

Received Electronically @ SERB May 12,
2011 12:55pm

STATE OF OHIO STATE EMPLOYMENT RELATIONS BOARD

**RE: AFSCME, OHIO COUNCIL 8, LOCAL 2183 (Union)
and
STARK COUNTY PARK DISTRICT (Employer)
CASE NO.: 10-MED-10-1399**

FACT-FINDING REPORT OF THOMAS R. SKULINA, FACT-FINDER

HEARING

A fact-finding Hearing was conducted at the Stark Parks Administrative Building in Canton, Ohio on April 26, 2011.

The union was represented by Staff Representative Shelby L. Woodall.

The park district's advocate was Robert J. Tscholl, Esquire.

The bargaining unit has seventeen (17) full-time and three (3) part-time employees.

STIPULATION

The parties agree that this fact-finding report shall be limited to setting out the language that was found for the Collective Bargaining Agreement ("CBA").

The union asked for an explanation of one of the Articles, i.e., Article 6.

RECOMMENDATION

1. ARTICLE 2 – RECOGNITION

Section 4 shall not be changed.

RECOMMENDATION

2. ARTICLE 34 – NON-BARGAINING UNIT

Labor Section 1 shall not be changed.

DISCUSSION

I have agreed with the employer who sought to retain the present CBA language, i.e. Section 4 of Article 2 and Section 1 of Article 34.

Though this enables supervisors to be used, there was no evidence that the use of any of these supervisors led to a reduction in the number of bargaining unit employees.

The economy had made it necessary to continue with the number of employees currently employed and there shall be no openings at the present as a result of the economy but not the occasional work done by supervisors for doing bargaining unit work.

RECOMMENATION

3. ARTICLE 6 – MANAGEMENT (EMPLOYER) RIGHTS

Retain present language and add the following to Section 2 of this Article:

Management reserves the right to make unrelated changes to any terms(s) or condition(s) of employment that is/are impacted by SB-5 i.e., the formula for determination of such leave is reduced to 31 hours for 80 hours worked. Management shall be permitted to make these types of changes when and if the law becomes effective.

DISCUSSION

The change in the law regarding CBA could be extensive. Public unions and public sector employers will function from a different basis.

With the potential that other changes may take place to the new SB-5 statute, this clause was sought by the employer so that it could utilize the provisions of the new act were it in place.

It could not at this time negotiate what may or may not become a statutory life to its present position. It has not, and this clause is a protection for an employer who is making an effort at the rule of good faith bargaining with the understanding that state law may enter in and effect a change in the relationship between the parties.

RECOMMENDATION

4. ARTICLE 15 - PROMOTION/TRANSFERS/TEMPORARY TRANSFERS

Section 3: Temporary Transfer

Paragraph 3 shall stay the same as in the present CBA.

RECOMMENDATION

5. ARTICLE 19 - VACATION

There shall be no vacation pay for part-time employees.

RECOMMENDATION

6. ARTICLE 39 – WAGE SCHEDULES

Wage increases for year 2011 shall be retroactive to January 1, 2011 and shall be a one percent (1%) increase.

Wage increases for the year 2012 shall be one and one-half percent (1 ½%) increase and wage increase for the year 2013 shall be one and one-half percent (1 ½%).

RECOMMENDATION

7. ARTICLE 21 – HEALTH AND LIFE INSURANCE BENEFITS

There are three recommended changes in this Article:

Section 2: Employee Contribution:

Effective January 1, 2011 employees shall contribute 10% per month for family and 10% per month for single coverage or the amount determined by Ohio Revised Code, whichever is greater.

The other recommended change is the cap for family coverage shall increase to \$135.00 for family coverage and \$65.00 for single coverage.

The following new language shall be added to Section 2:

“With proof of other coverage, (a plan other than one offered by the Stark County Commissioners), an employee may elect to receive \$100.00 per pay in lieu of participating in the Health Insurance Plan, as long as the incentive is offered through the Stark County Commissioners.”

AGREEMENTS

During the fact-finding hearing the parties agreed to a number of CBA provisions. The advocates marked their approval on copies of the CBA. These clauses may be found on nine pages of typed provisions. Since each party got their set, I have not attached the fact-finder copy, but retain it should it be needed.

SERVICE

On May 12, 2011 service was made by e-mail to SERB and were sent to:

Shelby L. Woodall, Staff Representative (Fax – 1-330-784-7193)
AFSCME, Ohio Council 8
1145 Massillion Road
Akron, Ohio 44306-4161

Robert J. Tscholl, Esquire (Fax – 1-330-497-8613)
400 South Main Street
North Canton, Ohio 44720

THOMAS R. SKULINA
FACT-FINDER

Dated: May 12, 2011

