

IN THE MATTER OF FACT-FINDING

20 MAY 19 A 10: 20

BETWEEN

THE TUSCARAWAS COUNTY ENGINEER

AND

AFSCME, OHIO COUNCIL 8, LOCAL 2550

BEFORE: Robert G. Stein

SERB CASE NO. 03 MED 12 1430

PRINCIPAL ADVOCATE (S) FOR THE UNION:

Fred L. Hartzel, Staff Representative  
AFSCME, OHIO COUNCIL 8  
1145 Massillon Road  
Akron OH 44206

and

PRINCIPAL ADVOCATE FOR THE ENGINEER:

Michael Seyer, Senior Consultant  
CLEMANS, NELSON & ASSOCIATES  
2351 S. Arlington Road, Ste. A  
Akron OH 44319

## **INTRODUCTION**

The bargaining unit is comprised of twenty-three (23) full-time employees in the classifications of Bridge Inspector, Draftsman, Mechanic 1 and 2, Highway Maintenance Worker 1, 2, and 3, Tax Map Drafting Technician, Account Clerk/Mechanical Stores Clerk, House Numbering Coordinator, and other employees in the above listed classifications who work more than five hundred and sixty (560) hours per year. (Herein "bargaining unit members"). The Union became certified as the official bargaining unit for these employees in March of 2003.

The parties reached impasse and went to fact finding May 3, 2004. At the urging of the parties, the Fact-finder acted as a mediator during the first part of the day and assisted the parties in resolving several issues that were either withdrawn or were tentatively agreed upon. The two remaining issues that went to a hearing were wages and clothing allowance.

Both Advocates represented their respective parties well and clearly articulated the position of their clients on each issue in dispute. In order to expedite the issuance of this report, the Fact-finder shall not restate the actual text of each party's proposals on each issue but will instead reference the Position Statement of each party. The Union's Position Statement shall be referred to as UPS and the Employer's Position Statement shall be referred to as EPS.

## CRITERIA

### OHIO REVISED CODE

In the finding of fact, the Ohio Revised Code, Section 4117.14 (C)(4)(E) establishes the criteria to be considered for fact-finders. For the purposes of review, the criteria are as follows:

1. Past collective bargaining agreements
2. Comparisons
3. The interest and welfare of the public and the ability of the employer to finance the settlement.
4. The lawful authority of the employer
5. Any stipulations of the parties
6. Any other factors not itemized above, which are normally or traditionally used in disputes of this nature.

These criteria are limited in their utility, given the lack of statutory direction in assigning each relative weight. Nevertheless, they provide the basis upon which the following recommendations are made:

**ISSUE 1      Article 29      WAGES**

**Union's position**

See UPS.

**Employer's position**

See EPS.

**Discussion**

The Union is seeking a wage settlement in terms of cents per hour, while the Employer favors a percentage-based settlement. Ability to pay a wage increase is not an issue; however, the parties were far apart on the amount of the increase that is appropriate over three years. The Employer proposed increases of 2%, 1%, and 1%, over three years. The Union proposed increases of 55 cents per hour, 65 cents per hour, and 75 cents per hour over three years. Based upon an average salary of \$13.21 per hour, the proposed increases are in the range of 3.6% (1<sup>st</sup> year) to 4.5% (3<sup>rd</sup> year). It is noted that other county agencies reached settlements that fell somewhere in the middle of the parties' positions. However, some of those settlements took into consideration the necessity of being more competitive with surrounding counties (e.g. Sheriff's Department).

It is a well-accepted fact that a string of wage settlements based upon percentages over time will create a greater and greater economic distance between classifications. In order to offset this "spreading effect",

it is not unusual for parties to a collective bargaining agreement to occasionally agree upon an hourly, rather than a percentage wage increase. According to SERB data, salary increases in and around 3% are common in jurisdictions that have sound fiscal budgets. It appears the Engineer's office is efficiently managed and is fiscally sound. Given an average salary of a little over \$13, which also includes pension pick-up, a three percent increase in the first year amounts to approximately .40 cents per hour.

**Recommendation**

**Retroactive to March 3, 2004 ....40 cents per hour**

**Effective March 3, 2005.....3% increase**

**Effective March 3, 2006.....3% increase**

**ISSUE 2      Article 31      Protective Clothing**

**Union's position**

See UPS

**Employer's position**

See EPS

## **Discussion**

The parties almost reached a mediated tentative agreement on this issue during mediation, and even went so far as to draft conceptual language toward reaching this goal. However, the issue was not totally resolved in writing and was presented to the Fact-finder for a final determination.

In principle the parties agree there is a need for employees to have quality protective footwear for both wet and dry weather. In addition, the Union provided a convincing argument regarding the need for bargaining unit employees to be supplied gloves in order to work safely.

## **Recommendation**

**Revamp current Article 31 by the addition of the following new language:**

### **ARTICLE 31 PROTECTIVE CLOTHING**

**Section 31.1 The Engineer shall provide work gloves and rubber boots to employees to be utilized in the performance of their job duties.**

**Section 31.2 The above referenced items shall be issued to each individual employee and may be replaced on an as needed basis as determined by the Engineer/designee.**

**Section 31.3 Employees shall be responsible for the care and regular maintenance of such items. The loss/or misplacement of rubber boots shall be the sole responsibility of the individual employee, and shall be replaced by such employee at no cost to the Engineer.**

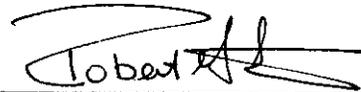
**Section 31.4** The Engineer shall continue to provide aprons to no more than three (3) employees to be used while performing road repair duties limited to tar shooting.

**Section 31.5** On an annual basis, the Engineer shall establish an account for each employee, limited to no more than seventy-five dollars (\$75) per employee for the purchase of work boots. Employees shall submit receipts to the Engineer/designee verifying the purchase of such items within five (5) workdays of the purchase.

## TENTATIVE AGREEMENTS

During negotiations the parties reached tentative agreement on several issues. These tentative agreements are part of the recommendations contained in this report.

The Fact-finder respectfully submits the above recommendations to the parties this 18<sup>th</sup> day of May, 2004 in Portage County, Ohio.

A handwritten signature in black ink, appearing to read "Robert G. Stein", written over a horizontal line.

Robert G. Stein, Fact-finder