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IN THE MATTER OF FACT-FINDINGS PROCEEDINGS  
PUBLIC EMPLOYMENT RELATIONS BOARD

2008 SEP -8 A 10: 47

Belmont County Engineer

( Case No.: 08-MED-01-0047

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( Hearing Date: August 1, 2008

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And

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( Findings and Recommendations:

( September 4, 2008

AFSCME, Ohio Council 8, Local 3285

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Representing the Employer:

Benjamin S. Albrecht, Esq.  
Attorney

Representing the Union:

Cindy A. Michael  
Staff Representative

William J. Miller, Jr.  
Arbitrator

## SUBMISSION

This matter concerns fact-finding proceedings between the Belmont County Engineer (hereafter referred to as the "Employer") and AFSCME, Ohio Council 8, Local 3285 (hereafter referred to as the "Union"). The State Employment Relations Board (SERB) duly appointed William J. Miller, Jr. as fact-finder for 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 Employer and 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 made and 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 August 1, 2008, the parties requested that the fact finder conduct mediation of the issues in dispute. Mediation was not successful, and the 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 September 4, 2008. The following issues were considered during fact finding.

1. Health Insurance
2. Wages
3. Duration

Issue No. 1                      Health Insurance

### **Employer Position**

Because of increased costs, the Employer proposed modifying the language of the Agreement associated with health insurance. It is the position of the Employer the AFSCME care plan, which provides dental and prescription coverage for employees, costs \$30 more per month than the County dental/prescription plan. It is also pointed out by the Employer there is a provision in the Agreement which permits employees to jump to the County's prescription plan, which causes additional costs to the Employer for those employees choosing the County insurance plan and prescription/dental plan. The Employer proposed a 10% contribution with a cap of \$50 for single coverage and \$105 dollars for family coverage in 2008, a cap of \$55 for single coverage and \$115 for family coverage in 2009, and a cap of \$60 for single coverage and \$120 for family coverage in 2010. For employees electing the County insurance and the AFSCME Care plan, the Employer proposes an employee contribution of 14% of the cost of the County Medical Insurance Premium with a cap of \$65 per month for single coverage and \$125 for family coverage for 2008, a cap of \$70 per month for single coverage and \$135 per month for

family coverage in 2009, and a cap of \$75 for single coverage and \$145 per month for family coverage in 2010. The Employer would point out the caps it has proposed, with respect to family coverage, is less than the statewide average for 2007.

In addition to the foregoing, the Employer proposes removing Paragraph C from Section 32.6 which permits employees to move to the County Drug Plan upon exceeding the maximum amount allowable under the AFSCME prescription plan. The Employer contends even though the employees pay 100% of the premium if they choose to move to the County plan, it is not without cost to the Employer. As a minimum, since 2003 this movement has cost the Employer \$12,500.

### **UNION POSITION**

It is the position of the Union that it is willing to provide changes in the Agreement to assist the Employer with its health care costs, but not to the extent proposed by the Employer. The Union would propose the following with respect to Section 32.2 of the Agreement.

#### **Section 32.2**

- 1) Effective June 1, 2008, employees enrolled with Health Plan HMO or PPO of the Upper Ohio Valley, or any of their successors shall pay a monthly premium of twelve (12%) percent for Single Hospitalization coverage but not to exceed Fifty Dollars (\$50.00) per month. Employees with Family Hospitalization coverage shall pay a monthly premium of twelve (12%) percent of the total monthly premium cost not to exceed One Hundred Ten Dollars (\$110.00) per month.
- 2) Effective June 1, 2009, employees enrolled with Health Plan HMO or PPO of the Upper Ohio Valley, or any of their successors shall pay a monthly premium of twelve (12%) percent for Single Hospitalization coverage but not to exceed Fifty-Five Dollars (\$55.00) per month. Employees with Family Hospitalization coverage shall pay a monthly premium of twelve (12%) percent of the total monthly premium cost not to exceed One Hundred Fifteen Dollars (\$115.00) per month.
- 3) Effective June 1, 2010, employees enrolled with Health Plan HMO or PPO of the Upper Ohio Valley, or any of their successors, shall pay a monthly premium of twelve (12%) percent for Single Hospitalization coverage but not to exceed Sixty Dollars (\$60.00) per month. Employees with Family Hospitalization coverage shall pay a monthly premium of twelve (12%) percent of the total monthly premium cost not to exceed One Hundred and Twenty Dollars (\$120.00) per month.

As part of its position, the Union would also make the following proposal regarding Section 32.6(B)

- B. In addition to the amount listed in "A" above the Employer shall contribute the following amounts for the AFSCME Prescription Drug Card:

Effective March 19, 2008, One Hundred Fifty (\$150.00) Dollars per month per each bargaining unit employee plus Thirty-Four (\$34.00) Dollars as outlined in "A" above for an aggregate amount of contribution on One Hundred Eighty-Four (\$184.00) Dollars per month per employee.

Effective January 1, 2009, One Hundred Fifty (\$150.00) dollars per month per each bargaining unit employee plus Thirty-Four (\$34.00) Dollars as outlined in "A" above for an aggregate amount of contribution of One Hundred Eight-Four (\$184.00) Dollars per month per employee.

Effective January 1, 2010, One Hundred Fifty (\$150.00) Dollars per month per each bargaining unit employee plus Thirty-Four (\$34.00) Dollars as outlined in "A" above for an aggregate amount of contribution of One Hundred Eighty-Four (\$184.00) Dollars per month per employee.

The Union believes this change is necessitated because of the increased costs which have taken place in the past. The Union also asserts the cost increase would be moderate and would remain unchanged for three years during the duration of the Agreement.

With respect to employees exceeding the amount under the AFSCME Care Plan and being enrolled under the County Drug Plan, the Union would see no reason to alter the existing language. It is the position of the Union that few employees have made the move to the County Drug Plan, and the effect on the Employer should not be significant.

### **FINDINGS AND RECOMMENDATIONS**

I have carefully considered the positions of the parties related to this issue. Undoubtedly, the Employer has a legitimate concern related to the amount of money it needs to expend for health care coverage for its employees. The proposals made by the Employer are for the purpose of reducing its health care costs. Interestingly, the position being taken by the Union also shows that the Union is willing to make modifications for the purpose of reducing the Employer's health care costs. It becomes readily apparent that the position of the parties concerning this issue are such that there are not major differences in the cost savings realized by each of the proposals. Obviously, the proposal submitted by the Employer is more cost effective of the proposals, but in my considered opinion, the overall proposal made by the Union in this specific circumstance is not unreasonable. Furthermore, such proposal will have the effect of reducing the health care costs of the Employer. It is also evident that only a few employees have moved from the

AFSCME Care Plan to the County Plan when coverage has been maximized, and it is conceivable this circumstance may not be continuing in nature. When the entire record is carefully considered, it is my recommendation that the proposals made by the Union concerning this issue are more reasonable than the position advanced by the Employer. It is my recommendation that the health insurance proposals made by the Union be implemented.

Issue No. 2 WAGES

### **EMPLOYER POSITION**

The Employer proposes that a 3 percent wage increase be made effective with the pay period that closes near the signing date. Secondly a 2 percent increase be given one year from the 2008 increase, and a 2 percent increase two years from the 2008 increase.

Additionally, in recognition of the period spent bargaining, the Employer proposes a lump sum payment of \$350 in lieu of retroactivity for all forty hour per week employees, and a lump sum payment of \$300 in lieu of retroactivity for all thirty five hour per week employees.

The Employer believes the wages and retroactive payments suggested are fair, consistent with prior bargaining, and appropriate, based upon the increased costs which are being endured by the Employer.

### **UNION POSITION**

The Union proposes a 4 percent increase effective March 20, 2008, a 4 percent increase March 19, 2009, and a 3 percent increase effective March 18, 2010.

The Union also proposes effective upon signing the Agreement all 40 hour per week employees shall receive a lump sum payment of \$500 in lieu of retroactivity, and all thirty five hour per week employees receive a lump sum payment of \$450 in lieu of retroactivity.

### **FINDINGS AND RECOMMENDATIONS**

After reviewing the evidence and submissions of the parties regarding this issue, it is my recommendation that wages be increased 3 percent, effective with the first full pay period after the parties conclude an Agreement. It is recommended that wages be increased 3 percent on March 19, 2009 and wages be increased 3 percent on March 18, 2010.

It is recommended that all 40 hour per week employees shall receive a lump sum

payment of \$425 and all thirty five hour per week employees shall receive a lump sum payment of \$375 in lieu of retroactivity.

Issue No. 3 DURATION

**EMPLOYER POSITION**

The Employer proposes a three year Agreement, which will become effective upon signing. The Employer contends this would be appropriate, as a lump sum is being proposed because the Agreement expired five months ago.

**UNION POSITION**

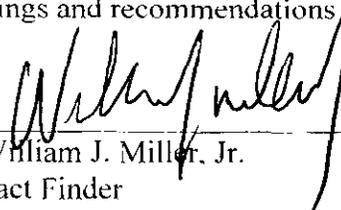
The Union proposes the Agreement be effective March 19, 2008 and remain in effect until midnight March 20, 2011.

**FINDINGS AND RECOMMENDATIONS**

It is my recommendation that it would be more appropriate to have the Agreement become effective as the Union proposes, March 19, 2008 and remain in effect for three years, until midnight, March 20, 2011.

**CONCLUSION**

In conclusion this Fact Finder submits his findings and recommendations as set forth herein.

  
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William J. Miller, Jr.  
Fact Finder  
September 4, 2008