

STATE EMPLOYMENT
RELATIONS BOARD
SEP 27 11 00 AM '96

IN THE MATTER OF FACTFINDING
STATE OF OHIO - STATE EMPLOYMENT RELATIONS BOARD

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COLUMBIANA COUNTY DEPARTMENT OF HUMAN SERVICES
AND
GLASS, MOLDERS, POTTERY, PLASTICS
AND ALLIED WORKERS (GMP)
AFL-CIO

CASE NO. 95-MED-01-0029
HEARING AUGUST 29, 1996
REPORT: SEPTEMBER 23, 1996

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APPEARANCES

UNION

James R. Rodgers, Executive Officer, GMP
Carole Freed, Social Services Worker III, GMP Chair for the Unit
Linda Morris, Social Services Worker III, GMP representative for
the Unit

EMPLOYER

Marc A. Fishel, Attorney for the County
Wilma S. Carter, Columbiana County Director
Carol Harvey, Social Services Supervisor
Susan Heim, Children Services Supervisor
Judith Fannin, Children Services Supervisor
Ileen Dray, Administrative Assistant - Personnel
Martha Needs, Administrative Assistant
Steve Wilson, Income Maintenance Supervisor

BACKGROUND

"The bargaining unit consists of all positions set forth in
the original certification from SERB and includes employees with-
in the Columbiana County Department of Human Services' Division of

Childrens Services. This bargaining unit includes nineteen employees. The bargaining unit excludes all management, confidential and supervisory employees. It also excludes all bargaining unit employees of the Columbiana County Department of Human Services represented by AFSCME, Ohio Council 8. The AFSCME unit consists of approximately one hundred employees.

This matter pertains to initial negotiations between the Employer and the Union. The negotiations commenced in January, 1995 when a Notice to Negotiate was filed with SERB. The Parties met to negotiate on March 1, 1995, March 9, 1995, March 22, 1995, May 3, 1995, July 27, 1995, August 31, 1995, October 5, 1995, and October 23, 1995. The parties med with the FMCS mediator on April 19, 1996, May 22, 1996 and May 30, 1996." (EMPLOYER'S FACTFINDING BRIEF, pp. 1-2)

The Hearing commenced about 9:30 a.m. August 29 and concluded about 6:00 p.m. There were fourteen (14) items at issue at the beginning of the Hearing. Through the efforts of the Principals nine (9) issues were resolved. Left unresolved were issues related to:

- Equipment
- On Call Pay
- Fair Share
- Medical Benefits
- Wages & Duration

The Parties were advised it is this Factfinder's practice to give them as much information as possible before closing the Hearing. The following was given at the Hearing, except for the recommendations related to Wages and Duration.

FAIR SHARE-This is included in the AFSCME Contract and as a matter of equity should be included in this Wage Agreement. As pointed out by the Factfinder, "free riders" are afforded wages, benefits and representation, which frequently causes dissention at the workplace.

MEDICAL BENEFITS - The Factfinder recommends the same benefits for the GMP represented employees as provided to the AFSCME unit via the collective bargaining agreement or the County Commission. Not providing the same medical benefits would create an untenable situation for all concerned.

ON CALL PAY - Currently employees who perform On-Call duty are paid \$60.00 (sixty dollars) per week. If the weekend duty ties in with a Monday holiday, the rate moves to \$70.00 (seventy dollars). These employees are paid time-and-one-half rate for field work. It is recommended that the On-Call pay be increased to a flat \$75.) (seventy five dollars) per week, which represents a modest increase but which provides income upon which employees can rely.

EQUIPMENT - The discussion here concerned the providing of beepers to employees who work in the field. It was agreed such purchase is in the interest of safety and efficiency. The Parties agreed to meet and to discuss the specific needs and costs.

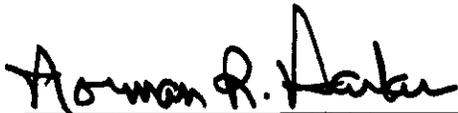
WAGES AND DURATION - Toward the end of the Hearing GMP requested certain financial information from the Employer. The Employer agreed to provide specific information requested by the Union. Namely, the Union requested data related to Title XX Funds (State and Federal) for the 1995-96 fiscal year. The Factfinder has been in communication with both Parties during the past few weeks. The Hearing was closed September 19, 1996. The Under-signed contacted a representative of SERB by phone September 19, 1996 to inform them of what had transpired.

The Parties were advised during the Hearing that the Union had not convinced him that the monies it seeks are available. It is undisputed that the Department has undergone significant cuts in funding from both the State and Federal sources. The Factfinder also advised the Parties the Union's request to move to the AFSCME scales for comparable jobs and to receive comparable increases is not unreasonable. As soon as the funds are available, this is recommended.

The Union discussed a one-year Contract with retroactive wages, noting the AFSCME Contract contained retroactive language. Management seeks a three year Contract, with no retroactive wages. It notes the budget is set for the 1996-97 fiscal year and it does not have any additional funds.

To try to strike a balance which is not out of line with the Employer's ability to pay, while at the same time recognizing the need to provide a reasonable increase for the bargaining unit, the Factfinder makes the following recommendations:

1. Six (6) per cent increase effective when the Contract is signed;
2. A two (2) year Contract; and
3. A reopening clause for the purpose of negotiating wages for the second year.



Norman R. Harlan, Factfinder

Steubenville, Ohio

September 23, 1996

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STATE-EMPLOYMENT
RELATIONS BOARD

STATE OF OHIO

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STATE EMPLOYMENT RELATIONS BOARD

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Case No.:
95-MED-01-0030

In the Matter of the Fact-Finding

Between

THE CITY OF FOSTORIA

and

**A.F.S.C.M.E., OHIO COUNCIL 8
LOCAL NO. 811**

**FACT FINDING REPORT AND RECOMMENDATION
OF FACT FINDER DENNIS E. MINNI, ESQUIRE**

Dennis E. Minni, Esquire
Fact-Finder
Suite 104
14761 Pearl Road
Strongsville, Ohio 44136
(216)238-0365

HEARING BACKGROUND

The above matter came on for hearing on August 8, 1995 pursuant to appointment through the Ohio SERB. This Report and Recommendation represents the undersigned's efforts to resolve the single issue of a second-year Wage Reopener which survived mediation with a SERB representative and two negotiations sessions.

This public employer, the City of Fostoria, is a municipal corporation located in North Central Ohio and shall hereafter be referred to as the "Employer" or the "City". The Employee Organization deemed certified in part by the Ohio SERB to represent this bargaining unit is Local 811 of AFSCME, Ohio Council 8. The Employee Association is negotiating on behalf of thirty-nine (39) bargaining unit members and has done so with Fostoria before the implementation of chapter 4117 of the Ohio Revised Code. The Employee Organization shall hereinafter be referred to as the "Union" or "AFSCME".

The hearing was held at the office of Law Director Alicia Wolph McKay at 123 S. Main Street in Fostoria. Prior to the start of the hearing both sides presented to the Fact Finder pre-hearing position statements setting forth their demands and other required responses on the thus designated open wage issue.

The evidence was professionally presented by each side enabling the proceedings to be dispositive of both positions. The Employer submitted a Comparative Financial Statement covering the years 1994 up to July 1, 1995 prepared by the City Auditor. AFSCME offered proof that it had complied with the required sixty (60) day notice (January 13, 1995) to negotiate a reopener on wages. In the current Agreement this is contained in the Duration clause, Article 35, Section 3.

The AFSCME committee was comprised of Staff Representative Randall J. McElfresh, Local Union President Daniel A. Kracher, Kevin J. Krupp, Sherri Sickefoose, Jim Hendricks, Brad Echelberry and Larry Sherman.

The City was represented by Law Director Alicia Wolph McKay, Esq., she had in attendance the Honorable Barbara L. Marly, Mayor of Fostoria.

MEDIATION

The parties were told that mediation, if mutually requested, would not continue indefinitely to the point of becoming unproductive. Given that the SERB Mediator Mike Monfils had assisted the parties with no resolution reached, it was determined that no further mediation would be attempted by the Fact Finder thus the hearing commenced.

The remaining one (1) open issue is listed as follows:

1. Article 14 Wages (Year Two= May 1, 1995 to April 30, 1996).

The exclusion of witnesses from the hearing room was not deemed necessary by the advocates, therefore all persons in attendance remained throughout the hearing, leaving for business purposes when required to do so.

I might add that the advocates and their committees extended their full cooperation and assistance to the Fact Finder in conducting the hearing without undue delay.

RESOLUTION CRITERIA

The following recommendations take into consideration the factors enumerated in Section 4117.14 (C) (4) (e) of the Ohio Revised Code. These are:

1. Past collectively bargained agreements, if any, between the parties;

2. Comparison of the unresolved issue relative to the employees in the bargaining unit with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;

3. The interest and welfare of the public, the ability of the public employer to administer the issues proposed, and the effect of the adjustments on the normal standard of public service;

4. The lawful authority of the public 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 issues mutually submitted to agreed upon dispute settlement procedures in the public service or in private employment.

The parties' relative positions have been amply demonstrated to and studied by the undersigned. I believe the parties understand that they are not hopelessly split on the economic issue of wages but nonetheless remain apart. My service therefore is to recommend a wage raise which will take into consideration the parties' end positions as well as any mid-point or different number I feel the is warranted. Consequently, there is no need in my view to author a treatise on the subject. I am convinced these parties understand their own and each other's proposals so I will not

needlessly expand on this by extensive reiteration of given facts. It was made clear to both sides that proceeding to past this stage without agreement leaves the ultimate "trump card", labor stoppage.

It must be understood that Fact Finders are not blessed with special knowledge or powers beyond the parties' own. My goal is to discern a "feel" of the situation sufficient to undertake rendering an equitable result. The next level puts the responsibility back onto the parties. If that causes either one of them some concern for the outcome I suggest that they give my recommendation an earnest look.

ITEMS FOR RESOLUTION

As a result of the above enumerated procedures the parties presented the following unresolved issues to the Conciliator:

1. WAGES

EMPLOYER'S POSITION

The City's final offer for wages in the second year is a one and one-half per cent (1.5%) increase in the base rates for all classifications in the bargaining unit.

This position is premised upon the budgetary picture and the actual record of pay increments received by this unit in recent times. The latter reflects that although there has been no percentage increase since 1991, COLA adjustments have been retained and rolled into the unit's base rates. No other group in Fostoria enjoys a COLA feature. It impacts actual payroll cost as well since overtime and longevity premiums are predicated upon the higher rate after the roll-in. Thus, for the past three (3) years the net effect has been a 1.5% to 1.8% raise for each year. The actual amount depends on whether an employee is at the top of his or her scale or at the start of the base rate.

True, the other City Unions (Police, Fire, Dispatchers) received four per cent (4%) raises this past year but in the three years preceding this year their adjustments were in the form of bonuses; unit increases which are not rolled into the base rates thereby putting this AFSCME unit in a more favorable (for the unit but costlier for the City) position.

As for the former, revenues fell from \$5,506,577 (1991) to \$5,408,090.00 (1994). At the same time the City candidly reports its expenses decreased to \$5,158,258 from \$5,414,930.00, so some economic relief resulted from that perspective.

In the City's view the equitable thing to do is keep the AFSCME unit at the 1.5% incremental level while the units which accepted bonuses pull up even with 4% raises.

UNION POSITION

This bargaining unit has not received a negotiated raise other than its COLA capped at \$.20 since May 1, 1991. Comparable cities in the 10-20,000 population range (UX-D) are at the 3 to 4 percent level this year. The General Fund's crisis has subsided according to the City's own exhibit (EX-C) of its financial comparison of recent years.

There is no evidence that the Employer cannot afford an adjustment commensurate with today's public sector market place. What does exist is a desire to punish this unit for how its fared in past negotiations. The desire to keep this unit even with the other unions in the City makes a higher settlement than 1.5% mandatory. The other unions settled for bonuses and other terms which they wanted; AFSCME could not bargain for them and AFSCME members endured a lay-off. To imply that the others employees made more of a sacrifice during the financial crunch of recent years is unfair and not true.

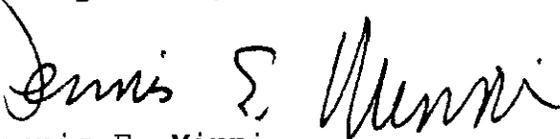
RECOMMENDATION

I recommend adjusting the base wage rates upward by 3% for the 1995-96 year. This would put the unit well within the mid-to-upper range of comparable sized cities and spend revenues more attuned to what the City's projected income is likely to realize.

Pegging this unit at 1.5% will only create an exigency to "play catch-up ball" one short year down the road when the third year reopener arrives.

This would make things more predictable and of course, if a dramatic shortfall or unforeseen expenses occur during the second year the third year reopener can be negotiated from the vantage point of that knowledge.

Respectfully submitted this 2nd day of September, 1995 at Strongsville, Ohio.


Dennis E. Minni
Fact Finder