STATE EMPLOYMENT
RELATIONS BOARD
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BEFORE THE

STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF FACTFINDING BETWEEN:

MIAMI UNIVERSITY

- AND - **S.E.R.B. CASE NO. 95-MED-09-0733**

**AMERICAN FEDERATION OF STATE,
COUNTY, AND MUNICIPAL
EMPLOYEES, OHIO COUNCIL 8,
LOCAL UNION 209, AFL-CIO**

APPEARANCES:

For the University: Betty J. Montgomery, Attorney General
by William C. Moul, Esq.
Thompson, Hine & Flory
Columbus, Ohio

For the Union: Angela L. Hurst
Staff Representative
AFSCME Ohio Council 8
Cincinnati, Ohio

REPORT AND RECOMMENDATIONS OF THE FACT FINDER

Frank A. Keenan
Fact Finder

BACKGROUND:

This matter, well presented by the parties' advocates, came on for hearing in Oxford, Ohio on November 22, 1995. By mutual agreement of the parties, mediation of the issues at impasse was not attempted.

It is noted that in making the recommendations which follow, I have taken into account such factors as past collectively bargained agreements, if any, between the parties; comparable working conditions of similar public jobs in the area and of similar private jobs in the area; the public's interest and welfare; the Employer's ability to administer the recommendation; the effect of the recommendation on the standard of public service; the lawful authority of the Employer; the parties' agreements and stipulations; and other typical settlement considerations, whenever such factors were presented.

In its narrative in support of its position on Union security issues at impasse, the University outlined some historical matters with respect to the parties' bargaining relationship, which one or another of the parties point to as relevant, or not, with respect to certain issues at impasse. The Union has not directly challenged these representations of fact and I find them to be logically set forth at this point in the Report. It is also noted at this juncture that the parties' initial and only Collective Bargaining Agreement was effective as of August 22, 1986, through and including August 21, 1989. It was executed by the parties on September 19, 1986.

From the University's narrative:

"[T]he storied history of this bargaining unit ... began in the 1960's when the Union was recognized as the representative of those employees who were members. Over the following twenty years, several members-only written agreements were executed by the parties, but the Union never approached majority status. Indeed, during the 1960s, 1970s, and early 1980s, the Union membership never exceeded 150 employees. [During this time the unit fluctuated between 600 and 700 employees.]

Following enactment of Ohio Revised Code Chapter 4117, the Union was certified by SERB in late 1985. That certification was the result of a representation election in which the Union received a majority of votes cast, albeit a slim majority of the roughly 690 individuals employed within the bargaining unit.

Following SERB certification, the parties bargained toward a Collective Bargaining Agreement which was effective August 22, 1986. The bargaining process which led to that agreement included fact finding. One of the issues presented to the Fact Finder (Lawrence Donnelly) was a Union proposal for a fair share fee agreement. Fact Finder Donnelly recommended against the adoption of a fair share fee agreement, and the ultimate Collective Bargaining Agreement (1986-89) did not contain a fair share fee arrangement.

In early 1989, the University was presented with a petition signed by 398 bargaining unit employees (53% of the then existing unit) seeking decertification of the Union. Those signatures were presented by the employee circulators to SERB, in support of a decertification petition, in May 1989. However, because of what SERB considered to be procedural defects in the petition, SERB declined to process said petition, and declined to conduct a decertification election. Miami appealed that decision to the Franklin County Common Pleas Court, and that Court ordered SERB to conduct a decertification election among the bargaining unit employees. However, on appeal, the Franklin County Court of Appeals reversed on the procedural ground that Miami did not have standing to appeal the underlying SERB dismissal of the decertification petition.

In June, 1989, in response to the 398 signatures referenced above, the University withdrew recognition from the Union. There ensued five and one-half years of litigation during which SERB and various appellate courts took differing positions with regard to the legality of the University's action. However, the Ohio Supreme Court, ultimately, ruled that a public employer may not withdraw recognition from a certified representative, even if the employer has a good faith doubt as to the continued majority status of the Union, and the Court ordered enforcement of SERB's order to bargain. Hence, at no point during the

almost seven years which have intervened between the decertification petition and today has any election taken place.

Following the December, 19884 Ohio Supreme Court ruling, the Union engaged in a substantial effort to attract membership within the bargaining unit, and today enjoys dues check-off authorization from 365 bargaining unit employees. This, of course, represents only 53% of the bargaining unit.

To avoid confusion as between these figures and those presented by the Union, the Fact Finder should understand that the presented certified unit involved in this fact finding consists of approximately 683 employees, 365 of whom have authorized dues check-off. There also exists a stub unit which the parties anticipate will be accredited to this unit through pending and subsequent representation proceedings before SERB. That stub unit consists of approximately 156 employees, the majority of whom have authorized dues check-off.

Twenty-three (23) employees who remain employed revoked previous check-off authorization between May and November of this year.

During the years 1986 through 1989, when the previous Collective Bargaining Agreement was in effect, check-off of dues by bargaining unit personnel ranged from a high of around 165 to a low of 115 (15% of unit) during August, 1988, the last month when revocation was contractually

permitted.

Even the Union's own membership figures for 1985 through 1990, purporting to include "members" not checking off dues, indicate that AFSCME membership never exceeded a high of 206 members (November 1985), and dropped steadily each year thereafter, reaching a low of 69 at the end of 1990. In June, 1989, the date of the University's withdrawal of recognition, the Union claimed 157 members. (Source: AFSCME's Exhibit GG before the State Employment Relations Board in the litigation referenced above.)

Not a month passed during that period of time without some bargaining unit members revoking check-off authorizations previously in effect."

It is further noted that it appears to me that on some of the issues at impasse, the Union is implicitly contending that it's position ought to be favored in order to remedy the judicial findings that the University inappropriately and unlawfully withdrew recognition from the Union. But the record made before me nowhere reflects that the Court directed any remedy other than that the University return to the bargaining table, which it did. The remedy was the sole province of the Court. Put another way, I'm constrained to conclude that the proceeding and its outcome are confined to consideration of the statutory factors outlined in O.R.C. 4117, (and noted hereinabove) and those statutory factors do not embrace any remedial measures for the unfair labor practice involved in the University's withdrawal of recognition

some seven years ago.

Finally, it is noted that the parties put forth numerous arguments and documentary materials on virtually every issue at impasse. Of necessity, the voluminous record compiled is only summarized below. By in large, more plenary treatment and discussions is given to those matters deemed to have greater significance.

ISSUES #1 & 2 - ARTICLE _____

EFFECTIVE DATE OF TERMINATION

EVIDENCE AND POSITIONS OF THE PARTIES:

The parties dispute with respect to this Article concerns the specific term of the Agreement: when it shall commence; i.e., it's effective date, and when it shall expire. And, whatever the Undersigned's recommendation might be, both parties are agreed that the second and third sentence of this Article should provide as follows:

> "It shall thereafter continue in effect for additional periods of twelve (12) months unless terminated by written notice given by either party to the other, by registered mail, no less than sixty (60) days prior to [insert termination date] or any subsequent [insert termination date]. Such notice will be sufficient to avoid automatic extension of the agreement if it gives notice of an intent to terminate, modify, or negotiate a successor collective bargaining agreement."

The University would have sentence one read:

> "This Agreement shall be effective as of [ratification date] and shall continue in effect for an initial period to and including June 30, 1997."

The Union would have sentence one read:

> "This Agreement shall be effective as of August 22, 1995, and shall continue in effect for an initial period to and including August 21, 1998."

Thus, it can be seen that the Union seeks a three year Agreement and the University seeks what now would be an Agreement for some eighteen (18) months.

In support of its position, the Union asserts that a long term working relationship is needed in light of the parties' bargaining history; that it wants to "lock in" wages and benefits over an extended period of time. It points out that the parties' initial and only other Collective Bargaining Agreement was for a three year term. The Union also points to the F.O.P.'s agreement, effective September 16, 1995, which is for a three year term, as supportive of its position.

In support of its position, the Union points to the fact that state funding of universities is on a biennium basis, and that "the extent to which the University will be funded beyond the end of the biennium; i.e., beyond June 30, 1997, is at best projection." Pointing to the budgetary uncertainties in the U.S. Congress and its clear impact on the State's legislature, "only the brave or foolish would speculate as to who the [Ohio] General Assembly might respond on either the revenue raising front or the appropriations front. With the above in mind, the University chooses to avoid commitments beyond the present biennium. ... [B]argaining as to matters beyond June 30, 1997 should be left to a point in time when the parties can deal with known factors.

Pointing to the parties' bargaining "history," more fully set forth in the Background section of this Report, the University asserts that the parties "need to get our feet wet first and then bargain again after experience with their relationship."

As for it's three year Agreement with the F.O.P., the University points out that that unit is comprised of but nineteen employees in contradistinction to the unit here which is comprised of approximately 700 employees, or some 30% of the University's work force. The University asserts that it would consider a three year Agreement if the Union would accept the merit pay concepts that the F.O.P. has accepted.

The Union counters that there are always fiscal uncertainties in connection with University's funding, and that the Ohio Supreme Court's decision stressed the need for "stability," which is better served by the Union's three year proposal than the University's eighteen (18) month proposal.

RATIONALE:

On balance, I find that by and large the University's arguments to be the more persuasive. The uncertainty of U.S. Congressional action and its unmistakable direction toward parsimoniousness significantly bolster the University's concerns. Given the long hiatus between collective bargaining agreements, the "getting one's feet wet" concept put forth by the University has substantial appeal. Moreover, a shorter term might prove to

strengthen the Union's hand for the institutional security provisions it desires, following a relatively brief experiment with what I characterize as the "free-market approach" urged by the University. I note too that in the parties' initial contract there was a brief retroactivity feature, the Agreement having an effective date some one month prior to its actual execution. I find some retroactivity preferable to a ratification date, as the effective date of the parties' Agreement. The hearing date herein, November 21, 1995, represents the last step the parties could actively take (as opposed to reacting by way of a vote on the Recommendations made herein), and December 1, 1995, is roughly one month prior to the Report and Recommendations. Hence, the effective date recommended will be December 1, 1995. As previously indicated, the initial termination date shall be June 30, 1997.

RECOMMENDATION:

It is recommended that the parties' Agreement provide as follows:

" **ARTICLE ___ - TERMINATION**

This Agreement shall be effective as of December 1, 1995, and shall continue in effect for an initial period to and including June 30, 1997. It shall thereafter continue in effect for additional periods of twelve (12) months unless terminated by written notice given by either party to the other, by registered mail, no less than sixty (60) days prior to June 30, 1997 or any subsequent 30th day of June. Such notice will be sufficient to avoid automatic extension of the agreement if it gives notice of an intent to terminate, modify, or negotiate a successor collective bargaining agreement."

ISSUES #3, 4, 5, & 6 - UNION SECURITY

EVIDENCE AND POSITIONS OF THE PARTIES:

The Union is seeking four separate items in a Union security article. Thus, it seeks fair share; it wants the deduction authorization to be irrevocable for the term of the Contract; it wants the University to provide the Local's President with copies of any dues deduction revocation slips; and, it wants the Local's President, or his/her designee, to be able to attend and make a brief presentation during new employee orientation.

The University is opposed to any fair share fee provision and to the participation of the Local President in new employee orientations provision proposed by the Union. The University proposes a dues check-off authorization provision and revocation-at-will of such deduction authorization provision. It is not opposed to furnishing the Union with copies of any dues deduction revocation slips.

In support of it's position, the University asserts that its opposition to the Local President playing a role at orientation is grounded on the propositions that the University is not interested in begin perceived as endorsing the Union; the Union should do its business on its own time; the Union can readily contact employees on its own; and, the presence of a Union representative at new employee orientation is simply confusing to the new employee. As for it's opposition to any fair share fee provision, the reader is referred to the excerpt from the

University's narrative concerning the "history," of the parties set forth in the Background section hereinabove. The University elaborates that Fact Finder Donnelly recommended against a fair share fee provision because there was no showing of support by a substantial majority report in the context of the University's argument to the effect that the Union needed to demonstrate (and could not) overwhelming majority support before it could justify seeking financial support from others.

Additionally, the University contends that the fair share fee concept is inconsistent with the University's mission of imparting to students the value of independent judgment making, freedom of speech and freedom of association; that such mission would be undermined by agreeing to a fair share fee provision for its own employees.

Anticipating (correctly) that the Union would point to the University's Contract with the F.O.P., the University points out that that Contract was the result of Fact Finding, wherein the Fact Finder recommended Fair Share. Although the University did not like it, and was, as here, opposed to it on philosophical grounds, it accepted it as part and parcel of the Fact Finder's Report inasmuch as it perceived the remainder of the Report as favorable to the University. It also points out that twenty of the employees out of the twenty-one employee bargaining unit were F.O.P. members, a factor which undercut its philosophical objection in that for that unit it was not a question of compelling a significant minority to financially support the

institution of the Union.

On the dues revocation issue, the University asserts that it's experience is that the Union experiences some success in getting dues authorization check-off, but this success is followed by revocation requests. The University contends that employees don't understand the dues deduction authorization cards they sign. Thus, within the last 3 to 4 months, approximately twenty-five employees have revoked their authorizations. The University asserts that if the Union wants to enforce their authorization commitment against the employee, so be it; but the University wants no enforcement role. Upon receipt of revocation, the University has ceased to deduct dues, notwithstanding language in the Union-furnished dues authorization check-off card restricting when revocation is valid and proper.

The Union takes the position that the parties' "history" regarding members and authorization cards, etc., is not relevant. It emphasizes that in point of fact a majority of bargaining unit employees are members.

The Union also points to internal comparables namely, it points out that the University's contract with the F.O.P. provide both for fair share and for irrevocability of authorization for dues deductions for the term of the Contract; i.e., three years. The Union asserts it simply wants "the same treatment." It is noted that fair share has been in the F.O.P.'s Contract from and after it's initial Contract with the University. The University

could have stuck to its guns and rejected the Fact Finder's Report on the basis of its philosophical objections to fair share, but it did not do so.

The Union points out that it's "Authorization/Membership and Check-off Card" provides in pertinent part as follows:

> "It is further agreed that my membership may only be revoked by me during the thirty (30) to forty-five(45) day period prior to the expiration of any labor agreement with my employer, by giving written notice to a subordinate body with proof of service. My membership shall not terminate until thirty (30) days after receipt of said notice by the Union. I understand that this membership agreement is separate from my check-off agreement."
>
> * * *
>
> CHECK-OFF AGREEMENT
>
> This Check-off Authorization and Assignment may only be revoked by me by my giving, and the appropriate subordinate body and my employer receiving written notice of revocation during the thirty (30) to forty-five (45) day period prior to the expiration date of any collective bargaining agreement covering my employment. This Authorization and Assignment will continue after revocation and shall not terminate until thirty (30) days after receipt of said timely notice by the employer and Union or termination of any current labor agreement, whichever is later. I understand that this check-off commitment is separate from my membership agreement."

The Union says that the "free rider" problem here is what is unfair, and that would be corrected with a fair share fee provision.

The Union contends that new employees are told by Managers at orientation sessions that the Union "is a weak Union" and that they need not join it. This would cease if the Local President or designee were present and participating in new employee

orientation sessions. The Union asks: What's the harm in having the Local President present?

The University retorts that it believes that the accusations concerning Managers' derogatory statements about the Union are inaccurate and that having gone to the bargaining table three months earlier than necessary, the University has demonstrated its lack of Union animus. In any event, argues the University, if the Union believes these accusations, it ought to file unfair labor practice charges; it has not done so.

Still further, with respect to Fair Share, the University asserts that "if the Union does it's job and presents itself as worthy of support, it will get it. It needs to sell it's case to employees.

RATIONALE:

Essentially, for the reasons advanced by the University, I find it unwise to furnish a place in the orientation process for the Local President. Directly to the point, it is more likely than not to leave the impression that the University favors Union membership. As for alleged abuses of the orientation process by some Managers, as the University essentially concedes, if true, such constitutes a clear unfair labor practice. Accordingly, it's clear that the filing of an unfair labor practice charge would be the more appropriate response. The Union's "fourth" proposal will therefore not be recommended.

With respect to fair share, I am not persuaded by the

University's suggestion that such impinges on one's constitutional rights to freedom of speech and assembly. The direct and short answer to this contention is that the U.S. Supreme Court has found that fair share fee provisions with proper rebate procedures do not violate the U.S. Constitution's guarantees of freedom of speech and freedom of assembly. Nor would I find that a sine qua non for recommending same was that the Union must demonstrate that it possesses as numbers a very substantial majority of the bargaining unit employees, as apparently Fact Finder Donnelly so views it. However, in numerous Fact Finding and/or Conciliation Reports issued by the Undersigned since the inception of the impasse procedures of O.R.C. 4117, I have adhered to the view that a recommendation or award of fair share requires a meaningful quid pro quo. This is in contrast to many neutral panelists in the Northeast quadrant of the State who routinely award fair shares simply because it's "fair." I have no quarrel with the judgment that it's "fair." In my view, it's "fairness" is self evident. But, if that were the extent of the inquiry, it seems to me the Legislature would have mandated it, as they did contractual grievance procedures. They didn't do so. They therefore expected a quid pro quo. Here, there is no identifiable quid pro quo. Nothing is said to be sacrificed in order to obtain it. In the circumstances present here, it is understandable why the Union has a rather full plate of desired contractual provisions, but nevertheless nothing is identified as reduced or ameliorated in order to

obtain fair share. In the fact of substantial external comparables, I might have nonetheless awarded it. But, such comparables have not been shown here. True, the internal comparable of the F.O.P. Contract exists. However, the University's contentions and justifications for its existence serve to undercut its significance. Another factor I've found relevant is the maturity of the relationship. The more mature the relationship, the more compelling the case for the award of fair share. For whatever reason, the reality here is that the bargaining relationship is not mature. This represents only the second time the parties have been to the table.

Additionally, the past collectively bargained Agreement contained no fair share fee agreement. Thus, the relevant and statutory factors preponderate in favor of not recommending fair share at this time.

As for the irrevocability of written Union dues deduction authorization that the Union seeks, the Union can point to the internal comparable of such a provision in the F.O.P. Contract. And, unlike the fair share fee situation, the University has not put forth the kind of justification for its agreeing to same, as it did vis a vis the fair share commitment in the F.O.P. Contract. In my view, given the "history" here, as outlined in the Background section hereinabove, and the apparent emphasis by the Ohio Supreme Court on the need for "stability," and the fact that "stability" is always in the public's interest, a statutory factor to be considered, I believe the concept of irrevocability,

essentially for the term of the Agreement, but with a window in the 45 to 30 day period next preceding the expiration of the Contract as in essence provided for in the parties' first and initial past collectively bargained Agreement, another of the statutory factors to be considered, is called for. Such shall be recommended.

RECOMMENDATION:

It is recommended that the parties' Agreement provide as follows:

" **ARTICLE _____ - UNION SECURITY**

A. Upon completion of their new hire probationary period, the University will deduct biweekly Union dues and the initiation fee for any regular full-time or permanent part-time employee in the bargaining unit in the amount established by the Union upon receipt of an individual written authorization card executed by the employee for that purpose and bearing his/her signature. Said written authorization may only be revoked by the employee giving written notice of revocation to the University Personnel Office and the Local Union, during the thirty (30) to forty-five (45) day period prior to the expiration date of this collective bargaining agreement, or during the thirty (30) to forty-five (45) day period prior to the expiration date of any subsequent collective bargaining agreements coming into being as a consequence of a failure of written notice to terminate the Collective Bargaining Agreement as provided in the Termination Article herein.

B. Deductions will be made based on cards submitted at least fourteen (14) calendar days prior to the date upon which dues deductions are made.

C. Total AFSCME dues and initiation fee deductions are payable to the AFSCME Council 8 Controller. Such deductions and an alphabetical list of names

of all employees whose dues and/or fees have been deducted shall be transmitted to the Union no later than the tenth (10th) day following the end of the pay period in which each deduction is made.

D. The Union agrees that it will indemnify and save the University harmless from any action commenced by an employee against the University arising as a result of the deductions made under Paragraph A. above.

E. The University will provide the Local Union President with a copy of any dues deduction revocation slips for bargaining unit employees."

ISSUES # 7+8

ARTICLE ____ - COMMUNICATIONS CENTER

and ARTICLE ____ - CAMPUS MAIL

EVIDENCE AND POSITIONS OF THE PARTIES:

The Union seeks access to the University's campus mail system. It is willing to limit delivery to a Union Officer or Steward and to but three (3) bulk sites, namely, the Oxford Campus Communications Center; the Middletown Campus; and, the Hamilton Campus.

The University is strongly opposed to it. It asserts that "[t]he reason the University opposes the Union's use of the Campus mail system is very simple. [It] does not wish to be associated with or seen as endorsing either the Union's position or issues or the Union's manner of presenting it's views." Anecdotal support for its stance exists, asserts the University, pointing to "an episode ... in October of this year [when] the Union published and distributed through its own resources a

newsletter which created a firestorm of protest from the African-American community on campus. That community took great offense at what it considered offensive depiction of African-Americans and stereotyping which reflected a racist attitude on the part of the Union." The University asserts that perception is everything and "neither the Union nor the University can predict what some may see as controversial or offensive ... [The] University must be vigilant in insuring that it is not perceived as endorsing or contributing to the dissemination of material which offends a segment of the University community or which is controversial within that community. ... Moreover, when controversy arises, those offended by or opposed to the Union's position or style will not find it convenient to listen to the technical proposition that the University does not endorse or assist by granting permission to use its campus mail system. Instead, they will target the University as a partner or willing tool of AFSCME. To the extent that litigation might be involved, the University could expect to be named a party, with the associated expenses."

Pointing out that the parties have already agreed on a bulletin board system for communicating with employees, and that the Union is to be provided, on an ongoing basis, the home addresses of all bargaining unit employees, such that access to the campus mail system is unnecessary; the Union can use the U.S. Postal Service mail system for communicating with employees.

Then too, the University's advocate indicated that the

concept of Union access to a component of the Employer's communication system was unique in his experience.

The Union points out that it is merely seeking access to an existing structure. The Union also asserts that the campus mail system is used for other organizations, such as solicitations for the United Way.

The Union also asserts on-the-merits so to speak of the October episode, alluded to above, that the Union is particularly sensitive to matters of race and gender bias, and that no offense was intended.

Contrary to the University's contention, the Union asserts that there is nothing unusual in an Employee Organization using the Employer's mail system.

The University responded to the Union's evidence of the use of the campus mail system by United Way by pointing out that such was allowed after the University decided it would evidence the United Way and "the last thing the University is interested in is censorship of AFSCME's correspondence.

In addition to qualified access to the campus mail system, the Union seeks the re-establishment of the on-campus office space, and a listing in the campus phone directory. The initial Contract provided for an on-campus Union office.

The Union seeks a provision reading as follows:

" **ARTICLE ___ - COMMUNICATIONS CENTER**

A. The University agrees to provide access to a secure room to be utilized by the Union as a communications center.

B. The communications center shall be utilized in accordance with the following regulations:

1. The University and the Union shall mutually agree upon the location of the space to be utilized by the Union.

2. A maximum of four (4) keys will be issued to the Union.

3. The Union will have the full responsibility to furnish, equip and maintain the designated area. All charges related to such equipment, including telephone and recording devices, are the sole responsibility of the Union.

4. One key shall be issued to the Miami Police at Bonham House for security use only. No other keys shall be issued.

5. The Union will observe all established University rules and regulations.

6. The purpose of this space is solely for the transmittal of Union messages and storing and maintaining Union records; it is not for conducting membership meetings.

7. The communications center will be available for University inspection upon notifying the President of Local 209. Such inspection will be in the presence of the President of Local 209 or his/her designee.

8. This space provided by the University remains in effect throughout the life of this Agreement, providing the Union adheres to the above provisions.

9. The phone number of the Communication Center will be published in all Campus directories as "Union Office, AFSCME Local 209."

The University asserts that the parties' initial Collective Bargaining Agreement, the 1986-89 agreement, "provided for a Union office on campus only because Fact Finder Donnelly recommended same, and the University chose not to reject the entirety of Mr. Donnelly's report and recommendations."

The University asserts that it is opposed to the re-establishment of a Union office on campus. In its narrative, it recites it's several reasons as follows: "First, for all of the reasons recited with reference to the campus mail issue, the University chooses to avoid the appearance of providing endorsement and assistance to an organization (Union) whose views, positions, style, and agenda are sometimes different than those of the University.

Second, University facilities are not readily available. If the University were to seek a location for a Union office, it would require displacement of an already existing use or of an intended and needed use. In short, space is not readily available.

Third, during the term of the 1986-89 contract, the Union office fell into nonuse and disrepair. In short, the Union did not use the space provided. Thus, that dedication of resources/assets to the Union was wasted.

Fourth, we doubt the legality of the Union's proposal. That is, Ohio Revised Code Section 4117.11(A)(2) grants specific authority to a public employer to allow intermittent use of its facilities for Union meetings, thereby implying statutory disfavor with the proposition of regular, ongoing use of an employer's premises by a labor organization. This interpretation of the statute is, of course, wholly consistent with private sector comparisons. That is, in the private sector it would be illegal under the National Labor Relations Act for an employer to

provide such assistance to a labor organization. In addition to this analogy, we respectfully submit that equal protection considerations under the United States Constitution and the Constitution of the State of Ohio arguably prevent the University from providing such space to one organization without providing similar space to a rival organization or to any other labor organization. While we may not agree with this legal proposition, the University has no desire to bear the cost of litigating the issue with another labor organization which might make a demand for similar space."

Punctuating this latter point, the University's advocate related an instance where a Federal District Judge directed another client, an institution of higher learning, to furnish campus space to a labor organization rivaling a Union representing certain of the institution's employees. Thus, the University asserts that the Union ought to simply leave off-campus office space.

It is noted that O.R.C. 4117.11(A)(2) referred to by the University provides in pertinent part as follows:

> "(A) It is an unfair labor practice for a public employer ... to:
>
> > (a) Initiate, create, dominate, or interfere with the formation or administration of any employee organization ... except that a public employer may ... permit the exclusive representative to use the facilities of the public employer for membership or other meetings, or permit the exclusive representative to use the internal mail system or other internal communications system. ..."

Understandably, the Union emphasizes the "exception" clause

of O.R.C. 4117.11(A)(2).

RATIONALE:

There's no question but that we live in a contentious and litigious society. There is a cadre of avaricious and unscrupulous plaintiff's counsel who will initiate litigation at the drop of a hat, and without any sense of responsibility. Then too, there is some potential for some more legitimate legal challenge. But the University's concerns in that regard can, to a great extent, be addressed by a "save harmless" clause, such as is in the Union Security provision recommended.

In my view, it is in the public's interest, a statutorily mandated criteria, for rapid communication between the stewards and the Local's officers, and for a central on-campus office. A better informed, a more timely informed, and a readily accessible locus identified exclusively with the Union, all serve to enhance the quality of the Union's representation and employee access to effective representation. The public's interest lies in labor-management peace in the public work place. A better informed and more readily accessible Union leadership which the Union's proposals provide, go far toward accomplishing that goal.

Additionally, the mail system "exception" in 4117.11(A)(2) clearly indicates that the Legislature contemplated the existence of Contractual provisions providing for the labor organization designated as the exclusive representative sharing the employing institution's communications system. Moreover, it is the Fact

Finder's experience that such provisions are commonplace in Public School Systems, which share the educational goals of the Employer here. And while somewhat less clear, the "exception" language concerning space on campus is not readily susceptible to a construction of prohibiting the on campus Union office sought here. Then too, the past collectively bargaining Agreement, another statutory factor, favors an on-campus office. In sum, with a save harmless clause in place, I believe the statutory factors preponderate in favor of the Union's position.

RECOMMENDATION:

It is recommended that the parties' Agreement provide as follows:

" **ARTICLE ____ - COMMUNICATIONS CENTER**

A. The University agrees to provide access to a secure room to be utilized by the Union as a communications center.

B. The communications center shall be utilized in accordance with the following regulations:

1. The University and the Union shall mutually agree upon the location of the space to be utilized by the Union.

2. A maximum of four (4) keys will be issued to the Union.

3. The Union will have the full responsibility to furnish, equip and maintain the designated area. All charges related to such equipment, including telephone and recording devices, are the sole responsibility of the Union.

4. One key shall be issued to the Miami Police at Bonham House for security use only. No other keys shall be issued.

5. The Union will observe all established University rules and regulations.

6. The purpose of this space is solely for the transmittal of Union messages and storing and maintaining Union records; it is not for conducting membership meetings.

7. The communications center will be available for University inspection upon notifying the President of Local 209. Such inspection will be in the presence of the President of Local 209 or his/her designee.

8. This space provided by the University remains in effect throughout the life of this Agreement, providing the Union adheres to the above provisions.

9. The phone number of the Communication Center will be published in all Campus directories as "Union Office, AFSCME Local 209.

10. The Union agrees that it will indemnify and save the University harmless from any action commenced against the University arising as a result of any of the provisions of this Article.

ARTICLE ___ - CAMPUS MAIL

A. Officers and Stewards shall have the right to use the campus mail system for delivery to, and receipt from, the following three (3) bulk sites: Oxford - Communications Center; a Middletown Campus site; and, a Hamilton Campus site.

B. The Union agrees that it will indemnify and save the University harmless from any action commenced against the University arising as a result of the provisions in Paragraph A. above."

ISSUE #__9__: ARTICLE ____ - MEALS

EVIDENCE AND POSITIONS OF THE PARTIES:

The parties' initial 1986 Agreement provided as follows:

" **ARTICLE 36**

Meals

> A. The University will maintain its present policy with respect to meal purchase by employees in the Residence Halls and Shriver Center for the duration of this Agreement.
>
> B. The University will make available to other employees in the bargaining unit the same policy with respect to meal purchase by employees in Shriver Center for the duration of this Agreement."

As the University's narrative relates, "[t]he parties are in agreement that the University will maintain its present policy with respect to meal purchase by employees in the University's Department of Housing, Dining and Guest Services." The narrative goes on to point out, correctly, that the Union would expand this benefit by a provision requiring "that the University make available to all other employees in the bargaining unit subsidized meals at a cost of $2.00 per employee at any open dining facility maintained by the University." The University opposes any expansion of this meals benefit and seeks the status quo.

In support of its position, the University asserts that "the Fact Finder's Report during 1986 bargaining recommended that the University extend its meal policy to bargaining unit employees not employed in the residence and dining halls by subsidizing their purchase of meals at the University's Shriver Center. Hence, during the term (1986-89) of that prior agreement, the University did provide subsidized meal purchase opportunities for all bargaining unit employees at Shriver Center. However, upon the expiration of that prior agreement, the University

discontinued this practice, and returned to its pre-1986 policy of providing subsidized meals only for those employees directly employed in the residence and dining hall group (a department now known as Housing, Dining, and Guest Services).

There are numerous reasons why the University has historically limited its policy of subsidized meal purchase to those employed directly in the residence and dining hall service, and why the University chooses not to expand that policy.

First, the policy was originally adopted for a reason, i.e., given the hours of work and obligations of employees working in dining halls, it was mutually convenient to allow their participation in the every meals they were preparing and serving, thereby allowing them to remain on premises. No similar University purpose is served by extending meal privileges to other bargaining unit employees. Indeed, other bargaining unit employees would be required to leave their job sites in order to participate in meals served at dining locations maintained by the University.

Second, while there is logic to the concept of extending meal privileges to those members of the staff who are, themselves, responsible for food preparation/serving, there is no similar justification for subsidizing other employees at the expense of the student body. Providing food is expensive. The average cost per meal is $4.80. If all University personnel not presently subsidized were to receive the subsidiary sought by the Union, the cost could be in excess of $800,000 annually. Any

such imposed cost on the student body is unjustified.

Finally, there is the matter of predictability. That is, the University provides food service at multiple locations throughout the campus. To provide bargaining unit employees who are spread throughout the campus with unlimited access to dining facilities, as proposed by the Union, would force the University to predict the number of employees to be anticipated at any particular facility, and to provide food therefore. Given the fact that usage would differ from day to day and week to week, inefficiencies throughout their respective dining facilities would result. Such waste simply compounds the underlying reasons why subsidization of non-involved employees is a bad idea."

The Union contends that the practice under the initial Agreement, which closely resembles its proposal here, is the operative "past practice" and it ought to therefore be recommended. The Union asserts that it arrived at it's $2.00 figure by virtue of the fact that off-campus students pay $1.90 per meal. The Union asserts that the concept of the initial Agreement should be restored.

RATIONALE:

The Union's stance here strikes me as one of those areas alluded to hereinabove where it seems that the Union is seeking a more specific remedy that the Court's mandate to the University to return to the bargaining table. Thus, the Union would restore, and improve upon, the initial Contract's meals benefit.

Conditions, however, have changed markedly since 1986. The short of the matter is that in these particularly uncertain fiscal times, it makes little sense to channel scarce resources into a fringe benefit such as a meal subsidy. Rather, resources should be concentrated and directed toward the basic wage package. Moreover, as the University points out, the expansion the Union proposes simply strays from the logic and purpose of the meal subsidy. Accordingly, the expansion sought by the Union shall not be recommended. It's also expensive, and potentially very expensive. Only the status quo should be maintained.

RECOMMENDATION:

It is recommended that the parties' Agreement provide as follows:

" **ARTICLE ___**

Meals

The University will maintain its present policy with respect to meal purchase by employees of the Department of Housing, Dining and Guest Services for the duration of this Agreement."

ISSUES #10 - HOURS OF WORK & OVERTIME

EVIDENCE AND POSITIONS OF THE PARTIES:

Both parties propose that this Article contain paragraphs designated A through J. They are agreed on Paragraphs A through F. Their dispute and impasse concerns Paragraphs G through J.

The Union's proposal for G through J is as follows:

"G. 1) Overtime opportunity for full-time employees

shall be equalized as much as possible within each classification.

2) Each department shall maintain a department wide master list of employees who have indicated their desire to be called for overtime. The list shall be arranged by classification and University seniority. The master list shall be utilized to satisfy overtime needs.

3) All refused overtime opportunities shall be charged as if worked.

4) Employees may sign up for the overtime list between December 15 and December 29 of each year. These lists shall be posted at each work site January 1 of each year and shall be updated weekly thereafter.

5) An extension of an employee's shift lasting less than one 1/2 hour shall not be included as an overtime opportunity for the purpose of equalization.

H. Upon request of a Union Steward the University will make available to the said Steward the overtime records of the applicable employees showing the amount of overtime worked or refused.

I. Disputes as to dissatisfaction with how overtime opportunity is being distributed within any classification shall be subject to the Grievance Procedure.

J. For the three (3) days during Winter Break when the University closes some of its operations, affected employees shall be offered the option of using vacation, compensatory time, unpaid time off or working. If more employees than the minimum staffing level opt to work, the University may require temporary, intermittent and part-time employees to take time off before requiring full-time employees to take time off."

The University's proposal for Paragraphs G through J is as follows:

"G. Overtime opportunity for full-time employees shall be equalized as much as possible within each work unit. By this is meant that the University will use it best effort to see that employees who normally perform the same type of work shall receive equal overtime opportunities. Where the University is aware for at

least one week of the need for overtime work as a consequence of planned absences by employees, e.g., vacations, the overtime opportunity shall be distributed across the work unit (by the respective classification), not solely across those working a particular shift.

H. Upon request of a Union Steward the University will make available to the said Steward the overtime records of the applicable employees showing the amount of overtime worked or refused during the last twelve months.

I. Disputes as to dissatisfaction with how overtime opportunity is being distributed within any work unit shall be subject to the Grievance Procedure. Any resolution will be implemented prospectively to address the dispute.

J. It is fully understood that the University's practice of not scheduling employees for work during the week between Christmas and New Years may be continued by the University."

Comparing the two proposals, the differences are as follows: in Paragraph G, the Union would equalize overtime by classification within a Department, whereas the University would equalize overtime by classification within the work unit. In that regard, the record reflects that presently the work is organized into work units; the same classification can work in several different Departments and locations throughout the campus. Additionally, the Union's approach is for overtime to be voluntary and hence they provide for a sign-up list. The University's approach is that overtime assignments are not voluntary; that if solicited to work overtime employees are expected to do so, and hence no overtime sign-up lists are provided for in the University's proposals.

In Paragraph H, the Union provides that the Steward shall

have access to overtime records; the University's proposal provides the same, except that it confines this right to records "showing the amount of overtime worked or refused during the last twelve months." In my view, under the applicable "as much as possible" criteria, a criteria both parties are agreed upon, some specific time frame is a practical necessity.

In Paragraph I, both parties are agreed that disputes over overtime opportunities can be grieved, but the University's proposal would limit the remedy for such to "prospective" remedies only. The Union's proposal would allow for a "back pay" type resolution. In this regard, the reported arbitration decisions reflect that overtime distribution issues are frequently brought to arbitration, and that sometimes a prospective resolution (such as preference for the next available overtime opportunity) is the ordered remedy, whereas or other occasions, a back pay remedy is ordered. Each case generally stands on its own in arbitration, and the particular circumstances can dictate whether a prospective remedy or back pay is the more appropriate. One can certainly understand why the University would seek to confuse the remedy for mistakes to the less costly prospective remedy only, but I believe greater flexibility is generally needed.

In Paragraph J, the University would contractualize it's policy and practice of Christmas week furlough (which as a practical matter in light of the Holiday schedule amounts to be three days of no work), whereas the Union would have employees

given the option of working, with preference for work being given to regular full time employees before intermittent, part-time, or temporary employees were given work.

In support of its positions the University, in it's narrative, asserts that:

> The reason for the University's disagreement with the Union's proposal is that the University recognizes the impracticality of absolutes. Presently, the University attempts to equalize overtime opportunity through various and differing policies and practices in the various departments of the University. Both the size and responsibilities of different work units render it totally impractical to attempt a common practice or procedure for all work units. Hence, each work unit has been left to develop its own, individually crafted practice or policy. For example, the Physical Facilities Department has adopted a written Standard Operating Procedure which addresses the question of equalization of overtime. It seems only sensible that the parties ought to be free to continue this ongoing development of practice and policy, a development which will best serve the needs of different groups. To hamstring the parties with restrictive contract language would be a disservice to all involved.
>
> [T]he University has for several years treated the

week between Christmas and New Years as a week during which bargaining unit employees are not scheduled to work. They have been permitted to use vacation time, optional holiday time, and compensatory time to receive compensation for the week in question. If one accepts the basic proposition that need for services dictates employment and the number of persons to be employed, it is hard to imagine a different policy.

Furloughing employees during the Christmas to New Years time period has been traditional with colleges and universities for decades. Some, as Miami, allow employees to use compensatory time and vacation time to receive compensation for the time off. Others simply engage in a layoff process which finds the employees unemployed for a period of time during the month of December.

Since the Union has already signed off on a 'Furlough' article which would permit the University to continue its policy here discussed, it is difficult for us to imagine why the Union has been reluctant to note the present Christmas week policy in the Hours of Work article. The University believed it to be wise, at the bargaining table, to specifically memorialize the standing practice, but the Union has resisted the University's request to do so. We believe the Union's reasoning is inconsistent with its earlier

acknowledgment in the 'Furlough' article that the University must be free to pay only for needed work. In any event, it would be foolhardy to leave the bargaining table with a dispute as to the intent with reference to this well-known practice. Therefore, the University proposes that the practice be memorialized in the subject article."

For it's part, the Union asserts that due to shifts worked, certain employees get most of the overtime. The Union opposes the University's "prospective" only remedy for misassignments of overtime. In it's defense, the University notes that it's dealing with multiple classifications (approximately 114) to multiple work units (some 55 in number) and that it does a reasonable job in distributing overtime opportunities. It's entitled to make a mistake now and again, asserts the University. It's okay to equalize overtime, but not at the expenses of efficiency, asserts the University, and efficiency is maintained by distributing overtime within the work unit.

As for the Union's Paragraph J, the University asserts its inconsistent to talk of working over the Christmas break, while at the same time recognizing the University's furlough rights. The Union asserts that notwithstanding the Christmas break, many employees are called-in to do cleaning, etc., during the Christmas break, and this reality is the basis for the "work" option in "J," and the preference for such work going to regular

full-time employees.

The Union touts it's proposal as offering a uniform method of overtime assignment, but the University asserts that one can't find a useful uniform formula with fifty-five (55) separate work units.

RATIONALE:

Careful review of the record evidence persuades me that, on balance, the University's proposal, along with some modifications (a deletion in paragraph "I" and an addition in paragraph "J") is at this juncture more appropriate. As previously indicated work is presently organized into work units, and efficiency dictates that overtime opportunities be assigned to those already doing the specific work concerning which more work on an overtime basis is needed. It appears to me that the "Department wide master list," concept suggested by the Union could well result in the inefficient assignment of an overtime opportunity to a senior employee within a Department who has not been performing the specific work involved in the overtime assignment. As for the Union's "shift" imbalance concerns, the University's paragraph G at least partially addresses the Union's shift imbalance concerns. As for the Union's record keeping concerns, paragraph H's specific references to "overtime records" and "overtime...refused" clearly contemplate that accurate overtime records are to be maintained. The University's arguments for flexibility as to those records are at this point in time

persuasive. If the flexibility experiment results in failures, then given the relatively short term of the Agreement recommended, corrections can soon be explored in future negotiations.

As previously indicated, the University's proposal that the remedy for overtime misassignments be prospective only is not favored. Hence, deleting the last sentence of the University's paragraph "I", and providing only that overtime disputes "shall be subject to the grievance procedures," as sentence one so provides, allows for flexibility of remedy, and the potential for back pay remedies as well as prospective remedies, for overtime mis-assignments.

As for paragraph J, as the University points out, to the extent there may be some misunderstanding surrounding the Christmas shutdown policies and practices, now is the time to correct same and spell matters out in the Contract. Thus the University's paragraph "J" language will be recommended.

Further in that regard, it appears to me that the University has misperceived the Union's "work option" proposal. As I see it the Union is not attempting to establish a mandate that employees be furnished work in the shutdown period, but rather only that regular full-time employees be given preference for such work as is available in the shutdown period. Since this is at bottom a morale issue, and since keeping morale high is in the public's interest and welfare, the recommendation herein will add language embodying the Union's concept in this regard to the University's

paragraph "J."

RECOMMENDATION:

It is recommended that paragraphs G through J of Article___, Hours of Work and Overtime, read as follows:

Paragraph "G" as per the University proposal set forth above

Paragraph "H" as per the University proposal set forth above

"Paragraph "I" as per the first sentence only of the University's proposal as set forth above

Paragraph "J" as per the University's proposal set forth above, and adding thereto the following:

"Regular full time employees will have preference over temporary, intermittent and part-time employees, for such work assignments as are available during the week between Christmas and New Years"

Issue __11__: Article_____Insurance

EVIDENCE & POSITIONS OF THE PARTIES:

The University proposes a continuation of the existing benefit program with two modifications. Those modifications will provide (i) that the deductibles for medical coverage, effective 1/1/96 shall be $250/$500 (single/family; and (ii) that employees shall pay for fifty percent of any medical premium increases which are effective 1/1/97 or thereafter. Alternatively, the University proposes that it be permitted to modify the existing benefit program for bargaining unit employees, during the term of the agreement, in the same manner and on the same date(s) that it might elect to so modify the benefit program for all other University employees.

The Union proposes "to maintain the current insurance

coverage for hospitalization, basic medical, major medical, life and accidental death and dismemberment. The Union wants to replace the current Dental coverage with the AFSCME Care Plan Dental II package. The Union further seeks to have Vision and Hearing Insurance added. The total cost for Dental II, Vision and Hearing would be $30.25 per employee, per month, which the Union proposes the University pick up. Finally the Union seeks to have the University add a perscription card program."

In support of its proposals the University asserts that it "has always maintained the same group insurance plan for every University employee, including administrators, faculty, and staff. This practice and policy has been maintained because it seems fair and because the administration of such a policy is significantly less cumbersome and less expensive that the administration of multiple plans. These reasons dictate the University's present position.

The University respectfully submits that the benefits provided in its present plan are extremely competitive, and further submits that no fair comparison of its overall group benefit plan could lead to a conclusion that suggests increasing benefits or benefit levels. To the contrary, the employees should understand that the group plan presently available to them is among the best in the State. In support of this proposition, the Fact Finder's attention is respectfully invited to the [correspondence] (See Appendix I) from William Mercer Incorporated, [a well-regarded insurance consulting firm] and the

summary plan description [put in evidence]. Particular attention is invited to the [fact] that on the medical front these employees enjoy an annual deductible of $125/$250 and an annual out of pocket maximum exposure of $500/$1000.

While the University believes that the above benefit analysis/comparison more than justifies its position in these negotiations, recent experience in the health care arena has painted an ominous cloud on the horizon, a cloud which further emphasizes the wisdom of not increasing University costs through the bargaining process.. Specifically, the University makes its benefit plan decisions and tracks its benefit plan costs on its fiscal year (July through June) basis. In that regard, while these negotiations have been in progress, a disturbing trend has been tracked with respect to health insurance costs for the 1995-96 fiscal year. for that year to date, through September, paid claims are up over eighteen percent compared to the same period for the prior year. Should this trend continue, it would result in expenditures of approximately $2.2 Million over 1994-95 health insurance budget. Bargaining additional costs, in the form of the Union's proposal for a drug card and/or vision coverage, would represent the ultimate in foolishness."

The University emphasizes that its overriding consideration is that it maintain a single benefit plan for all employees of the University; that it maintain a commonality of the benefit for all employees.

The University also points out that it is not as if there

presently were no dental or prescription drug coverage in place; there is. The current plan pays 80% of prescription drug costs and 100% after one's deductible is met. And unlike AFSCME's dental plan, there is no age limit in the present plan for orthodontic procedures.

The Union emphasizes that presently there is no vision or hearing plan in place, and that the AFSCME Plan it proposes furnishes such coverage at a modest cost. The University retorts that the present plan does provide "some" coverage for vision and hearing care expenses.

With respect to AFSCME's dental plan, the Union characterizes same as "much better" than the existing plan's coverage.

In the Union's view, the University's Alternative #1, calling for bargaining unit employees to absorb, effective 1/1/97, some 50% of any medical premium increases as objectionable on the grounds, among others, is that it "hits Union employees for expenses other employees are not asked to assume." The University's Alternative #2 is objectionable to the Union because it "sanctions unilateral action." Asserting, that of course it prefers its own proposal, the Union indicated it would prefer Alternative #2 over Alternative #1. The University expressed the view that it preferred Alternative #2. It is noted that the F.O.P.'s Contract reads essential as Alternative #2.

RATIONALE:

Maintaining employee morale and establishing a competitive

health and other insurance benefit at reasonable cost levels is certainly in the public's interest, and the public's interest is a statutory factor to be considered. The cost of any insurance program is reduced the grater the number of participants. The common and single benefit plan is less expensive and on that basis more reasonable. Additionally spreading the risk over a unit greater than the bargaining unit itself, a feature of the University's wall-to-wall plan and proposal is to the distinct advantage of bargaining unit employees. The University's Alternative #1 is a morale buster in that it asks more of bargaining unit than it does other employees. Such cannot be said of University Alternative #2. In addition, since Alternative #2 is in place in the F.O.P., the University possesses an internal comparable, a statutory factor, in support of it.

As for the Union's desire to "improve" the current level of the health insurance benefit by improving dental, vision, and hearing coverage, as the University asserts, such would be more convincing if the current coverage could be characterized as inferior or inadequate, but it cannot be so characterized. In this era of attrition in the level of benefits and other erosions to the health insurance benefit, the Union's proposal to increase the current adequate benefit level is out-of-step with current trends.

The Fact Finder is frankly sympathetic to the Union's objections to the "me too" concept of Alternative #2 as in effect

a sanctioning of unilateral action. However, where, as here, all employees would be affected by any decision made by the University, there are built-in restraints on the University's decision. Additionally, the short term recommended allows for a relatively recent effort to bring about a more equitable result at the bargaining table in the event the University were to render an inequitable decision.

In my view, on balance, the statutory factors preponderate in favor of the University's Alternative #2, and such shall be recommended.

RECOMMENDED:

It is recommended that the parties' Agreement read as follows:

ARTICLE_____Insurance

The University will continue to provide to benefit eligible employees in the bargaining unit the present group insurance plan (hospitalization, basic medical, major medical, dental, life and accidental death and dismemberment). However, the University reserves the right to modify that coverage, either in terms of benefit levels and/or cost to the employee, in the same manner and effective on the same date(s) as it may choose to alter such benefit levels and/or costs to all other University employees covered by said Plan. Additionally, the University reserves the right to change the present or successor insurance carriers, and to designate an alternate carrier or carriers of its own choice, in lieu thereof, so long as the same benefit levels remain unchanged.

Optional, additional, accidental death and dismemberment coverage will continue to be made available for employee purchase.

(Note: The parties have agreed to define "benefit eligible employee" as those whose regular schedule of hours is 32 hours or more per week for at least nine months per year, i.e., those specifically referenced in the previous contract as eligible for insurance coverage.)

Issue # 12 : ARTICLE_____ Wages

EVIDENCE AND POSITIONS OF THE PARTIES:

The Union seeks the following increases for each year of the contract. The Union further seeks a retroactive pay raise back to July 1, 1995.

July 1, 1995: The greater of 5% of yearly wage or $.53 cents per hour.

July 1, 1996: The greater of 5% of yearly wage or $.54 cents per hour.

July 1, 1997: The greater of 5% of yearly wage or $.55 cents per hour.

The Union also seeks to have a shift differential paid to people whose shift begins between the hours of 10:00 a.m. through 4:59 a.m. in the form of 1/2 hour paid lunch. For individuals who are regularly scheduled to work Saturday and/or Sunday, the Union requests shift differential in the form of one (1) hour paid lunch period per day.

Step Wage Pay Schedule - The Union proposes that the pay schedule be applied in the following way. When a new employee is hired, that employee enters at the probation pay step. Upon passing his/her probation period, the employee would then advance to step one. Thereafter, the employee would advance each year one step upon his/her date of hire.

Because there is no step wage pay schedule in place presently, the Union proposes the following method to incorporate current employees. First, the employees would receive their pay

increase for 1995 as 5% of their yearly wage or $.53 cents, whichever is greater. Next, the employee would be slotted into the appropriate place on the pay schedule; if the employee's pay is between steps, the employee would go into the next higher step. Finally, the employee would advance to the next step on the schedule upon his/her anniversary date of hire. If an employee is at the top of the pay schedule, or beyond, then that employee would receive his/her general wage increase when given each year. No employee should suffer loss of pay through implementation of this Step Wage Pay Schedule.

The Union also seeks to reinstate the longevity pay range and schedule in effect on July 6, 1991.

Employees shall receive an additional five (5) cents per hour longevity pay upon their twenty-fifth (25) year of service. No employee shall suffer loss of longevity pay through implementation of this provision.

The University proposes to continue the present pay ranges and present assignment of classifications to the respective pay ranges. Within this framework, the University proposes the following:

(i) 3% general wage increase, effective the day following ratification of the new contract;

(ii) 2.0% general wage increase, effective on the first anniversary date of the new contract;

(iii) for all employees with at least (10) years of University service as of December 1 of the respective year, a lump-sum

payment to be made in December, in a percentage (of annual pay) amount identical to that granted on such occasions by the University to its non-bargaining unit classified staff (this is not a guarantee that such a payment will be made each year or in any given year); and,

(iv) upon completion of the market pay study and the classification study to be conducted by the University within the term of this Agreement, the University will advise the Union as to results, and will be permitted to implement the recommendations of such studies, so long as no employee is reduced in pay.

In support of its positions the University asserts that its "position is simple. We seek to maintain a

compensation package which reflects the market, and assures the University's capacity to recruit and retain qualified personnel. Everything the University has done over the past ten years and each position it has taken in these negotiations is based on these principles and designed to achieve such result.

In identifying the market from which data is drawn, the University has selected southwestern Ohio and parts of Indiana as the appropriate areas for purposes of evaluating wage adequacy within this bargaining unit. It is respectfully submitted that this market identification is actually quite generous from the employee's point of view in that it captures employers within the greater Cincinnati area, although the great majority of bargaining unit employees actually reside in the more sparsely populated areas of Butler and Preble Counties.

The University's plan, since 1986, has been to conduct a compensation survey approximately every three years. These surveys have been conducted by independent consultant (William Mercer, Incorporated) and they have covered employers in the above market area. The purpose has been to determine how the University's compensation package compares. (During years intervening the surveys, the University makes annual adjustments to employee compensation in order to address untracked, but predictable, wage adjustments in the market.) The University believes that it should find itself near or slightly above the middle of the pack. The intent, therefore, is to make adjustments where the survey reflects something other than such middle range placement. In the case of surveys taken over the past ten years, such adjustments have been made in the few cases where findings have reflected that a job classification was misplaced in terms of market competitiveness.

In the case of this bargaining unit, known by the University as its Service and Maintenance staff, the last formal survey was

conducted in 1991. Another survey was planned for 1995. Indeed, with respect to non-bargaining unit personnel such survey is well under way. However, about the time that preparation for the survey was to commence, the Ohio Supreme Court overruled the Butler County Court of Appeals, and instructed the University to reestablish a bargaining relationship with AFSCME. That order and the ensuing year of preparation, as well as the present negotiations, has delayed the anticipated survey. The University now includes in its proposal a provision that the delayed study should proceed, that AFSCME should appoint three of its members to serve on the committee working with the consultant, and, that the University be permitted to make those adjustments recommended by the survey (those adjustments necessary to meet the market), mid-term, during the anticipated contract with AFSCME. This will permit any examples of non-competitive compensation to be immediately addressed. Under the University's proposal, no employee would be reduced in pay as a consequence of the survey and its results. It is our understanding that AFSCME has agreed, at least in principle, to this part of the University's proposal.

The fact is that the 1991 survey found the University's compensation package for Service and Maintenance staff to be above average among area employers. (A few exceptions were addressed by the University in moving several classifications to higher pay ranges.) Since the 1991 survey, the University has continued its annual or more frequent adjustments to maintain its position in market, and to be fair to the employees. (See Appendix II)

The above-referenced pay adjustments have kept pace with the Consumer Price Index since 1991 (Appendix III), and the University believes that they have more than kept pace with the area market place. The latter conclusion, of course, is to be tested by the earlier discussed survey.

The University is proud of how it has managed its compensation package over the past six years, and respectfully submits that its record of good faith with its employees is entitled to considerable weight in analyzing its present proposals. Several years during the early 1990s were lean in terms of higher education funding by the State of Ohio. Yet, the University found ways, based on its available resources, to keep pace. It found ways to make year-end longevity payments, and it passed on unexpected dollars to employees when health care coverage adjustments produced lower costs through reduced usage.

The reason the Univesity sees this history as material to the instant dispute is that it proves the University's intent to be fair within its financial limitations. The fact is that the University would much prefer a second year contract arrangement which would guarantee no wage increase, but which would permit the University to implement a wage increase indentical to the amount (percentage) which the University may grant its non-bargaining unit classified employees. Should the Fact Finder believe this to be a fair approach, the University would be pleased. We have not set forth this proposal in contract language form only because we feel it more traditional to present the Fact Finder with a firm second

year wage proposal. In that regard, however, it should be emphasized that current assessments reflect our two percent second year offer as stretching the outer limits of sensible commitment.

In support of the University's proposal, the Fact Finder's attention is respectfully invited to the following considerations:

1. Turnover - During the 1994-95 fiscal year (July 1, 1994 through June 30, 1995), a total of twenty-four benefit eligible employees voluntarily left bargaining unit positions with the University. (This includes both the certified unit and the stub unit.) This 2.7% annual turnover rate would seem to be the best evidence of the proposition that these bargaining unit positions are seen by those holding such positions as very good jobs for a very good employer. Further attestation is the fact that the University continually maintains an overflow of job applications from members of the public seeking employment at the University.

2. History of wage increases - As the attached document reflects, the University has implemented significant wage increases and lump-sum adjustments since expiration of the most recent contract between the parties.

3. Cost of Living Considerations - Since the 1991 wage and benefits survey and the adjustments implemented as a consequence thereof, general wage increases implemented by the University have exceeded increases in the relevant consumer price indices. It is respectfully submitted that the great bulk of the employed population of this country cannot make that statement. Moreover, during that same period of time, the University has made several lump-sum benefit payments which are not reflected in the figures recited.

4. AFSCME Agreement With City of Cincinnati - Attention is respectfully directed to the recent agreement between AFSCME, Ohio Council 8, and the

City of Cincinnati. This settlement is informative in terms of how the Union sees the present landscape. Increases of 2.5% in both the first year and second year of the contract with the City of Cincinnati speaks volumes. It might also be noted that AFSCME members employed by the City of Cincinnati are paying $36 per month toward health benefits.

5. University of Cincinnati Clerical Agreement -

The University of Cincinnati and SEIU have just reached agreement on a new contract for 1,000 employees calling for 3% annual increases in pay.

6. Settlements Generally - Attention is respectfully directed to the BNA, Daily Labor Report and to SERB's publication of 1994 wage data. All of these documents reflect nothing more than that which everyone in the labor relations community knows, i.e., a 3% increase over the past several years has represented a very favorable result in the collective bargaining sphere, both public and private.

7. Union's Proposal - reflects, The Union's proposal fails to reflect any serious thought on the subject of wages. Its overall cost of over 18% in the first year is so far removed from reality as to forgive any need for response.

8. Miami/FOP Agreement - Because we have heard about it at the bargaining table, we anticipate that AFSCME will ask the Fact Finder to take into account an agreement reached between Miami University and the Fraternal Order of Police (Lodge No. 38) this past summer. Although that settlement did result in substantial wage increases for the nineteen bargaining unit employees employed by the University's Department of Public Safety, we also urge consideration by the Fact Finder of this settlement. In short, the reasons for the FOP settlement are the exact reasons the University relies upon in the instant case. Specifically, as Miami approached expiration of its agreement with the Fraternal Order of Police this summer, it was faced with several facts. First, for several years the Universi-

ty had been unable to retain police officers because, following initial training by the University, they were able to obtain substantial increases in wages by accepting positions in law enforcement with surrounding law enforcement agencies. Second, the reason for this substantial turnover was documented in a wage and benefit survey conducted by the University, a survey which reflected that the University's wage rate for law enforcement personnel was very substantially below the market. As a consequence of these facts and conclusions, the University affirmatively approached the FOP with a proposal to dramatically increase wage rates. In fact, the ultimate settlement was essentially the University's original proposal. Additionally, the elements of the FOP settlement should be of interest to the Fact Finder. First, the agreement adopts pay ranges. Second, increases in the second and third years of the contract, if any, for those not at the top of their pay range, are solely merit based. Third, any increases in pay for those above range will be in an amount to be determined by the University as that to be applied to all non-bargaining unit classified personnel. Finally, the FOP settlement included absolutely no improvement in group benefit plan provisions, and permits the University to make adjustments in that plan to the extent that the same adjustments are made with respect to other non-bargaining unit University personnel. In short, the FOP settlement is exactly what the University would like to see as a result of negotiations with AFSCME, i.e., a wage structure based upon market considerations, and a single benefit plan subject to those adjustments made with reference to the University community at large.

7. Automatic Wage Steps Schedules For several reasons, the University adamantly opposes a return to wage step schedules, as contrasted with its present compensation program of pay ranges. First, as the Union's proposal graphically establishes, placing individuals in this bargaining unit on wage step schedules which anticipate periodic increases based on length of service, in addition to general annual wage increases, is cost prohibitive. Second, in the longer term, the existence of

wage schedules requiring periodic increases to large numbers of employees is inconsistent with sound fiscal policy. In short, since the increases are tied merely to the passage of time the financial health of the employer plays no part. As a consequence, in bad times, the employer is unable to fully manage its resources because of contractual commitments toward wage increases unrelated to performance or the employer's financial health. In such circumstances, of course, employees who are at the top of a wage schedule suffer as a result of the diversion of any available funds which might have otherwise been more equitably distributed across the bargaining unit. Finally, while the University's present proposal for an initial short-term contract does not force the Union to come to grips with the question of merit, the University's long term view is that merit must play a role in compensation decisions. In the interest of permitting further bargaining with respect to this subject, during bargaining toward subsequent agreements, retention of the present pay range structure is critical.

The Union seeks partial reinstatement of the Step wage progression and the longevity pay system which existed under its initial Agreement with the University. Referring to the University's unlawful refusal to bargain, the Union asserts that failure to restore these provisions is tantamount to telling a burglar to keep what he took.

The Union further asserts that the University, in its longevity proposal and its wage survey proposal "seeks total unilateral control over compensation issues which are subject to the collective bargaining process." The Union asserts that the University simply prefers to make compensation decisions all on their own, whereas the Union is entitled to, and seeks, a significant voice in such matters. Thus, the Union points out that it had no voice in selecting what Entities would be looked at to compare with the University And three seats on the Committee does not equate to meaningful influence.

As for the City of Cincinnati/AFSCME Wage Settlement of 2.5% relied upon by the University, the Union asserts that the University's supporting data fails to disclose the higher base rates in place there.

The Union asserts that it particularly takes issue with the automatic implementation aspect of the wage survey proposal of the University; that the Union seeks to bargain over the matter since it so clearly impacts on employee wages.

In defense of its retroactivity to 7/1/95 retroactivity date, the Union asserts it picked said date because non-

bargaining unit employees got a 4% raise at that time.

The Union points to the Summer '95 edition of The Miami University Report which reported that University President Risser had announced "that for 1995-1996 Miami University is allocating 4.25 percent for [merit] salary increases for faculty and staff." This same article reported that "(t)ypical raises will be between 3.5 and 4 percent." Also reported were increased enrollment meaning more state subsidies, i.e. greater ability to pay the Union's wage demands, asserts the Union.

The Union further asserts that its own wage comparison survey (Appendix IV) fully supports the compensation package it seeks. This survey reflects compensation at Ohio University; Kent State University; Central State University; Wilberforce University; and Cuyahoga Community College, all "comparable" institutions and bargaining units, asserts the Union. On average base wages aren't competitive with these other universities, asserts the Union, such that the 5% it seeks is in the ball park.

The Union asserts that with a potential 4% increase for other University employees and 4+% to faculty, how is the 3% the University is offering this bargaining unit appropriate?

The Union seeks a .53 cent increase for the low end employees; they need a boost, asserts the Union. The University points out this is a 9% raise.

The Union points to the F.O.P. Contract with its double digit raises for many and asserts the University can afford its demands here.

RATIONALE:

The wage issue is always a difficult one, and it remains so here. Much of the Union's case rests in the remedial aspect of the unlawful refusal to bargain. However, as noted at the outset of this Report under the Background section, that viewpoint is found to not be valid. As the Fact Finder sees it, it was for the Courts, and not the Fact Finder, to direct reinstitution of the compensation scheme the parties had agreed to in their initial Contract; it apparently failed to do so. In essence, I find myself without jurisdiction to do so under the guise of Fact Finding. Thus, implicit in the Union's effort to restore at least in part the step scheme of compensation is a claim for change from the status quo pay range scheme of compensation based on wage inequity grounds. And while in my view wage inequity claims can be brought to Fact Finding, they are particularly difficult to establish. Suffice it to say that the heavy burden of proving true wage inequity was not established here. Moreover, reversion to the Step System would clearly be substantially more expensive than the present pay range system.

A daunting volume of statistics, supporting documentary evidence, and extended argument were presented, but a salient feature of collective bargaining in the mid-nineties is that across-the-board increases are typically in the threes. This is corroborated by much of the documentary evidence submitted by both of the parties. Thus the 5% the Union seeks (and 9% in effect for the lower pay rates) is simply out-of-step. At the

same time, the 3% and 2% the University proposes is too parsimonious. This is so in light of the average increase being reported in the University news as greater than that; the recent 4% increase. In my view a 3.5 % across-the-board increase followed by a 3% across-the-board increase a year later is more appropriate.

I find for the reasons and objections advanced by the Union that the wage survey and its automatic implementation unnecessarily side steps the bargaining process, including the statutory impasse procedures, where, as here, the bargaining unit does not consent to waiving their bargaining rights in the matter.

With respect to longevity pay, I note that while the University's proposal contains the undesirable feature of unilateral control, it does serve to contractualize a longevity pay concept, which is desired by the Union. I shall therefore recommend it. As for the Union's shift differential concept, I don't believe a case for it has been made out.

RECOMMENDATION:

It is recommended that the parties' Agreement provide as follows:

ARTICLE_____ Wages

The pay ranges in existence as of December 1, 1995, shall be in effect during the term of this agreement.

Each classification shall be assigned to the same pay range to which assigned prior to the effective date of this agreement.

Procedures and policy relating to pay treatment upon promotion or reclassification shall be the same as those

procedures in effect prior to the effective date of this agreement, unless a contrary provision appears herein.

Within the framework referenced above, the following will apply:

(a) On the first day of the next payroll period after the effective date of this agreement, each bargaining unit employee will receive a three and one-half percent wage increase, i.e., his/her hourly rate shall be increased to 3.5% above the rate at which he/she was being paid on the date immediately prior to the effective date of this agreement.

(b) Effective the first day of the next payroll period following the first anniversary date of this agreement, i.e., twelve months following the effective date of this agreement, each employee shall receive a three percent wage increase, i.e., his/her hourly rate shall be increased by 3.0% above the rate at which he/she was being paid on the date immediately prior to the first anniversary date of this agreement.

(c) For all employees with at least ten years of University service as of December 1, 1996, a lump-sum payment shall be made in a percentage (of annual pay) amount identical to that granted on such date by the University to its non-bargaining unit classified staff (this is not a guarantee that such a payment will be made.)

This concludes the Fact Finder's Report and Recommendations.

Dated: January 8, 1996

Frank A. Keenan

FRANK A. KEENAN
Fact Finder

APPENDIX I

WILLIAM M.
MERCER
INCORPORATED

Robert H Brown
Principal

November 20, 1995

Mr. William Moul
Partner
Thompson Hine and Flory
10 West Broad Street, Suite 700
Columbus, Ohio 43215

RE: Miami University

Dear Mr. Moul:

Dennis Deahl of Miami University has asked us to provide you with information relative to the University's employee benefit programs.

The University currently provides a single plan of benefits to all eligible employees. In our opinion, it is a comparatively generous package of benefits for those individuals appointed to a position working at least 32 hours per week for at least 9 months of the year. In some cases, benefits are also available to long-service part-time employees.

Historically, Miami University has viewed the single plan approach as the most equitable one, and are proud of the fact that all employees enjoy the same benefits. They would prefer to avoid the class distinctions that are inherent in many employer plans, both from a fairness and a cost perspective.

Following is a brief description of the benefits provided.

The University provides medical benefits to all eligible employees on a non-contributory basis, regardless of single/family coverage, which we find highly unusual. Based on our experience with other clients and our knowledge of the industry, the vast majority of employers (roughly 9 out of 10) require employee contributions for dependent coverage. Furthermore, approximately 7 out of 10 also require contributions for employee-only coverage.

Miami pays the full cost for dental coverage for benefit-eligible employees, plus 75% of the cost for dependents. Their plan design is typical of many plans we see. In a recent national survey we conducted regarding dental benefits, the majority of plans (58%) responding pay 50% of orthodontia fees, as does Miami's plan, and 9% pay more than that, but one in five plans do not provide ***any*** reimbursement for orthodontia. The survey further indicated that the average share of dental plan costs paid by the employee is 28%, which includes employee-only costs as well as dependent costs.

One Columbus Suite 1100
10 West Broad Street
Columbus OH 43215 3475

614 227 5500
Fax 614 224 7676

A Marsh & McLennan Company

The University also provides long term disability insurance, group term life insurance, accidental death and dismemberment protection, and general and professional liability protection, all at no cost to the employee. In addition, they make certain tax-favored salary reduction plans available, including both medical and dependent care flexible spending accounts, and retirement and tax-deferred annuities. Their sick leave and vacation policies are as good as, or better than, the vast majority of plans we see.

Mercer's Opinion Regarding Miami University's Benefits:

General Competitiveness:

Based on our experience with other clients and our knowledge of the industry, we find the University's total benefits program to be highly competitive and comparatively rich when compared to those of other employers. Considering the fee waiver, Miami's benefits are even more generous. While many universities offer this benefit, they also include employee contributions to a greater extent on other benefits. Other employers may offer tuition assistance plans, but they are not as rich as the University's, especially considering the fee waiver is also available to the spouse and children of the employee after three years of employment.

One Plan Versus Multiple Plans:

In our opinion, there are definite advantages to the University using a single program approach for all eligible employees, from a variety of perspectives. We agree with the University's philosophy regarding internal equity, since that issue is important to them. Furthermore, a single plan approach allows a uniform set of communication pieces, is more easily administered with fewer errors, and is more cost effective. Fragmenting the plan and carving out different levels of benefits for different groups of employees will result in higher administrative costs, since the claims administrators will need to differentiate the various groups and apply different benefit formulas. Reporting the group's financial experience on both a sub-group and consolidated basis will also involve further administrative expense. As a result, costs will increase.

There are many good reasons for maintaining a single plan design, as discussed above. In order to do so, however, the University must have the flexibility to adjust their benefit levels and cost sharing methodologies as a result of claims experience and their desire to remain competitive with other employer plans. Therefore, we urge that this flexibility be retained in negotiations with AFSCME.

As a result of a high level of medical claims occurring in recent months, the University will probably be forced to implement increased cost sharing next year. Therefore, we would urge the University to bargain for increased employee participation in benefit costs at this time.

The Impact of a Prescription Drug Card from Community Mutual's Perspective:

Community Mutual (Anthem BC/BS) offers a prescription drug card program. Based on information received from their representative, implementation of a card program for a subset of employees, while maintaining the current program for other employees, will result in an overall cost increase of 5-7% over current costs, depending on the chosen benefit level. Under the current arrangement, prescriptions are included with other covered medical expenses subject to the deductible before any benefits are paid. If a card program is implemented, benefits for covered prescriptions will be paid out before the deductible is met, thereby increasing plan costs. In addition, since prescription drugs will no longer apply to the deductible, it will be more difficult for the employee to meet the deductible for other medical expenses, such as doctor's office visits. The savings achieved through negotiated discounts will mitigate some of these cost increases; however, as mentioned earlier, the administrative costs for including a separate carve-out program for a given group will be higher due to the vendor's need to differentiate among the sub-groups.

Per your request, we contacted other universities in Ohio to determine their current levels of employee contributions for medical and dental coverage. The attached page displays the information we were able to obtain on short notice. Please note: We have made no attempts to compare the specific plan provisions; our survey related to employee contributions only.

I hope that this information is helpful. If you have any questions, please feel free to contact me at (614) 227-5506.

Sincerely,

Bob Brown

Robert H. Brown
Principal

p:\muv\wp\moul.ltr

TMB/RHB/MAH/tmb
Attachment

cc: Dennis Deahl

COMPARISON OF OHIO UNIVERSITIES' EMPLOYEE CONTRIBUTIONS FOR MEDICAL AND DENTAL COVERAGE

University	Current Employee Contributions
Wright State University	Monthly employee contributions are for medical and dental coverage combined and vary according to annual base pay. Employees earning less than $25,000 pay $10 for ee only; $20 for ee + 1; and $30 for ee + 2 or more dependents. Those earning $25,000-$49,999 pay $20 for ee only; $35 for ee + 1; and $50 for ee + 2 or more.
Sinclair Community College	Employees pay 20% of the medical costs and 20% of the dental costs.
University of Cincinnati	Have a flex plan with multiple options. For 2 of the 3 medical plans, there are no contributions for employees or dependents. For the Super Blue Plus PPO Plan, monthly costs are $10 for ee only; $20 for ee + 1; and $30 for ee + 2 or more dependents. For dental, 1 of the 3 plans is free. One plan has contributions of $2, $6, and $8; while the other has contributions of $18, $33, and $50.
Ohio State University	Have 4 medical plans and 2 dental plans. OSU pays 85% of the lowest cost plan and the employee pays the balance. Therefore, employee pays significantly higher costs for the richer options.
Youngstown State University	Currently have no employee contributions. Due to rapidly increasing medical plan costs in 1993, they anticipated implementing employee contributions. However, their carrier (BC/BS of Ohio) wanted to keep them as a client in order to maintain their provider discounts in the Youngstown area. Therefore, they negotiated no increase in rates for 1993 to 1998. Should rates increase at that time, YSU reserves the right to implement employee contributions.
Kent State University	Offer 3 medical plans and 2 dental plans. The gatekeeper PPO has no employee contributions. The open PPO and HMO have contributions based on salary, from $7.19 per month to $32.81 per month for ee only coverage to $16.94 to $119.30 per month for family coverage. Under the dental plan, there are no employee contributions for employee coverage, but costs for dependent coverage range from $7 to $43 per month.

APPENDIX II

MIAMI UNIVERSITY

Service and Maintenance Staff

Post-August 19, 1989 Compensation Adjustments

Date	Event	Amount
August 19, 1989	Pay Increase	3.6%
August 4, 1990	Pay Increase	3.75%
July 6, 1991	Pay Increase	2.0%
January 4, 1992	Pay Increase	1.5%
June 20, 1992	Pay Increase	1%
December 1, 1992	Longevity Service Payment	.75% of annualized salary
December 18, 1992	Lump Sum Payment	$150.00
July 3, 1993	Pay Increase	3% - (1% general; 2% merit)*
December 3, 1993	Longevity Service Payment	1% of annualized salary
July 2, 1994	Pay Increase	4% - (1% general; 3% merit)*
October 21, 1994	Lump Sum Payment	$377.94
December 2, 1994	Longevity Service Payment	.625% of annualized salary

***The manner in which the University administered its merit pay provision found all but a handful of employees receiving the full general and merit pay adjustment. Those not eligible for the merit pay increase would have been those individuals who had documented evidence of unsatisfactory service. Those individuals at the maximum of their pay grade would not be eligible for the general pay raise.**

Total Increases (Wages) - 18.85%
Total Lump Sum Payments - Approximately 4.4%

APPENDIX III

MIAMI UNIVERSITY

GENERAL WAGE ADJUSTMENTS SINCE 1991* WAGE & BENEFIT SUMMARY

YEAR	MIAMI GENERAL WAGE INCREASES	C.P.I. - W (all cities)	C.P.I. - W (Cincinnati)
1992	2.5%	2.9%	2.4%
1993	3.0%	2.8%	2.8%
1994	4.0%	2.5%	3.3%
Total (not compounded)	9.5%	8.2%	8.5%

*Adjustment to address survey results, where necessary, were made in 1991. These general increases are post adjustment. These general increases do not include other lump sum payments.

APPENDIX IV

Union Exhibit #4

SURVEY WAGE COMPARISON

Prepared on behalf of AFSCME Local 209

MIN MID PT. MAX.

Laborer:
Miami 6.41 7.70 8.98
Ohio Univ. . . . 9.43 10.48
Wilberforce . . . 8.52 8.71 8.90 9.11

Food Service Worker:
Miami 6.80 8.16 9.52
Ohio Univ. . . . 9.74 10.82
Kent 6.64 6.97 8.96

Delivery Worker:
Miami 7.21 8.65 10.09
Kent 7.43 7.80 10.03
Central State . . 8.66 8.95 9.25 9.77 9.91 10.20 10.28 10.34 . . .
. . . . . 11.11 11.35 (Delivery Worker 1)
and . . . . 8.83 9.69 11.15 11.72 11.98 (Delivery Worker 2)

Baker:
Miami 7.64 9.17 10.70
Ohio Univ. . . . 10.07 11.19 (Baker 1)
Kent. 7.43 7.80 10.03
Central State . . 8.66 8.95 9.25 9.77 9.91 10.20 10.28 10.34 . . .
. . . . . 11.11 11.35 (Baker 1) (No Baker was listed)

Senior Baker:
Miami 8.10 9.72 11.34
Ohio Univ. . . . 10.73 11.92 (Baker 2)

Maintenance Repair Worker:
Miami 7.64 9.17 10.70
Ohio Univ. . . . 10.07 11.19 (Maintenance Repair Worker 1)
Kent 8.46 8.88 11.42

Senior Maintenance Repair Worker:
Miami 8.10 9.72 11.34
Ohio Univ. . . . 10.38 11.53 (Maintenance Repair Worker 2)

Assist. Painter:
Miami 7.64 9.17 10.70
Ohio Univ. . . . 11.40 12.67 (Painter 1)
Central State . . 10.72 (Painter 1)

Painter:
Miami 8.10 9.72 11.34
Ohio Univ. . . . 12.08 13.42 (Painter 2)
Kent 9.09 9.54 12.27
Central State . . 11.33 12.89 14.71 (Painter 2)
(Assist Coating Shop Supervisor: Miami) 9.65 11.57 13.50

Assist. Plumber:
Miami 8.58 10.30 12.02
Ohio Univ. . . . 10.38 11.53

Carpenter:
Miami 8.58 10.30 12.02
Ohio Univ. . . . 11.40 12.67 (Carpenter 1)
Kent 9.09 9.54 12.27
Central State . . 10.72 (Carpenter 1)
Wilberforce . . 10.20 10.47 10.74 11.04 (Tradesperson)

Mover Supervisor:
Miami 8.58 10.30 12.02
Ohio Univ. . . . 12.67 11.40 (Mover 2)

Master Plumber:
Miami 10.22 12.27 14.31
Ohio Univ. . . . 12.08 13.42 (Plumber 2)
Central State . . 11.33 12. 03 12.57 12.89 13.07 13.60
. . . . . 14.71 (Plumber 2)

Locksmith:
Miami 8.58 10.30 12.02
Ohio Univ. . . . 10.38 11.53 (Assist. Locksmith)
Kent 9.09 9.54 12.27

Assist. Locksmith Shop Supervisor:
Miami 9.65 11.57 13.50
Ohio Univ. . . . 11.40 12.67 (Locksmith 1)
Central State . . 11.33 12. 03 12.57 12.89 13.07 13.60
. . . . . 14.71 (Lochmith 2)

Electrician:
Miami 9.65 11.57 13.50
Ohio Univ. . . . 12.08 13.42
Kent 9.09 9.54 12.27

* Please note the scales listed above for Kent State are 1996 scales. Kent State employees received a 3% raise for the year 1995.