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**IN THE MATTER OF FACT-FINDING PROCEEDINGS
BETWEEN**

EMPLOYMENT
RELATIONS BOARD

Mahoning County Sanitary Engineer

(Case No.: 07-MED-02-0121 2007 DEC -5 A II: 58

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and

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Mahoning County Sanitary Engineer
Employees Union

(Hearing Date: 7/27/07

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(Findings and Recommendations:

12/5/07

Representing the County:

Susan Quimby
Director of Human Resources

Representing the Union:

Dennis Haines, Esq.
Attorney

William J. Miller, Jr.
Fact Finder

SUBMISSION

This matter concerns fact-finding proceedings between the Mahoning County Sanitary Engineer (hereafter referred to as the “County”) and the Mahoning County Sanitary Engineer Employees Union (hereafter referred to as the “Union”). The State Employment Relations Board (SERB) duly appointed William J. Miller, Jr. as Fact-Finder in this matter.

The Fact Finding proceedings were conducted pursuant to the Ohio Collective Bargaining Law, and the rules and regulations of the State Employment Relations Board, as amended. The County and the Union previously engaged in the collective bargaining process before the appointment of a Fact Finder. The parties advised the Fact Finder that a number of tentative agreements were previously made during negotiations, and such tentative agreements are to be incorporated in the final Agreement.

Prior to the hearing, the parties submitted detailed position statements to the Fact Finder in accordance with the Ohio Revised Code. These statements have been reviewed and have been carefully considered. On July 27, 2007, the parties requested that the Fact Finder conduct mediation of the issues in dispute. This occurred in Youngstown, Ohio on July 27, 2007, and while there were certain understandings reached by the parties, not all issues were resolved. This Fact Finder then conducted a Fact Finding hearing. Subsequent to the conclusion of the Fact Finding hearing, the parties agreed to extend the

submission of this report until December 5, 2007. The following issues were considered during Fact Finding:

1. Christmas Eve as an additional holiday
2. Employer pick up of employees pension contribution
3. Hospitalization coverage

ISSUE NO. 1.

CHRISTMAS EVE AS AN ADDITIONAL HOLIDAY

UNION POSITION

It is the position of the Union that Christmas Eve should be considered as being an additional holiday. It is contended by the Union that this day is a holiday in many other areas of the County, and it should be a holiday for the employees in this unit. The Union would also point out that some employees in this bargaining unit had a portion of Christmas Eve off, and it would be more consistent and efficient for all concerned to consider Christmas Eve as being a holiday.

COUNTY POSITION

It is the position of the County that sufficient holidays are provide for employees in the bargaining unit. The County would point out that there is no basis for establishing another holiday during the calendar year, as employees are able to be off work on a consistent basis for holidays. To have Christmas Eve as a holiday is unnecessary, as the employees already have a number of holidays. The County would therefore request that the additional holiday not be granted.

FINDINGS AND RECOMMENDATIONS

I have carefully considered the positions and contentions of the parties related to the Union's request that Christmas Eve be considered as a holiday. Undoubtedly, as the County has pointed out, there are a number of holidays available for employees in the bargaining unit. It is also readily apparent that Christmas Eve is a holiday in other units within the County. In my considered opinion, based upon the evidence and testimony provided, and in light of all of the circumstances involved, it is my recommendation that the County make Christmas Eve a holiday. It is my opinion that to do so would not create an undue hardship upon the County to complete its necessary work in an efficient manner.

ISSUE NO. 2

EMPLOYER PICK UP OF EMPLOYEES PENSION CONTRIBUTION

UNION POSITION

It is the position of the Union that the County should pick up the employees' portions of their pension contribution up to a maximum of 10%. The Union contends the employees' pension contribution is scheduled to increase to 10%, effective January, 2008, and it would be appropriate to have the County pick up this contribution for employees in the bargaining unit. The Union would note that there are certain departments within the County where it has been agreed that the pension pick up will occur as has been requested by the Union.

COUNTY POSITION

It is contended by the County that there is a growing concern over the retirement contributions that are made for County employees. The County would point out that the employee's contribution to the Ohio Public Employees Retirement System was previously made by the County because it was an incentive to gain and maintain County employment, because in the past County employees were often paid less than the private sector. It is pointed out by the County that, as years progressed, the percent rate increased, and it is now 9.5% and will increase to 10% in 2008. It is the position of the County that employees should contribute to their own retirement. The County requests that the maximum contribution rate that it should contribute toward the employees' share should be 9.5%. For the year 2008, the employee would only be required to contribute ½ of 1% of their total earnable salary. The County calculates employees in the bargaining unit would only be required to make a contribution between \$250 and \$300 for the year. The County also attempted to resolve this matter by offering to place an additional amount of money in base rates, in the amount of 1.75% for all classifications. Because this offer was part of a package, and the employees had to accept paying the ½ % PERS contribution, but refused to accept the PERS contribution, the County withdrew its offer to increase the base rates an additional 1.75% for all classifications.

FINDINGS AND RECOMMENDATIONS

Upon carefully reviewing the position of the parties concerning the issue of the County picking up the employees' portion of the employees' pension contribution, it is readily apparent that a significant benefit exists for employees, when the County pays the

employees' share of pension contributions. I recognize, as has been explained by the County, that pension contributions have been made in the public sector for the purpose of attracting and retaining employees, so as to keep them from going to work in the private sector. It is also clear that for the County to make such payments results in a significant cost to the County. Accordingly, while I recognize the County has a need to attract and maintain qualified employees, there is also a need for the County to control its costs regarding pension contributions that it makes for its employees. Therefore, in my considered opinion, in order to provide an opportunity for the County to meet both of its objectives in this regard, I would recommend that the County pay the 10% pension contribution for bargaining unit employees who are on the payroll on December 31, 2007. I would also recommend that this 10% contribution not be increased by the County during the term of the new Agreement, regardless of what the pension contribution may increase to during the term of the Agreement. Finally, for new employees hired into the bargaining unit, a two tier system should be implemented, which will require the County to pay 70% of the employees' pension contribution for the first year of employment, 80% of the employees' pension contribution for the second year of employment, 90% of the employees' pension contribution for the third year of employment and 100% of the employees' pension contribution for the fourth year of employment and thereafter.

ISSUE NO. 3

HOSPITALIZATION COVERAGE

COUNTY POSITION

It is the County's position that because the Ohio Revised Code, Section 305.171 vests exclusive contracting authority to the Board, it has the right to select carriers and providers for health care, and to determine the method of provision and coverage that is available to the employees. However, the County contends its ability to exercise this right has been diminished by restrictive language in the labor Agreement. The County's position is two-fold, that is, first for employees in the bargaining unit to pay, at minimum, ten percent of the cost of their health care, and secondly, that the language in the Agreement to be non-restrictive so as to allow the County to make plan changes as needed in order to contain the cost of health care. With respect to such language, the County proposes it should read as follows:

Hospitalization Coverage: The Employer shall make available to all full-time bargaining unit members comprehensive major medical/hospitalization health care insurance. In as much as R.C. 305.171 vests exclusive contracting authority for insurance purposes with the Board of County Commissioners, the Board shall select carriers/providers and otherwise determine the method of provision and coverage. The participating employee may elect coverage (i.e. single, family, two party, etc.) as provided under the offered plan(s). The Employer agrees that bargaining unit members will be provided with the same plan offerings as non-bargaining unit employees of the Board of Commissioners."

UNION POSITION

It is the position of the Union that it recognizes the issues related to health care, and the cost that are paid by the County. While the Union is willing to make contributions concerning the cost of health care, it is concerned with giving the County an unlimited right to make changes in plan designs. The Union contends if the County

could make changes in any manner that it deems appropriate, members of the bargaining unit would be at risk for paying increased costs for their health care coverage. As indicated, while the Union has agreed for bargaining unit members to make payments for health care costs, plan design changes could add substantial costs to bargaining unit members. It is contended by the Union that this approach would be inappropriate.

FINDINGS AND RECOMMENDATIONS

I have carefully reviewed the positions and contentions of the parties regarding the issue of health care costs, the amount of contribution to be made by employees in the bargaining unit, and appropriate language for the County to be able to help control its health care costs. Upon carefully reviewing the information which has been submitted, and assessing the overall situation, it becomes readily apparent that health care costs have been consistently increasing, and have continued to be a greater burden for the County. Obviously, the County needs to continue to review its health care costs, and needs to do what it can, to provide acceptable coverage for its employees, while looking for ways to minimize its overall health care costs. It is also necessary, in this environment of escalating health care costs, for employees to assist the County in terms of making individual contribution for their health care. This is usually accomplished by individual employee contributions, but can also include variations in the health care coverage that is provided by the County. In this case, it appears that over the long term, it will be necessary to have a combination of employee premium contributions and acceptable plan designs of health care programs. It is important when meeting its health care cost objectives, that the County provide an appropriate balance between the kind of plan that

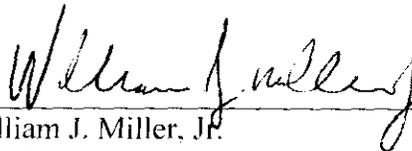
is designed and the manner in which employees make contributions for their health care premiums.

In this specific case, based upon the relevant record, it is my recommendation that the bargaining unit employees contribute 10% of the cost of their health care premium. With respect to contractual language which will help to assist the County in containing their health care costs, I would propose that the following language be incorporated in the Agreement:

Hospitalization Coverage: The County shall make available to all full-time bargaining unit employees comprehensive major medical/hospitalization health care insurance. The County shall select carriers/providers and otherwise determine the method of providing such coverage. Provided, however, that no bargaining unit employee shall pay, because of plan design changes, more than \$250 per year above the amount that would be paid based on the hospitalization coverage in effect as of January 1, 2007. If such is the case, the employee will be reimbursed by the County for such payments. Furthermore, this provision will have no effect on vision coverage as it presently provided for in the Agreement, and the County will continue to pay for vision coverage.

CONCLUSION

In conclusion this fact-finder submits his findings and recommendations as set forth herein.



William J. Miller, Jr.
Fact-Finder
December 5, 2007