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STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF FACT-FINDING)	BEFORE FACT FINDER:
)	JAMES E. RIMMEL
CITY, COUNTY AND WASTE PAPER DRIVERS, LOCAL UNION NO. 244)	CASE NO.: 97-MED-09-0849
)	FILE: 97-12-313
And)	HEARD: 22 JULY 1998
CITY OF BRUNSWICK, OHIO)	BRUNSWICK, OHIO
		REPORT ISSUED: 31 JULY 1998

APPEARANCES

For the City:

Gary C. Johnson, Attorney
Skip Trimble, City Manager
Greg Crain, Safety Services Director

For the Union:

Jarrell B. Williams, Business Agent
Jeffrey L. Doron, Secretary/Treasurer
Laurie Larkin, City Clerk
Gary A. Kubey

BACKGROUND

This matter comes on as a public sector fact-finding pursuant the Ohio Revised Code Chapter 4117 and is before me as a result of impasse in bargaining between the parties on a successor collective bargaining agreement. There are approximately 20 employees in the bargaining unit represented by Teamsters Local 244, employees assigned to the Departments of Parks and

Recreation, Public Service, Finance, and Division of Fire.

According to the record, the parties proceeded through the statutory process of negotiation, including mediation by this Fact-Finder, without completely resolving all issues associated with the consummation of a successor collective bargaining agreement. In any event, following the afore-referenced mediation by this Fact-Finder on 8 June 1998, the parties have brought to formal hearing two (2) unresolved issues; namely, Wages over an agreed-to three-year term and Prescription Deductibles under the City's program of insurance benefits.

Both parties proffered the pre-hearing statements required under Ohio Administrative Code Rule 4117-9-05(f) within the prescribed time frame. In addition, each party was presented the opportunity to proffer evidence and argument in support of their respective positions, with both availing themselves to these opportunities. That proffered, along with the criteria set out under Ohio Administrative Code Rule 4117-9-05(k)(1)-(6), were considered and evaluated in arriving at the recommendations which follow:

WAGES

RECOMMENDATION:

EFFECTIVE 1 JANUARY 1998, INCREASE THE WAGE RATES FOUND UNDER ARTICLE XXVII BY 3.5%.

EFFECTIVE 1 JANUARY 1999, INCREASE THE WAGE RATES FOUND UNDER ARTICLE XXVII BY 3.5%.

EFFECTIVE 1 JANUARY 2000, INCREASE THE WAGE RATES FOUND UNDER ARTICLE XXVII BY 3.0%.

RATIONALE:

The parties are not in dispute relative to the afore recommended across the board wage increases over the three (3) year term of their agreement. What is of issue is the Union's request for an additional \$.25 per hour stipend for clerical personnel as a wage rate inequity adjustment. To this point, the Union references data from three (3) comparable Ohio cities in Cuyahoga County; namely, Parma Heights, Maple Heights, and North Olmsted, in contending there exists a disparity or inequity in these rates vis a vis Brunswick bargaining unit clerical personnel. In turn, the City, while taking exception to the applicability of the afore-referenced comparables, contends relevant comparables reflect that City bargaining unit clerical personnel are more than adequately paid, citing in support wage and benefit data for the cities of Wadsworth, Medina, Strongsville, North Royalton, Broadview Heights, Fairview, Middleburg Heights, and the County of Medina as well as the Board of Education for the City of Brunswick. The City emphasizes that from a total compensation perspective, Brunswick employees are appropriately paid. In addition, it argues that the City regularly undertakes wage studies and has, where necessary, made inequity adjustments when such are shown to be needed. The City further emphasizes that proffered in the way of wage increases over the three (3) year term is consistent with other bargaining units within the City.

The problem with that being sought here by the Union as to its merit is that it simply is not supported by cogent evidence establishing that like positions are, in fact, paid more for doing basically the same type of work. There is also nothing of record to counter the Employer's argument that from a total employment cost standpoint, as well as net take home pay, Brunswick employees are at least equal to, if not better off, than referenced cities of record. In any event, this record is insufficient to support the adoption being sought by the Union or considering any other form of wage rate inequity

adjustment for the forthcoming contractual term.

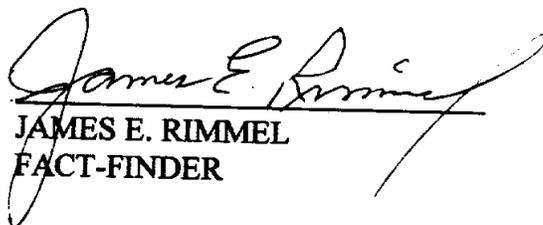
PRESCRIPTION DRUG DEDUCTIBLES

RECOMMENDATION

THE PRESENT LEVEL OF PRESCRIPTION DRUG BENEFITS, INCLUDING DEDUCTIBLES, AS PROVIDED UNDER THE PROVISIONS OF ARTICLE XVIV, PARAGRAPH F, OF THE PARTIES' AGREEMENT ARE TO BE CONTINUED UNCHANGED DURING THE LIFE OF 1998-2000 AGREEMENT.

RATIONALE:

While the Employer has been able to negotiate increases in applicable deductibles, i.e., from \$1/\$2.00 to \$5/\$10.00 under other City agreements, those changes have apparently come at a price. In other words, they were the product of give-and-take negotiations. Likewise, it is relevant that of all City employees, only 25% are presently subject to the higher deductibles. In noting such, I would emphasize to the Union that the sought-after increases are, in all likelihood, inevitable given the reality of medical insurance costs. In any event, on balance, I do not believe that such a change is warranted at this time, especially in light of the existing co-pay arrangements existing in the comparable cities cited by this Employer.


JAMES E. RIMMEL
FACT-FINDER