk. In fact, every jurisdiction represented in the array, with the exception of Wilmington, offers higher minimum and maximum rates than Norwalk does.

The same financial situation exists with respect to the classification of Library Assistant II. Here, the average minimum compensation for this classification paid by the seven community libraries deemed comparable was \$8.11, \$.36 more than paid by Norwalk, and again, the Norwalk's wage is less than all but one of the comparable systems. Turning to the maximum salary for this classification, the average paid by the seven other libraries is \$10.95, some \$.83 more than paid by Norwalk. However, the maximum compensation offered by Norwalk is greater than that available in three of the seven systems.

Turning to the salaries for Library Assistant III, the situation is reversed. Here, the Norwalk minimum rate is \$.86 more than the average minimum rate in the other seven libraries. Norwalk's minimum wage rate is greater than that paid by six of the seven. However, at the maximum

range, Norwalk falls behind the average by \$.29, paying only \$12.77. Four of the seven pay more than does Norwalk.

Finally considering the Technical Services Assistant, Norwalk pays a minimum wage which is \$.66 less than the average of \$7.34 paid by nine of the jurisdictions represented for this classification. Norwalk's minimum salary is below that paid by seven of the nine.

At the maximum wage guide for the Technical Services Assistant classification, however, Norwalk pays a premium of \$2.15 over the average available in the other nine comparable library systems. Norwalk pays more than eight of the nine.

The Library does not make an "inability to pay" argument. Indeed, it enjoys the benefits of an earmarked Library levy and an unencumbered General Fund balance as of January 1, 2002, the last year for which information was presented, of \$190,429.00, up some \$29,000.00 over the previous year.

Although at this writing uncertainty abounds over whether the amount of State contributions to Local Governments will decline because of Ohio's looming budget deficit, nonetheless, the Library's very healthy General Fund balance together with its other revenue sources should enable it to accommodate without financial difficulty

Library Assistant I and II classifications and the somewhat smaller disparity between the maximum rate being paid by other jurisdictions and by Norwalk for Library Assistant III classified employees.

It remains to be seen whether such increases should be become prospectively effective in the current calendar year, and following twenty-seven pay periods in each of the two succeeding years, as the Library would have it, or retroactively effective to January 1, 2003 and thereafter effective as of January 1st in each succeeding calendar year, as the Union would have it.

The rationale put forward by the Library for its position favoring non-retroactivity is to encourage prompt conclusion of negotiations.

To begin with, since the negotiations are concluded for the current Contract term, the question of prospective or retroactive application of successor Contracts remains an issue for future bargaining.

Further, the Library's position, far from encouraging speedy resolution of bargaining, is likely to have the opposite effect. It would encourage the Employer to delay reaching agreement in order to minimize expenditures.

In point of fact, delay in reaching agreement on successor Contracts, even with retroactivity, is not in the

Library Assistant I and II classifications and the somewhat smaller disparity between the maximum rate being paid by other jurisdictions and by Norwalk for Library Assistant III classified employees.

It remains to be seen whether such increases should be become prospectively effective in the current calendar year, and following twenty-seven pay periods in each of the two succeeding years, as the Library would have it, or retroactively effective to January 1, 2003 and thereafter effective as of January 1st in each succeeding calendar year, as the Union would have it.

The rationale put forward by the Library for its position favoring non-retroactivity is to encourage prompt conclusion of negotiations.

To begin with, since the negotiations are concluded for the current Contract term, the question of prospective or retroactive application of successor Contracts remains an issue for future bargaining.

Further, the Library's position, far from encouraging speedy resolution of bargaining, is likely to have the opposite effect. It would encourage the Employer to delay reaching agreement in order to minimize expenditures.

In point of fact, delay in reaching agreement on successor Contracts, even with retroactivity, is not in the

maximum rates of pay on the wage schedule as set forth in Exhibit "B" shall be increased accordingly.

VI. Article 22 - Duration of Agreement

The 2000 Contract:

Article 22 of the expired Agreement provided as follows:

"This agreement shall be effective as of 12:01 a.m., November 20, 2000, and shall continue in full force and remain effective until midnight December 31, 2002."

The Employer's Proposal:

The Library proposes to make the successor Agreement effective upon its execution, and to continue in force for thirty-six months following that date.

The Union's Proposal:

The Union proposes that the Agreement become effective as of 12:01 a.m., January 1, 2003 and continue in effect for three calendar years thereafter.

The Fact-Finder's Analysis and Findings:

The Fact-Finder has already recommended retroactivity of wage increases and prospective effectiveness of certain benefits. With these recommendations in place, there is no persuasive reason why the Union's proposal for a three year successor Agreement coincident with the beginning of calendar year 2003 should not be adopted.

maximum rates of pay on the wage schedule as set forth in Exhibit "B" shall be increased accordingly.

VI. Article 22 - Duration of Agreement

The 2000 Contract:

Article 22 of the expired Agreement provided as follows:

"This agreement shall be effective as of 12:01 a.m., November 20, 2000, and shall continue in full force and remain effective until midnight December 31, 2002."

The Employer's Proposal:

The Library proposes to make the successor Agreement effective upon its execution, and to continue in force for thirty-six months following that date.

The Union's Proposal:

The Union proposes that the Agreement become effective as of 12:01 a.m., January 1, 2003 and continue in effect for three calendar years thereafter.

The Fact-Finder's Analysis and Findings:

The Fact-Finder has already recommended retroactivity of wage increases and prospective effectiveness of certain benefits. With these recommendations in place, there is no persuasive reason why the Union's proposal for a three year successor Agreement coincident with the beginning of calendar year 2003 should not be adopted.

THE FACT-FINDER'S RECOMMENDATIONS:

The Fact-Finder finds appropriate and recommends that Article 22 of the successor Agreement provides as follows:

"This Agreement shall be effective as of 12:01 a.m., January 1, 2003 and shall continue in full force and remain effective until midnight December 31, 2005."

Report and Recommendations signed, dated and issued at Cleveland, Ohio this 15th day of April, 2003.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Alan Miles Ruben", with a long horizontal line extending to the right.

Alan Miles Ruben
Fact-Finder

AMR:ljpg

