

**FACT-FINDING REPORT
STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD
DECEMBER 6, 2005**

STATE EMPLOYMENT
RELATIONS BOARD
2005 DEC -9 A 11: 52

In the Matter of)	
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Mahoning County Department of Job and Family Services and Mahoning County Board of Commissioners)	
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And)	05-MED-06-0707
)	
)	
AFSCME Ohio Council 8 Local 2100 1)	

APPEARANCES

For the County
Ms. Sandy Conley, Accounts Manager
Clemans, Nelson & Associates, Inc.

For AFSCME Ohio Council 8
James Adams,
Staff Representative

Fact-Finder, Marc A. Winters

BACKGROUND

The Fact-Finding involves the Mahoning County Department of Job and Family Services, (hereafter referred to as the "Employer") and the American Federation of State County and Municipal Employees, Ohio Council 8, Local 2100, (hereafter referred to as the "Union"). The Union's bargaining unit is comprised of approximately 199 members. This Bargaining Unit consist of all employees within the classifications of Clerk, Clerical Specialist, Income Maintenance Aide, Case Manager, Eligibility Specialist, Account Clerk, Social Worker, Social Service Aide and several other clerical and support classifications all in accordance with SERB rules. The State Employment Relations Board duly appointed Marc A. Winters as Fact-Finder in this matter.

The parties began negotiating a wage re-opener in August, 2005. The parties, at best, exchanged two letters and never actually met at the table to bargain. After the letter or proposal exchange, by the Union, and the County's response, the parties decided that they were unable to reach an Agreement. Impasse was declared and the parties proceeded to Fact-Finding.

The Fact-Finding Hearing was conducted on Wednesday, November 30, 2005, in the County DJFS Offices, Youngstown, Ohio. The Fact-Finding Hearing began around 10:00 A. M., and was adjourned at approximately 12:00 P. M. At the beginning of the Fact-Finding Hearing mediation was offered and rejected by the parties.

The Fact-Finder would like to convey his appreciation not only for the courtesy and cooperation given to the Fact-Finder by both parties, but to each other as well.

The Hearing was conducted in accordance with the Ohio Public Employee Bargaining Statue set forth in rule 4117. Rule 4117-9-05 sets forth the criteria the Fact-Finder is to consider in making recommendations. The criteria are:

1. Past collectively bargained agreements, if any.
2. Comparisons 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, given consideration to factors peculiar to the area and classification involved.
3. The interest and welfare of the public, and the ability of the public employer to finance and administer the issue proposed and the effect of the adjustments on the normal standards of public service.
4. The lawful authority of the public employer.

5. Any stipulations of the parties.
6. Such other factors, not confined to those listed above which are normally or traditionally taken into consideration in the determining of issues submitted to mutually agreed-upon dispute settlement procedures in the public service or private employment.

The following issues were considered at the Fact-Finding Hearing on November 30, 2005.

1. Article 17, Section 17.04 - Insurance Coverage.
2. Article 17, Section 17.06 - Wages.
3. Article 17, Section 17.07 - Overtime.

The testimony given and the evidence presented, taking into consideration the Ohio Rule 4117 criteria, internal and external parity, and the City's finances, will be the basis for the following recommendations. However, this Fact-Finder assures the parties that their positions books were thoroughly read, studied and relied upon.

ISSUE #1 - ARTICLE 17, SECTION 17.04 - INSURANCE COVERAGE.

EMPLOYER POSITION:

The Employer proposes to change the contribution amount, paid by the employees, for health insurance coverage, by removing any cap on the contribution amount.

UNION POSITION:

The Union objects to the proposal since the negotiated re-opener is for wages only. The Union, in turn, asks that the Fact-Finder not permit the Employer to re-open this issue at this time.

FACT-FINDER'S OPINION AND RECOMMENDATION:

Article 17, Section 17.06, D, clearly states that: Effective the beginning pay period of September 1, 2005, the parties agree to a wage re-opener.

Article 17, Section 17.04, A, ^{3rd} paragraph, clearly reads: When the County negotiates another contract for health care, the Union shall be provided the option of participating in a countywide health care committee. At that time, the County shall evaluate the AFSCME Care Plan and if the County elects not to use the AFSCME Care Plan, the County will provide the Union with valid reasons for the rejection of the plan.

As mentioned in the Background section of this report, no negotiations, between the parties every

occurred. The Union gave the County their proposal for wage related items and the County gave a response.

The County's response, a letter dated September 13, 2005, addressed to the Union Staff Representative, was responsive to questions regarding two different AFSCME Locals, Local 3577 and Local 2001 and their respective negotiations. The beginning of the letter refers to Local 3577's negotiations with regards to the health insurance proposal. The latter part of the letter, responds to Local 2100's wage proposal only.

First, the requirements of the 3rd paragraph in Section 17.04 never occurred, simply because there were no negotiations for another contract. There wasn't even a real negotiations for this wage re-opener.

The Union was never given a chance to try and negotiate other cost saving measures, with the Employer, with respect to the current Health Care Plan. Even if the parties would end up where the Employer wants to be, with no caps on the employee contribution, the requirement to bargain must first take place.

Irrespective of the comments above, the language contained in Section 17.06, D, limits the function of the re-opening to restricting the bargaining to only those issues for which both parties made when this Agreement was signed. In other words, wages.

If the Employer wishes to negotiate for changes to the health insurance employee contribution rate, they will have to wait another year when negotiations for a successor agreement occurs.

This Fact-Finder is a firm believer that if the parties, or authors, of this Agreement had intended the re-opener to include health insurance cost, this Agreement would have said that.

Therefore, the Employer's issue, on the health insurance employee contribution rate, is not properly before this Fact-Finder.

ISSUE # 2 - ARTICLE 17, SECTION 17.06 - WAGES.

UNION POSITION:

The Union makes three requests with respect to increasing wages.

First, effective September 1, 2005, the Union is proposing a 5% across the board increase for all bargaining unit members.

Second, the Union wishes to add three new pay ranges, pay range 1, pay range 32 and pay range 33.

Third, the Union would add a job stability scale.

EMPLOYER POSITION:

The Employer opposes expanding the wage table by adding steps or ranges and opposes adding a job stability scale.

The Employer also seeks to retain status quo and is proposing no wage increase for 2006.

The Employer argues that this bargaining unit is well situated in comparisons to the contiguous and comparable jurisdiction.

The Union, on the other hand, argues that the wage stability scale is needed to retain case workers. The Union further argues that the increases in steps and the creation of the new pay ranges is to place employees where they need to be and also used as a retention tool.

The Union further contends that the 5% wage increase is to help offset the cost associated to paying health insurance co-pays.

FACT-FINDER'S OPINION AND RECOMMENDATION:

While it is true this bargaining unit is well paid in comparison to the external comparables of like jurisdictions, the fact that no actual bargaining occurred makes it hard for this or any Fact-Finder to formulate an opinion based a short hearing with only written correspondence to rely on for the bargaining history that led up to this fact-finding.

In addition, the County, through it's correspondence is sending mixed messages with regards to needing a wage freeze for this bargaining unit. Several of the County's other collective bargaining agreements, in fact the majority, grant some form of wage increases to other County employees.

Based on the information given at the Fact-Finding Hearing, at least four units out of the seven provided for some form of wage increase for 2005, 2006 & 2007.

In considering the County's finances, noting that there was a recent sales tax that passed which helps provide the County with funding and that this bargaining unit is not paid from the General Fund, but through other funding sources such as the State and Federal Governments and through work associated with this Department's bargaining unit, it appears as the County is able fund a small increase.

Therefore, this Fact-Finder recommends effective September 1, 2005, a 3% across the board increase for all bargaining unit members.

With respect to expanding the wage table by adding steps and ranges, and adding a job stability scale, this Fact-Finder recommends status quo for this one year re-opener.

Although, a lot of time and effort went into the logic and to the creation of adding the ranges, the basis was the results of an arbitration on a previous job evaluation which everyone on both sides have yet been privileged to. This issue would better be served by sitting down through actual negotiations where both sides may have input or suggestions on how the ranges should or could work.

ISSUE #3 - ARTICLE 17, SECTION 17.07 - LONGEVITY.

UNION POSITION:

The Union is proposing to reduce the longevity scale.

EMPLOYER POSITION:

The Employer is opposed to modifying the longevity schedule and request status quo.

FACT-FINDER'S OPINION AND RECOMMENDATION:

This bargaining unit is well paid in comparison to like jurisdictions. While they are not the highest of all comparables they are close.

Based on the testimony presented and evidence given, in particular the external and internal comparables, and taking into consideration the wage increase recommended, this Fact-Finder therefore recommends status quo with respect to an increase in longevity pay.



Marc A. Winters, Fact-Finder