

STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD 2006 JUN -8 A 11: 14

IN THE MATTER OF  
THE FACT FINDING

**Between**

**COLUMBIANA COUNTY COMMISSIONERS**

**and**

**GMP INTERNATIONAL UNION**

**SERB Case No. 05-MED-12-1422**

**Before:**

**CHRISTOPHER E. MILES, ESQUIRE**  
**Fact Finder**

**Appearances:**

**Jim Hoppel**  
**County Commissioner**  
**Representing the County**

**Sondra Powell**  
**Executive Officer**  
**Representing the Union**

## **BACKGROUND**

This case concerns the fact finding proceedings between Columbiana County Commissioners (hereinafter referred to as the "County") and GMP International Union (hereinafter referred to as the "Union"). By letter dated May 25, 2006, the undersigned, Christopher E. Miles, Esquire, was appointed as the Fact Finder in this matter through the offices of the State Employment Relations Board (SERB). The fact finding proceedings were conducted pursuant to the Ohio Administrative Code Rule 4117 and the rules and regulations of SERB, as amended. The County and the Union engaged in the collective bargaining process for a period of time prior to the appointment of a Fact Finder. During their negotiations, the parties were able to resolve several provisions for the new collective bargaining agreement; however, the following issues remained unresolved:

Article 31 - Wages  
Article 33 - Hospitalization

The items which were resolved by the parties during negotiations prior to the fact finding hearing are hereby incorporated in this fact finding report.

The County was represented by Jim Hoppel, Columbiana County Commissioner, and the Union was represented by Sondra Powell, Executive Officer. Prior to the fact finding proceedings, which were conducted at the Columbiana County Courthouse in Lisbon, Ohio on June 5, 2006, the Fact Finder offered, and the parties declined, to attempt mediation of the unresolved issues. The hearing in this matter was then conducted and the parties were afforded full opportunity to present testimony and evidence, as well as arguments, in support of their positions. As a result of those deliberations, the Fact Finder makes the Findings and Recommendations set forth below.

## **FINDINGS AND RECOMMENDATIONS**

After consideration and a thorough review of the financial information and documentation supplied by the parties, the Fact Finder makes the following recommendations:

### **Article 31 Wages**

The Union proposes that, retroactive to May 1, 2006, employees shall receive a 4% wage increase for the first year, a 4% wage increase the second year, and a 4% wage increase the third year of the contract. The County proposes no wage increase in the first year of the contract, with a wage re-opener in the second and third years of the contract.

## Recommendation

It is recognized that the County is faced with financial difficulties. However, it is noted that the bargaining unit consists of four employees. One is not paid from the General Fund and one position is currently vacant, with the new hire starting at the beginning wage in Table A-1. In reviewing the data from the comparable jurisdictions, it is found that some wage increase is warranted and in line with those jurisdictions. A two percent (2%) wage increase for each of the first two years is recommended. The three percent (3%) wage increase in the third year will help ease the possible health insurance co-pay or contribution anticipated by the County. This is also discussed below in conjunction with Article 33.

Based upon the circumstances surrounding this matter and the arguments presented by the parties, it is recommended that the employees in the bargaining unit receive wage increases in the new agreement as follows:

Section 1. Effective and retroactive to May 1, 2006, employees shall receive a two percent (2%) wage increase, a two percent (2%) wage increase on May 1, 2007, and a three percent (3%) wage increase on May 1, 2008. All employees shall be placed on the wage based on the employee's Date of Hire. Employees, earning more than the new rate established for the step the employee is placed on, shall not be reduced in rate, but shall remain at the current rate, until such time that placement on the new wage scale creates an increase. The new scales are as follows:

TABLE A

	May 1, 2006 2%		May 1, 2007 2%		May 1, 2008 3%	
	Hourly Rate	Annual	Hourly Rate	Annual	Hourly Rate	Annual
Start	9.17	19,077.21	9.35	19,458.76	9.63	20,042.52
6 Months	10.37	21,590.25	10.58	22,022.05	10.90	22,682.71
1 Year	10.49	21,808.77	10.70	22,244.95	11.02	22,912.30
18 Months	11.13	23,146.66	11.35	23,609.59	11.69	24,317.88
2 Years	11.79	24,518.47	12.03	25,008.84	12.39	25,759.11
3 Years	12.44	25,883.52	12.69	26,401.19	13.07	27,193.23
4 Years	13.40	27,883.76	13.67	28,441.44	14.08	29,294.68

Covers: Billing Clerk, Account Clerks

TABLE A-1

	May 1, 2006 2%		May 1, 2007 2%		May 1, 2008 3%	
	Hourly Rate	Annual	Hourly Rate	Annual	Hourly Rate	Annual
Start	10.49	21,812.85	10.70	22,249.11	11.02	22,916.58
6 Months	11.13	23,146.66	11.35	23,609.59	11.69	24,317.88
1 Year	11.77	23,076.21	12.01	23,537.74	12.37	24,243.87
18 Months	11.74	24,431.07	11.98	24,919.69	12.33	25,667.28
2 Years	13.11	27,271.89	13.37	27,817.33	13.77	28,651.85
3 Years	13.80	28,714.16	14.08	29,288.45	14.50	30,167.10
4 Years	14.58	30,331.24	14.87	30,937.87	15.31	31,866.00

Covers: Assistant Clerk to the Commissioners

TABLE B

	May 1, 2006		May 1, 2007		May 1, 2008	
	2% Hourly Rate	Annual	2% Hourly Rate	Annual	3% Hourly Rate	Annual
Start	9.34	19,426.86	9.53	19,815.40	9.82	20,409.86
6 Months	9.93	20,672.44	10.13	21,085.89	10.44	21,718.47
12 Months	10.53	21,896.19	10.74	22,334.11	11.06	23,004.13
18 Months	11.19	23,273.95	11.41	23,739.43	11.76	24,451.61
24 Months	11.79	24,540.33	12.03	25,031.14	12.39	25,782.07
36 Months	12.67	26,354.09	12.92	26,881.17	13.31	27,687.60

Covers: Maintenance, Boiler Operator and Laborer/Meter Reader

### Article 33 Hospitalization

This Article currently provides as follows:

Section 1. During the term of this Agreement, the Employer agrees to provide to each employee the same choices of coverage, and pay the same percentage of the cost of providing the coverage as provided by the County Commissioners to non-bargaining unit employees paid from the General Fund of the County.

Section 2. Should the Employer propose to substantially change coverage terms or charge employees a portion of the premium, the Employer will notify the Union a minimum of sixty (60) days prior to the proposed change. Upon notification of the Employer, the Union will be given an opportunity to negotiate the effects of the changes with the Employer prior to the effective date of the change. However, in no event will Union employees be responsible to pay any or all of the premium during the first two (2) years of this contract.

The County seeks to delete the last sentence from Section 2. According to the County, it is anticipating a premium contribution from all employees of approximately five percent (5%) of the monthly premium. The current monthly health insurance premiums are as follows:

Single	\$ 306.79
Employee/1 Child or Spouse	\$ 592.89
Employee/Children	\$ 823.25
Family	\$1,097.84

The Union points out that no employee currently pays a health insurance contribution and it asserts that the County's health insurance costs have decreased thirteen percent (13%) from the previous year. It therefore requests that the current language be retained.

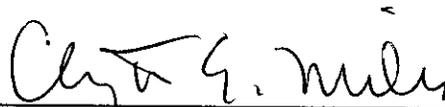
### **Recommendation**

As with other employers nationwide, both public and private sector, the County continues to experience significant costs related to health insurance for its employees, albeit some cost savings may have been realized this year. However, as noted above, no County employee is currently required to contribute to their health insurance coverage. There are four employee positions in this bargaining unit and one is vacant. Of the three occupied bargaining unit positions, one employee receives Single coverage and two employees receive "Employee/1 Child or Spouse" coverage. The coverage applicable to the new hiree for the vacant position is unknown. At the current rates, an employee receiving single coverage would contribute \$15.34 per month if a five percent (5%) contribution is implemented. An employee receiving "Employee/1 Child or Spouse" coverage would contribute \$29.64 per month.

Therefore, in view of the above and in conjunction with the recommendation with respect to Article 31 Wages, it is recommended that the current language contained in the last sentence of Section 2 in Article 33 be retained for the new Agreement. A modest wage increase of two percent (2%) is recommended for the first two years of the new Agreement and if a health insurance contribution is implemented by the County, then it would be applicable to this bargaining unit in the third year of the new Agreement "at the same percentage of the costs of providing the coverage as provided by the County Commissioners to non-bargaining unit employees paid from the General Fund of the County", according to Section 1 of Article 33.

### **CONCLUSION**

In conclusion, the Fact Finder submits the Findings and Recommendations as set forth herein.



Christopher E. Miles, Esquire  
Fact Finder

June 6, 2006