



**STATE OF OHIO**  
**STATE EMPLOYMENT RELATIONS BOARD**

STATE EMPLOYMENT  
RELATIONS BOARD

2009 JUL 17 P 3: 25

**IN THE MATTER OF FACT FINDING BETWEEN:**

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 284**

**and**

**FRANKLIN COUNTY CHILD SUPPORT ENFORCEMENT  
AGENCY**

SERB Case # 08-MED-12-1419

Fact Finding Report

E. William Lewis, Fact Finder

Presented to:

Mr. J. Russel Keith, General Council & Assistant Executive Director  
State Employment Relations Board  
62 East State Street, 12th floor  
Columbus, Ohio 43215-4215

and

Mr. Aaron L. Granger, Esq.  
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Mr. Don Mann, Business Agent  
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In attendance for the Employer:

Mr. Aaron Granger	Attorney--Advocate
Mr. Robert Weisman	Attorney--Advocate
Ms. Susan Brown	Director, FCCSEA(witness)
Ms. Melinda Carlson	Litigation Mgr. FCCSEA
Ms, Christy Russell	OMB Asst. Dir. BOC(witness)
Ms. Margret Snow	HR Director, BOC
Mr. Scott Solsman	Asst. HR Director, BOC
Mr. Stephen Wygle	Quality Assurance Mgr.-FCCSEA

In attendance for the Union:

Mr. Joshua McInerney	Attorney--Advocate
Mr. Don Mann	Business Representative--IBT
Ms. Norma Barnes	Support Officer-Chief Steward
Ms. Donn Brust	Support Officer-Union Steward
Ms. Valerie Dillon	Support Officer-Establishment
Ms. Nickkie Gurley	Legal Secretary, Litigation
Ms Angie Lightle	Support Officer/ Est., Steward
Ms. Debra Osborn	Client Information-Enforcement

## **AUTHORITY**

In keeping with agreements between the parties, provisions of ORC 4117, and rules and regulations of the Ohio State Employment Relations Board(SERB), this matter was brought before SERB appointed Fact Finder, E. William Lewis. The parties have complied in a timely manner with all procedural filings. The matter is properly before the Fact Finder for consideration and determination in accordance with the terms of ORC 4117.

## **BACKGROUND:**

The Employer, Franklin County Child Support Enforcement Agency, hereinafter known as the County/FCCSEA, employs approximately 206 personnel. Their employees are represented by the International Brotherhood of Teamsters, Local 284, hereinafter known as the Union/IBT. The following classifications are in the bargaining unit: Clerk, Secretary 1 & 2, Client Information Specialist, Cashier, Account Clerk 1 & 2, Legal Secretary 2, Software Specialist, Paralegal, and Support Officers 1 & 2.

The Agency, through its bargaining unit employees, provides for the establishment and enforcement of legal obligations regarding payment of child support in Franklin County. In so doing, bargaining unit member's assignments may include locating or relocating absent parents responsible for child support, establishing paternity for children born out of wedlock, establishing and enforcing orders for medical insurance, and enforcing existing court-ordered support obligations.

The Collective Bargaining Agreement(CBA) expired on March 31, 2009, and was extended through April 30, 2009. Bargaining commenced in February, and they had several sessions which included the services of a SERB mediator. Many issues were resolved, however, twelve Articles, and portions thereof, plus three new issues remained for Fact Finding.

By mutual agreement, the parties met with this fact finder on June 2, 2009. With so many open issues, the session was used for mediation. As a result of the parties efforts, the open Articles were reduced to five. Due to scheduling conflicts, a Fact Finding Hearing was delayed until June 29, 2009.

The Hearing commenced at 9:00am, on June 29. It was adjourned after the parties affirmed that they had no additional information to submit into the Hearing Record. Both parties affirmed, that they had ample opportunity to submit their relevant information and evidence into the Record.

This Fact Finding Report is based on the facts and evidence submitted. And is in compliance with ORC 4117.14(C)(4)(e), and rules and regulations of the State Employment Relations Board. The following criteria were given consideration in making this Recommendation:

- (1) Past collective bargaining agreements, if any, between the parties;
- (2) Comparison of the unresolved issues relative to the employees in the unit with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the classification involved;
- (3) The interest and welfare of the public, the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;
- (4) The lawful authority fo the 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 determination of the issues submitted to mutually agreed-upon dispute settlement procedures in the public service or in the private employment.

#### **ISSUES:**

The following issues remained unresolved at the Hearing:

#### **ARTICLE 14 HEALTH INSURANCE BENEFITS**

#### **ARTICLE 15 HOLIDAYS**

**ARTICLE 35 SICK LEAVE AND WELLNESS INCENTIVE  
(IBT: BEREAVEMENT LEAVE)**

**ARTICLE 40 WAGES**

**ARTICLE 41 DURATION**

The format of this Report will be to list the Article, followed by a brief review of each party's position, and a fact finder discussion regarding the unresolved issues. My recommendation(s) will be accompanied by the Agreement language, when appropriate, reflecting the recommended changes.

**ARTICLE 14 HEALTH INSURANCE BENEFITS**

**UNION POSITION:**

In paragraph one of this Article, the IBT is expanding their "me too" acceptance of the County's medical benefits plan. They propose that the "me too" include all other County employees, rather than "employees under the direct auspices of the Franklin County Board of Commissioners". The Union argued that the protection needs to be Countywide. There, per the Union, are only fourteen of the thirty four Agencies under the direct auspices of the Commissioners.

The IBT also proposed increasing their premium contributions. Their contributions would increase from \$35 per month(employee and children), and \$85 per month(including spouse), to premiums equal to all other County bargaining unit employees, upon the approval of this Agreement. These increased contributions are contingent upon the County accepting the Union's wage proposal. They stated that their proposal was "apples to apples", since other bargaining units were getting wage increases of 4% +.

**COUNTY POSITION:**

Effective January 1, 2009 through December 31, 2009, bargaining unit employees will pay \$50/mo., for themselves and any child(ren), and \$110/mo., for those choosing to add a spouse to the coverage.

Regarding the medical benefits plan, the County proposed current language. However, the Agency also proposed opening negotiations on this Article, commencing October 1, 2009.

Continuing escalation of health care costs necessitates employees contributing some percentage, they argued. These employees have a "Cadillac Plan" and increased contributions are in order. Health care costs have risen 8.8% in 2009, despite creative design changes. To the Teamsters credit, they have proposed the same contributions as other bargaining units are contributing who are under the direct auspices of the Commissioners. However, they cannot be tied to wages, since they (IBT) are enjoying the benefits of the plan.

The County's position of current language, regarding employees under the plan allows the County to maximize savings, reduce administrative costs and eliminate confusion. To change the language to include other County Agencies potential health plans, not under the direct auspices, could reduce necessary savings, and create possible disputes as to what benefits apply.

A re-opener is appropriate at this time because of the current economic volatility, argues the County. It is the only sensible thing to do in today's ever changing economy, argues the Employer.

#### **DISCUSSION:**

Although the IBT proposed expanding the "me too" concerning the County's medical benefits plan, evidence does not support the need. Submitted evidence showed that a number of other County contracts have language similar to this Agreement. Furthermore, Employer testimony noted that thirty three of the thirty four County agencies are under the same Countywide medical benefits plan, as is this unit.

Regarding the premium contributions, the future economy is more blurred than ever. These are extraordinary times. The nation is experiencing a serious economic recession that is more widespread than any this fact finder has experienced. The Union's argument regarding premium contributions has merit.

Premium contributions are part of the economic package, and should be commensurate with what other County employee unions are paying, and scheduled to pay. However, considering the 8.8% increase of health insurance costs, and the recommended date of the wage increase, an increased contribution is appropriate, in the fact finder's opinion. Furthermore, even with the increased premium, employees with children are only paying 4.9%, and with full coverage would pay 10.9% of the total annual composite premium rate.

Re-openers are not preferred by this fact finder, because bargaining is an adversarial process that tends to disrupt the workplace. Employees and management are not as mission focused. However, in uncertain times, labor contracts have used re-openers to give both parties an opportunity to address uncertainty, and the flexibility to reach an agreement.

**RECOMMENDATION:**

ARTICLE 14, Paragraph one: current language.

Delete paragraphs two, three and four in the current Agreement and insert the following paragraph to read as follows:

Effective the first day of the month following the approval of this Agreement by the County Commissioners, employees will pay \$50 per month for employees to cover themselves and any child(ren) they may have, and \$110 per month for employees who choose to cover their spouse. This \$110 is not in addition to the \$50, that is to say, in the event that an employee chooses to cover him/herself, any children and his/her spouse, he/she will pay \$110 to cover them all.

Add the following:

There shall be a re-opener on this ARTICLE 14-HEALTH INSURANCE BENEFITS, and the parties will commence bargaining on or about October 1, 2009, unless mutually agreed to extend. Any negotiated changes are to be effective January 1, 2010.

## **ARTICLE 15 HOLIDAYS**

### **UNION POSITION:**

The Union is proposing to add one additional Holiday, the Day After Thanksgiving, equaling eleven. They point out, that at least three of the County's contracts provide for the Day After Thanksgiving, as a Holiday. One of those three Agencies is Jobs and Family Services, which shares the building with FCCSEA.

They also propose to change # 12, of Article 15, to add one additional personal day, equaling two (2). According to the Teamsters, this unit is primarily composed of female employees, many of which are single parents. Therefore, one personal day is insufficient. One additional day would help provide for child care needs, and better balance work and family. Five other County entities provide the equivalent of two personal days. Furthermore, the 2006 fact finder recommended one additional personal day, and our needs have not changed. Their proposals are fair and equitable and are deserving, claims the Union.

### **EMPLOYER POSITION:**

The County is proposing current language. The vast majority of County Departments have ten holidays. FCCSEA wants to be open for client service on the day after Thanksgiving. Bargaining unit members already enjoy generous amounts of vacation, holidays, personal days and sick leave, according to the Employer.

Regarding personal days, their position is the same. Most County Departments have one personal day. These Agencies or Departments, that offer more than one personal day are not under the direct auspices of the County Commissioners. The Sheriff and County Engineer are independently elected, and the Veterans Commission and MRDD have their own Boards. These entities can make independent decisions within the County budgeted amounts.

## **DISCUSSION:**

The points of view between unions and employers are divergent regarding paid time off. Employers see it as two fold, it is an economic expense and a potential loss of service. Unions, on the other hand argue, it being a no cost and limited service loss.

The fact finder cannot ignore the traditional costing of a collective bargaining package. A paid day off, is a paid day off. Depending on the type and amount of paid time off, employment levels can be impacted. In this case, the IBT proposed additions impact the service providing, differently. Neither of the two proposed additions, in and of themselves, would impact employment levels, but would impact the amount of service provided. One additional holiday would reduce the Agency's amount of provided service. However, the added personal day, in the fact finder's opinion, would not meaningfully impact service. Considering the other issues involved in this particular bargaining process, and the number of comparable bargaining units with two or more personal days, one additional day is in order.

## **RECOMMENDATION:**

Change ARTICE 15 Holidays, number 12, first paragraph to read as follows:

Full time and part time employees shall receive one (1) personal day each calendar year beginning January 1, 2009, to be used in fifteen minute increments. Effective January 1, 2010, full and part time employees shall receive two (2) personal days each calendar year, to be used in fifteen minute increments. For part time employees one (1) personal day shall be equivalent to four (4) total hours. New hires who have completed three full calendar months of employment with the Agency shall be eligible for one personal day during that calendar year. Unused personal days may be carried forward into the next calendar year.

## **ARTICLE 35 SICK LEAVE USAGE AND WELLNESS INCENTIVE**

**UNION POSITION:**

The Union is proposing to amend Article 35, to provide for a separate bereavement clause. It would allow for three or five days off, depending on the loss. They point out that the Sheriff's Office has two contracts which provide what they are proposing. Employees, according to the IBT, should not be required to use sick leave time for bereavement purposes. The Union Advocate states that this is part of a total economic package, and it is well balanced, especially considering their one personal day limit.

**EMPLOYER POSITION:**

Current contract, regarding this issue is the County position. They point out, that except for the Sheriff's two contracts, all other County Agencies address bereavement as a part of their Sick Leave provision. The Employer already provides a generous amount of sick leave, which can be used for bereavement purposes. There is no justification to provide this additional benefit in today's economic climate, declares the County.

**DISCUSSION:**

Internal comparables, with the Sheriff's exception, do not support the Union's proposal. Furthermore, there was no evidence submitted showing this unit experiencing any abnormal losses due to deaths.

**RECOMMENDATION:**

Current language, except as heretofore tentatively agreed to between the parties.

**ARTICLE 40 WAGES**

**UNION POSITION:**

The Union proposes a three (3) percent wage increase, plus a market adjustment, for each of three years. Increases are to be effective January 1, of each year, commencing in 2009 through 2011. Additionally, they are

requesting a "Loyalty Incentive" of \$0.25 to \$1.00/ hr., for employees with five or more years of service.

The Agency, according to the IBT Advocate, has been self-funded since 2004. No dollars have been from the General Revenue Fund, since then. Not only are they self-funding, but they pay the County for services used. There is no inability to pay the IBT proposal, they declare. The Union is asking for no more than the other County bargaining units received in their contracts.

A "Loyalty Incentive" is important for this Agency, because of their high rate of turnover. Nearly forty percent of the bargaining unit has less than five years of service, according to the IBT. An incentive of increased dollars for increased years of service, will help retain employees. The more senior the employee, the more efficient, with goals met, equals more funding dollars, claims the Union.

Furthermore, the County conducted a wage study through the Archer Company. The results evidenced the Agency's bargaining unit classification's starting rates, from 7.6% to 17.9% below the comparable surveyed data(UE-Wages). These employees deserve our proposed increases. Our proposal would help stop turnover and reward our members for their good work, declares the Union. This bargaining unit is being treated as second class employees, and the IBT requests the fact finder to recommend their proposal.

#### **EMPLOYER POSITION:**

The County is proposing a \$457.60 annual increase, equaling \$0.22/hr., or an average of 1.5%, for all bargaining unit classifications. This increase is to be effective January 1, 2009. After calculating the \$457.60 annual increase, employees with an annual salary less than 91% of the proposed minimum pay range of their classification(Archer Study), will receive a market adjustment. The adjustment will increase their dollar amount the equivalent to bring the employee up to 91% of the proposed minimum pay range, per the Archer Survey.

For year's two and three, of the Agreement, the parties will re-open negotiations for Health Insurance Benefits and Wages. The negotiations will commence on October 1, 2009, with changes to be effective January 1, 2010.

The County points out, that the landscape has changed dramatically, since 2008. County agreements in 2008 and prior, were done in an entirely different economic environment. We are not singling out this unit, but only addressing the economic climate that we are facing.

Look at all parts of the County. The State, after getting wage concessions from most of its employees, is still trying to fill a 3.2 billion dollar deficit. Columbus has also received concessions and wage freezes from its employees. They are also asking the voters for a one-half percent income tax increase. Even the Fact Finding Pre-submittals, dated June 1, 2009, are wrong, points out the County(ET-1). We understated unemployment in Ohio and Franklin County, which is affecting revenue and collections.

The County is not proposing freezes or wage cuts, as many other public entities are doing. However, a re-opener is necessary because of our rapidly changing economic climate, declares the Employer.

## **DISCUSSION:**

There is no doubt that the nation, State and local area are facing a severe economic crisis. The County's sales tax revenues are on a rapid decline, even below reduced estimates for 2008 and 2009(EE-25). The primary revenue source for the County is sales tax, and with unemployment in the State over 10% and the County over 8%, spending will be down. Employer witness Russell's testimony, showed nearly all County sources of revenue on the decline. No one seems to know where or when we will hit bottom.

Although this Agency is self-funded, its sources of funding are reducing their allocations. The State of Ohio has already reduced their allocations to Child Support Enforcement Agencies by 17%, according to an Employer witness and submitted evidence(EE-26).

The County has generally “patterned” bargained with their various unions. Many examples of this exist, most notably being general wage increases and the Health Insurance Benefit Plan provisions, in their existing contracts. The Union’s proposals, in a “normal” year of bargaining, tracks other County contracts that were negotiated in 2007 and early 2008. Unfortunately, for this bargaining unit, they are the early unit to open bargaining in this economic recession.

The fact finder cannot ignore difficult economic times. Evidence is all around, of a severe economic recession. The County and the Agency are not currently in a deficit situation. However, there was no evidence submitted showing anything other than declining revenues for the Agency and County, with no estimate of an upturn.

Both parties agreed on the effective date of January 1, 2009, for a wage increase. The County’s proposal to this Union is below all other wage increases given to other County employees. The Office of Management & Budget’s Assistant Director, testified that the most recent general wage increase given to employees under the direct auspices of the Board of Commissioner, was 2.5%, for 2009. This, in the fact finder’s opinion, may be less than most other County employees are getting, but it is more than most other public employees are enjoying(ET-1).

As stated earlier in this Report, the fact finder, does not favor re-openers, however, in times of uncertainty, it becomes the appropriate alternative.

The Archer Survey was recently introduced in March(UT-8). Although evidence and testimony addressed excerpts from it, the parties do not appear to have met enough to determine how it should be implemented. The re-opener will give the parties an opportunity to jointly address its implementation.

#### **RECOMMENDATION:**

**ARTICLE 40 WAGES**, Section 1., to read as follows:

Upon ratification of this Agreement and upon approval of the Franklin County Board of Commissioners, all employees will receive a two and one-half percent (2.5%) increase in base wages retroactive to January 1, 2009.

Retroactive pay will be solely applied to actual hours paid. The two and one-half percent (2.5%) will be applied to the starting base rate for employees effective on the date this Agreement is approved by the Franklin Board of Commissioners. To be entitled to retroactive pay the employee must be employed on the date the Franklin County Board of Commissioners approve the Agreement.

Commencing on October 1, 2009, unless mutually extended, there will be a re-opener on wages to be effective on January 1, 2010.

## **ARTICLE 41 DURATION**

### **UNION POSITION:**

The Union proposes a three (3) year contract effective January 1, 2009 through December 31, 2011. They are opposed to any re-openers during the term of the Agreement, and argue that three year durations date back to 1997.

### **EMPLOYER POSITION:**

The County is seeking a three year Agreement expiring on December 31, 2011 with a re-opener to commence on or about October 1, 2009, with an effective date of January 1, 2010. The re-opener is solely to negotiate Wages (ARTICLE 40), and Health Insurance Benefits (ARTICLE 14). They argue that the economy is unstable, tax revenue is uncertain along with investments and federal and State monies.

### **DISCUSSION:**

As heretofore mentioned in this Report, times of uncertainty require alternative approaches to traditional collective bargaining. Re-openers are not uncommon under these circumstances. In the fact finder's opinion, this Employer has historically treated its employees well. However, to deny the Union its rights under ORC 4117.14(D)(2) for the re-opener, could make the bargaining process seem ineffectual. The Union would have no leverage for bargaining and the settlement could be determined by the benevolence of the County.

**RECOMMENDATION:**

**ARTICLE 41 DURATION**, change to read as follows:

This Contract shall become effective upon approval of the Franklin County Board of Commissioners and be retroactive to March 31, 2009, with the exception of wages, which are to be retroactive to January 1, 2009. It shall terminate at 12:00 midnight on December 31, 2011.

Notwithstanding the above, Representatives of the County/Agency will convene on October 1, 2009, unless mutually agreed to extend, for the limited purpose of re-opening bargaining solely on Health Insurance Benefits (ARTICLE 14) and Wages(ARTICLE 40), for the Calendar years of 2010 and 2011. If agreement is not achieved through the use of ORC 4117, Negotiations Procedures, this Agreement will expire on December 31, 2009, unless extended by the parties, and the Union may exercise its right in accordance with ORC 4117.14(D)(2).

If either party desires to amend this Agreement upon its termination, it shall give written notice of such intent to a representative of the other party no earlier than one hundred and twenty(120) calendar days prior to the expiration of the Agreement and no later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be sent certified mail with return receipt requested.

**SUMMARY**

This will affirm the foregoing Report consisting of 16 pages, and recommendations contained therein, are made in this matter of Fact Finding by the below signed Fact Finder. If there is found conflict in the Report between the Fact Finder's Discussion and Recommendations, the Recommendations shall prevail. All matters proposed by the parties not tentatively agreed to or incorporated herein are considered withdrawn. All matters of tentative agreement are recommended to be included in the Agreement. All provisions of the Collective Bargaining Agreement that neither party proposed revisions to, are to be carried forward unchanged, into the new Collective Bargaining Agreement.

The fact finder enjoyed working with the parties, and I wish them well.

This concludes the Fact Finding Report.

Respectfully submitted and issued this 13th day of July, 2009.

A handwritten signature in cursive script that reads "E. William Lewis".

E. William Lewis  
Fact Finder

## CERTIFICATE OF SERVICE

This will certify that on July 13, 2009, that the foregoing Fact Finding Report was served upon each of the parties listed below by hand delivery, and upon the Ohio State Employment Relations Board, by regular U.S. mail at its address listed below.

Mr. Russel Keith, General Council, Assistant Executive Director  
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and

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