

2007 MAR 29 A 11: 46

STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD

In the Matter Between	)	Lorain County Board of Commissioners
	)	vs.
	)	USW Local 8845
	)	Case No. SERB-06-MED-01-0058
Lorain County Board of Commissioners	)	
and	)	REPORT AND RECOMMENDATIONS OF MEDIATOR AND FACT FINDER ELMER G. COWAN
USW Local 8845	)	

Report and Recommendations of Mediator and Fact Finder pursuant to a Hearing between the parties before Fact Finder Elmer G. Cowan at the Elyria Holiday Inn, 1825 Lorain Blvd. Elyria, Ohio 44035

The first Hearing was conducted on January 24, 2007 beginning at 9:00 a.m.  
The second Hearing was held on February 2, 2007 beginning at 9:00 a.m. at the same location.

APPEARANCES

On behalf of the Lorain County Board of Commissioners:  
Howard D. Heffelfinger  
Martin A. Bramlett  
(both individuals from  
Clemans/Nelson and Associates, Inc.)

On behalf of the Ohio USW Local 8845  
Patrick Gallagher  
Boyd B. Weber  
Jeff Blackstone  
Donald Kovacs

The following documents were presented to the Mediator Fact Finder, Elmer G. Cowan, on behalf of the Lorain County Board of Commissioners:

1. Position statement by County Commissioners dated January 19, 2007 prepared for the meeting of January 24, 2007.
2. A position statement by the County Commissioners pertaining to the meeting of February 2, 2007.
3. Bound Binder with numerous exhibits and back up material pertaining to the position of the County Commissioners.

The following documents were presented to the Mediator Fact Finder, Elmer G. Cowan on behalf of the Union:

1. Copy of the proposed contract covering the period of May 1, 2006 through April 30, 2009.
2. A list of resulted articles appendixes and side agreements furnished by both Lorain County Board of Commissioners and USW Local 8845.
3. Exhibits introduced from Exhibit 1 through 8 covering various subjects.
4. Proposals by the Union for various articles in the contract.

There was a presentation by both parties both on January 24, 2007 and February 2, 2007 as to their positions on various items in the contract.

Following this the Mediator Fact Finder was advised that a number of provisions had been agreed upon which is listed by both parties covering articles 1 through article 37 plus appendix A, C, D and E and ten (10) side agreements.

The following is a summary of all articles in the contract:

The first item is a new article proposed by the Commissioners dealing with guidelines for negotiations, I reject this proposal.

**New Article 1**

Union Recognition- I reject this and we will stay with the present contract language

**Articles 3**

Agreed

**Article 4**

Agreed

**Article 5**

Agreed

**Article 6**

Union Representation- The proposal by the Commissioners is rejected by the fact finder and the language found in the contract will remain the same.

**Article 7**

Grievance Procedure- It is the fact finders opinion that is should remain the same and particularly the provision in that article where the costs of the Grievance Procedure shall be shared equally by both parties.

**Article 8**

Agreed

**Article 9**

Agreed

**Article 10**

Shall remain the same as in the contract.

**Article 11**

Agreed

**Article 12**

Lay off and recalls- The present contract be amended following the proposals as laid out by the commissioners in their presentation.

**Article 13**

Agreed

**Article 14**  
Agreed

**Article 15**  
Hours of work and overtime- The Commissioners proposed to insert full time employees in section 1 which is approved, balance of section 1 remains the same and section 2 remains the same, sections 3,4, and 5 agreed by both parties

**Article 16**  
Agreed

**Article 17**  
Vacation-The union proposes as in Section 1 to provided 22 years or more length of service. The balance of article to remain the same. The fact finder agrees

**Article 18**  
Holidays- In Sections 1, 4,5 and 6 insert full time before employee in those sections. Section 7-remain the same and reject the proposal by the commission for section 7 and new section 8.

**Article 19**  
Agreed

**Article 20**  
Agreed

**Article 21**  
Agreed

**Article 22**  
Disability Leave-Should remain the same as in the present contract.

**Article 23**  
Sick Leave/ Personal Days- Section 1 should be amended to show effective January 1, 2007. Section 13 in the present contract wherein a typographical error 1,000 had a dollars sign and should be 1,000 hours.

**Article 24**  
Agreed

**Article 25**  
Agreed

**Article 26**  
Agreed

**Article 27**  
Agreed

## **Article 28**

Agreed

## **Article 29**

Health care coverage- The old contract sections 1, 2, and 3 are acceptable to both sides. Section 4 would be amended to read 20% rather than a dollar amount. That would be both for family coverage or single coverage and a proposal by the commissioner that section 5 would be eliminated from the new contract. Section 6 to remain in contract. Further the proposals of union are rejected.

## **Article 30**

Wages

Items 1,2,3,4,5 is just as it was

Number 6, The fact finder finds that under 6 Dog Kennel Clerk 2

Number 7,8 is the same

Number 9- has the Account Clerk II and then we add Purchasing Specialists as another category

Number 10,11,12,13 is the same

Number 14 there is a change, the no classification currently assigned is removed and there is inserted Info Technology Technician I.

Number 15- There are 3 categories, add the Maintenance Repair Worker 2, Telecommunications Technician 1 and then the Maintenance Technician.

Number 16- Originally there was no classification but now there will be, Info Technology Technician 2

Number 17, Day System Manager is out.

Section 2-Effective date December 24, 2005. The Fact Finder finds that Section 2 through 4 in the contract, remain the same for the life of the contract.

Section 5 Employees who are actively employed as of December 23, 2006, shall receive an across the board adjustment of two percent(2%) per hour to their existing hourly rate of pay, provided that said adjustment does not increase their hourly rate of pay beyond the maximum hour rate for the pay grade to which their job classification is assigned. Such adjustment shall become effective with the pay period beginning on December 24, 2006.

Section 6 Employees who are actively employed as of December 22, 2007, shall receive an across the board adjustment of two percent(2%) per hour to their existing hourly rate of pay, provided that said adjustment does not increase their hourly rate of pay beyond the maximum hour rate for the pay grade to which their job classification is assigned. Such adjustment shall become effective with the pay period beginning on December 23, 2007.

Section 7 Employees who are actively employed as of December 20, 2008, shall receive an across the board adjustment of two percent(2%) per hour to their existing hourly rate of pay, provided that said adjustment does not increase their hourly rate of pay beyond the maximum hour rate for the pay grade to which their job classification is assigned. Such adjustment shall become effective with the pay period beginning on December 21, 2008.

Section 8 instead of 3% it will be 5%

Section 9 is the same

Section 10 is the same

Section 11-is changed, accordingly \$ .25 to \$.35  
\$.30 to \$.40  
\$.35 to \$.45  
\$.40 to \$.50

**Article 31**  
Agreed

**Article 32**  
Agreed

**Article 33**  
Agreed

**Article 34**  
Agreed

**Article 35**  
Agreed

**Article 36**  
Agreed

**Article 37**  
Agreed

**Article 38**  
Duration of Agreement  
They have agreed to part of the list which they have indicated has been resolved. The agreement shall be in effective from December 23, 2006 and shall remain in full force and effect until midnight on December 23, 2009.

**Appendix A, Payroll Deduction Authorization Form**  
Agreed

**Appendix C, Grievance Form**  
Agreed

**Appendix D, Drug and Alcohol Policy**  
Agreed

**Appendix E, Panel of Arbitrators**  
Agreed

**Side Agreement, Uniforms**  
Agreed

**Side Agreement, Uniforms Deputy Dog Wardens**  
Agreed

### **The Side Agreements**

#### **Optional Benefit Programs**

The Commissioner proposed language that should be incorporated in the side agreement.

#### **Work Boots**

The provision in present contract to remain the same.

#### **CDL Drivers**

The proposal by the Commissioners will pay \$.25 per hour in addition to the regular salary for these drivers. The Union has requested \$.50 per hour and the fact finder finds that the \$.50 per hour is a reasonable amount for these drivers

*Several unresolved issues the first one being:*

#### **Uniforms**

After reviewing both parties proposals the fact finders opinion is that the uniform provision as found in the contract May 2000-April 2006 remain in the present contract

#### **Uniform Deputy Dog Warden**

Remains the same as in the old contract

#### **One Time Payment**

Remains the same as in the old contract

#### **Wage Reopener**

Remains the same as in the old contract

**Maintenance Workers I and II**

Remains the same as in the old contract, I believe this provision was agreed on by both sides

**Bilingual Pay Supplements**

Remains the same as in the old contract

**Beeper Pay**

Remains the same as in the old contract

**SubContracting**

The Fact Finder finds for the Union Proposal

**Printing of Contract**

The Fact Finder finds for the Union Proposal

**PAC Check-off**

The Fact Finder finds for the Union Proposal

Respectfully submitted,



Elmer G. Cowan  
2639 Wooster Road  
Rocky River, Ohio 44116