

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

STATE EMPLOYMENT
RELATIONS BOARD

2003 AUG 20 A 10: 31

In the Matter of Fact Finding)
)
 between) SERB No. 03 MED-03-0323
)
 Seneca County Engineer)
)
 -and-)
)
 AFSME, Ohio Council 8, Local 3540) 18 August 2003
)
 The Union)

APPEARANCES

For the Employer

Richard P. Gortz Gortz & Associates, Inc.
Caroline Minges Deputy Engineer
Mark Zimmerman Deputy Engineer
Jimmie Young Seneca County Commissioner

For the Union

William F. Fogle AFSCME, Ohio Council #8
Bob Schultz Highway worker II
Greg Stine Mechanic #1

Fact Finder

Daniel L. Merritt Esq.

BACKGROUND

The Seneca County Engineer of Ohio (herein called the "Employer") and the American Federation of State, County and Municipal Employees, Ohio Council #8, Local # 3540 (herein called the "Union") are the parties involved in the current labor dispute. The bargaining unit consists of approximately nineteen employees currently in the classifications of Highway Worker, Mechanic, Bridge Worker, Equipment Operator and Route Marker. Other classifications include Security Officer, Storekeeper/Communication Technician, Custodial Workers and Security Non-Confidential. The current Collective Bargaining Agreement expired on 20 July 2003.

The parties met for negotiations on 14, 21 and 28 May 2003 and on 11, 18 June 2003. On 3 July 2003 the parties met once again in an attempt to resolve their differences with the aid of a mediator. On 20 June 2003 the State Employment Relations Board appointed Daniel L. Merritt as fact finder in compliance with O.R.C. Section 4117.14 (c) (3).

A fact finding hearing was scheduled and held on Thursday, 31 July 2003 at the Seneca County Engineer Garage near Tiffin, Ohio. The parties had not officially agreed to any of the issues but at the onset of the hearing agreed and stipulated that all issues but five were agreed to by the parties. The remaining issues included; Recognition, Sick Leave, Health Insurance, Wages, and perhaps Duration of the Contract. They linked the duration of the agreement with economic issues. The parties presented documentary evidence concerning each issue and Employer called Mr. Jimmie Young, a Seneca County Commissioner

who testified about the general state of the Seneca County fiscal health. The Union countered that the Maintenance and Repair funds which support the Seneca County Engineer operations has remained fiscally stable.

The fact finder considered all testimony presented by the parties and all documentation submitted in reaching the recommendations presented below. The fact finder considered the criteria listed in Rule 4117-9-05 (K) (J) of the State Employment Relations Board. The issues to be addressed in the report include: ARTICLE 3 RECOGNITION, ARTICLE 24 SICK LEAVE, ARTICLE 47 HOSPITALIZATION/MAJOR MEDICAL, ARTICLE 48 WAGES/LONGEVITY PAY and ARTICLE 54 DURATION.

ISSUES AND RECOMMENDATIONS

I. ARTICLE 3 RECOGNITION

Union Position: The Union proposed to keep the current language which, in Section 1, described the bargaining unit pursuant to State Employment Relations Board Case No 87-REP-12-0297. The Union also protested the Employer's attempt to remove the arbitration process from Section 4 of the ARTICLE and rely on a single more time consuming process.

Employer Position: The Employer proposed to remove all unused Classifications from the ARTICLE. It also intended to simplify the ARTICLE by the removal of the arbitative process.

Recommendation: The Fast Finder agrees with the Union position that Changes in the ARTICLE are unnecessary and in the case of the “arbitration process” removal in Section Four the change would be counterproductive. The arbitration process offers a quick cost effective and authoritative way to settle potential disputes. The language of ARTICLE 3, RECOGNITION should remain as presently stated.

II. ARTICLE 24 SICK LEAVE

Union Position: The Union proposed that the ARTICLE remain as is currently stated in the Collective Bargaining Agreement.

Employer Position: The Employer offered comparables in E Ex #2 and proposed that the buy out of sick leave be limited to employees who have a bank of at least 520 hours. The Employer expressed concern for employees who could suffer illness and have little or no sick leave days accrued.

Recommendations: The Employer did not consider this to be an economic issue. The concern expressed by the Employer for the employee who might have little or no sick leave is commendable. However, new employees in every organization face this shortage as well as those who buy out too many sick leave days. The Fact Finder found no persuasive evidence that the

provision should be changed. The present language in the Collective Bargaining Agreement should be retained.

III. ARTICLE 47 HOSPITALIZATION/MAJOR MEDICAL

Union Position: The Union proposed that no changes be made in the present language. The Union presented comparable health insurance information in U Ex #1 and E Ex #5 to show that the present language is the norm for comparable Engineer organizations.

Employer Position: The Employer proposed that the current language be changed such that Union employees would receive the same health insurance package and at the same cost that non-Union employees currently pay. The Employer submitted E Ex #3 to also show that Seneca County Department of Job and Family Services agreed to such changes not to exceed ten dollars per month.

Recommendations: Public sector employees have historically received strong benefit packages and lower wage packages than their counterparts in private sector. The comparables and incomparables for health insurance coverage and costs submitted by both parties support a retention of the current language of the Collective Bargaining Agreement. Single coverage for employees is generally paid for by the Employee. Family coverage is

generally subsidized by the Employer in varying degrees. The current language of the Collective Bargaining Agreement requires the employee who wants family coverage to pay twenty percent of the premium cost. The Fact Finder concludes that the coverage and costs for the single and family coverage are not extraordinary as compared with other county schedules. The Fact Finder recommends that the current language be retained for Section 1 and the permissive language of Section 2, ARTICLE 47.

IV. ARTICLE 48 WAGES/LONGEVITY PAY

Union Position: The Union proposed that increase of \$.50 an hour be provided across the board for each year of the contract. In addition the Union proposed that the Bridge Crew supplement increase from \$.35 per hour to \$.40 per hour. Highway workers would receive an additional \$.25 as well as Equipment Operators I and II and Mechanics during the second year of the contract. The Union presented U Ex 2, 3, and 4 in support of their wage proposal. The Union also noted that the Maintenance and Repair Funds that support the Seneca County Engineer have remained stable and can support the Union proposal for wages. The Union presented comparable salary data to highlight the low wage schedule of Seneca County Engineer as comparative average rate, for example, in Fulton County it was \$14.76 compared to \$12.88 for Seneca County.

Employer Position: The Employer proposed that wages be increased \$.15 per hour during the first year of the contract and \$.25 during the second and third year of the contract. In addition, the Employer proposed that the Bridge crew supplement be increased from \$.35 to \$.50 per hour and that a supplemental pay would be added upon ratification of the Collective Bargaining Agreement.

The Employer also proposed that a new Section be added to the wage ARTICLE which stated "The Employer may place a newly hired employee with prior experience in same or similar positions up to two steps above the "new hire" rate. The Union opposed the addition. The Employee supported the addition and agreed that it would allow them to hire experienced people at a higher step on the wage schedule. The Employer submitted E Ex 7 which portrayed the average wage at \$12,795 for the Seneca County Engineer. The Employer also submitted wage comparables in E Ex 6. The Employer stated that supplemental increases for Bridge Worker was needed to attract more bids for the work and the increase for Mechanics was proposed to retain skilled workers.

Recommendations: No evidence was submitted that even suggested an inability to pay existed. However, testimony by Mr. Young presented a general picture of an economic slow down for the county. He expressed concern for "cash flow problems." The Union raised direct questions about the Seneca County Engineer revenue and the responses were that the

county did not fund the Engineer. The Union has requested an increase of \$.50 per our and a number of supplemental increases. The Employer responded with an initial \$.15 per hour increase and few supplemental increases. Prudence is in order and the Fact Finder concludes that an increase is in order along some supplemental increases. The additional language suggested by the Employer regarding increased rates for experienced job applicants is not appropriate given economic concerns. The Fact Finder recommends that it NOT be added to ARTICLE 48, WAGES. The Fact Finder Recommends that the language of ARTICLE 48 be.

SECTION 1 Employees rates of pay effective 7-21-2003 shall be increased \$.23 per hour. The Bridge Crew Supplemental shall be increased from \$.35 to \$.50 and the Mechanic Supplement shall be \$.50.

SECTION 2 The above rates of pay shall be increase \$.28 per hour Effective 7-21-2004.

SECTION 3 The above rates in Section #1 and Section #2 shall be increased \$.32 per hour effective 7-21-2005.

Employees shall move through the above schedule on their anniversary Dates.

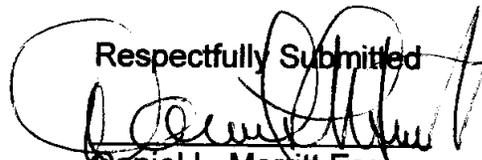
V. ARTICLE 54 DURATION

Union Position: The Union agreed with a three (3) year length but linked agreement with satisfaction on wages.

Employer Position: The Employer agreed to a three year duration.

Recommendation: The Fact Finder recommends a three year (3) duration to the Collective Bargaining Agreement.

18 August 2003
Sylvania, Ohio

Respectfully Submitted

Daniel L. Merritt Esq.
Fact Finder

CERTIFICATE OF SERVICE

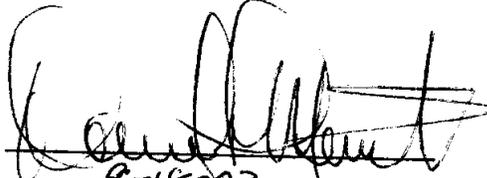
This is to certify that a true copy of the Fact Finding Report for the Seneca County Engineer and the American Federation of State, County and Municipal Employees, Ohio Council 8, Local 3540 was sent to Mr. Dale Zimmer, SERB by Regular mail and to the parties representatives by Express Mail on this day

18 August 2003. The report was served upon:

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8-18-03
Daniel L. Merritt Esq.