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STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF FACT-FINDING	)	BEFORE FACT FINDER: JAMES E. RIMMEL
TEAMSTERS LOCAL UNION 377 (PROFESSIONAL EMPLOYEES)	)	CASE NOS. 97-MED-12-1282/1283
And	)	HEARD: 2 JULY 1998 YOUNGSTOWN, OHIO
MAHONNG COUNTY CHILD SUPPORT ENFORCEMENT AGENCY	)	ISSUED: 18 JULY 1998

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APPEARANCES

On behalf of the Teamsters:

Basil W. Mangano, Attorney

On behalf of the Agency:

J. Kevin Sellards, Human Resources  
Director, Mahoning County

BACKGROUND

These matters come on for fact finding following impasse between the parties in their negotiations of initial collective bargaining agreements. There are two bargaining units involved in this fact finding, one that contains five (5) staff attorneys, one (1) administrative hearing officer and one (1) administrative assistant. The second unit contains one (1) data entry supervisor, one (1) intake supervisor, two (2) pre-order supervisors, one (1) post order/computations supervisor, one

(1) post order/interstate supervisor, one (1) post order/review supervisor, one (1) post order/enforcement supervisor, one (1) distribution supervisor, one (1) switch board operator, one (1) location supervisor, one (1) cashier supervisor, one (1) legal clerical supervisor, one (1) SETS supervisor, one (1) SETS trainer, one (1) PC specialist and two (2) financial analyst.

According to the record, the newly designated bargaining agent commenced negotiations with the Agency in February 1998, with the parties consummating tentative agreements on various matters prior to SERBs appointment of me as fact-finder. In any event, the parties proffered for fact finding ten (10) issues, including subdivisions thereunder, a significant number of which we were able to mediate resolution of prior to commencing formal hearing on 2 July 1998. That which the parties proceeded to formal hearing are the following four (4) issues, issues that the parties were allowed to proffer evidence and argument in connection therewith, with both availing themselves to those opportunities. The issues are as follows:

1. Duration of Agreement
2. Holidays
3. Hours of Work, including start and finishing times, and lunch hour
4. Wages

The positions of the parties, as outlined in their prehearing submittals as required under Ohio Administrative Code Section 4117-9-05(F), as well as all written evidence and argument proffered at hearing, were fully considered and evaluated in arriving at the recommendations that follows. That proffered was extensive and as such, will not be iterated in the body of this report or appended thereto. Suffice it to say, however, all matters were fully evaluated in accord with that prescribed under Ohio Administrative Code Section 4117-9-05(K)-(1)-(6).

## 1. DURATION OF AGREEMENT

### RECOMMENDATION:

THE PARTIES NEW COLLECTIVE BARGAINING AGREEMENT IS TO RUN FROM 1 JULY 1998 THROUGH AND INCLUSIVE OF 30 JUNE 2000.

### RATIONALE:

The evidence proffered by the Union, including the signed off issue concerning duration dated 11 March 1998, clearly manifests an intent of the parties to have an initial two-year agreement. The afore document, however, does not reflect the claimed intent to commence said agreement retroactive to 1 January 1998 as contended by the Union. In fact, in signing off on this document, a document that reflects a termination date somewhere in the year 2000, the Union's retroactive claim is clearly undermined. In any event, candid testimony at hearing suffices to establish the parties intent to have a two-year agreement commencing from the point in time the parties arrived at their initial collective bargaining agreements.

## 2. HOLIDAYS

### RECOMMENDATION:

EFFECTIVE FOR THE CALENDAR YEAR 1999, ONE (1) ADDITIONAL HOLIDAY SHALL BE ACCORDED THE EMPLOYEES IN THESE BARGAINING UNITS; THAT IS, ONE-HALF (½) DAY, THE DAY BEFORE CHRISTMAS IF THE HOLIDAY FALLS ON A WEEKDAY.

RATIONALE:

This recommendation and the degree thereof is premised upon the inconclusiveness of comparative data proffered, the fact that employees supervised by the supervisory unit herein, are provided this holiday and such is not inconsistent with practices elsewhere within the county.

3. HOURS OF WORK

RECOMMENDATION:

Under the Hours of Work Article, incorporate under Section 1, Paragraph B, the following:

BARGAINING UNIT MEMBERS MAY BE SCHEDULED TO WORK BETWEEN THE HOURS OF 7:00 AM AND 5:00 PM. EFFECTIVE 1 JULY 1998, THE BARGAINING UNIT MEMBERS WILL BE SCHEDULED FOR 38 3/4 HOURS OF WORK PER WEEK; PROVIDED, HOWEVER, SHOULD THE AFSCME BARGAINING UNIT ENTER INTO AN AGREEMENT WITH THE AGENCY PROVIDING FOR 40 HOURS OF WORK PER WEEK, THE AFORE HOURS OF WORK FOR ATTORNEYS AND SUPERVISORS WILL BE ACCORDINGLY AMENDED TO 40 HOURS. BARGAINING UNIT MEMBERS MAY SCHEDULE ANY HOURS WITH ONE (1) HOUR UNPAID LUNCH, OR 8:00 AM TO 4:30 PM WITH ONE-HALF (½) HOUR UNPAID LUNCH OR 8:30 AM TO 5:00 PM WITH ONE-HALF (½) HOUR UNPAID LUNCH OR AS OTHERWISE AGREED BETWEEN AN EMPLOYEE AND HIS/HER SUPERVISOR.

WORK SCHEDULES MUST BE APPROVED BY MANAGERS/SECTION CHIEFS ON A MONTHLY BASIS WITH AT LEAST A ONE (1) WEEK NOTICE BEFORE BEGINNING A CALENDAR MONTH; PROVIDED, HOWEVER, IT IS UNDERSTOOD THAT THE AFORE PROVISION DOES NOT PRECLUDE MUTUALLY AGREED-TO DAILY CHANGES TO ADDRESS EXTENUATING CIRCUMSTANCES.

RATIONALE:

While the Agency emphasizes a county wide effort to move all employees to a 40 hour work week, the sequence of this effort just does not allow for the recommendation of such here. In other words, the larger unit, of which AFSCME is the designated bargaining agent, has yet to negotiate this provision and it simply would be unfair to require this change over the next two (2) years for these bargaining unit members if the larger unit did not do likewise. It is for that reason that the afore recommendation, with its condition subsequent, is proffered.

4. WAGES

RECOMMENDATION:

EFFECTIVE 1 JULY 1998, INCREASE THE ANNUAL SALARIES OF ALL BARGAINING UNIT EMPLOYEES BY 3.5%.

EFFECTIVE 1 SEPTEMBER 1998, THE PARTIES WILL JOINTLY CONFER FOR THE EXPRESS PURPOSE OF DEVELOPING A MUTUALLY AGREED-TO

SET OF JOB DESCRIPTIONS AND AN AGREED-TO WAGE STRUCTURE COMMENSURATE WITH THE DUTIES OF THE RESPECTIVE POSITIONS. THIS STUDY IS TO INCLUDE DEVELOPMENT OF APPROPRIATE BENCHMARK POSITIONS/RATES UPON WHICH APPROPRIATE RATE STRUCTURES MAY BE ESTABLISHED.

SHOULD THE PARTIES BE UNABLE TO ARRIVE AT MUTUALLY AGREED-TO RATE STRUCTURES BY 1 JANUARY 1999, THIS ISSUE IS TO BE REFERRED TO SERB ARBITRATOR WILLIAM MILLER (270 JEFFERSON PLACE, CANFIELD, OHIO 44406), WHO WILL, OVER THE SUCCEEDING 100 DAYS, STUDY, ANALYZE AND RECOMMEND AN APPROPRIATE RATE FOR EACH BARGAINING UNIT POSITION PREMISED UPON A FINAL INTEREST ARBITRATION OFFER BY EACH PARTY FOR EACH POSITION, THE INTEREST ARBITRATOR WILL HAVE NO DISCRETION TO DEVIATE FROM THE FINAL OFFERS OF THE PARTIES. LIKEWISE, THE PARTIES WILL EITHER BY AGREEMENT OR FINAL OFFER ARBITRATION BEFORE MR. MILLER PROFFER RECOMMENDATIONS FOR A WAGE ADJUSTMENT EFFECTIVE 1 JULY 1999 TO COVER THE SECOND YEAR OF THEIR AGREEMENT.

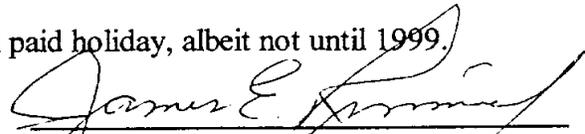
RATIONALE:

Sticking strictly with the parties first year proposals, the difference in employment cost impact between the two in base salaries only was 6.75 vs. 45.16, a significant spread to say the least. It

should be also noted that the former Employer figure includes a classification adjustment for several positions of roughly 1.82%. Both figures also include a conservative roll-up of 25%. In any event, this record is devoid of meaningful comparative data from other agencies within the County and like agencies in other counties to appropriately determine whether a true wage inequity issue is present. Likewise, the efforts of the Union to combine supervisors' positions by simply a stroke of the pen, choosing the higher rate to factor up upon in seeking increases, simply is not the proper way to proceed in combining positions. That may eventually be the result but far more analysis of relevant data need be to undertaken before one can determine what appropriate rate might be assigned to the resulting position. Now, it is unreasonable for the Union to expect the level of requested increases under the terms of these initial agreements, even if an inequity is cogently established. It is likewise unreasonable to just summarily dismiss these claims in arguing this is simply the initial agreements between the parties. In any event, this issue cannot be fully addressed given the lack of comparable wage and duties data.

Now, I realize that open-ended recommendations to negotiate further are not looked upon with favor by SERB or the parties, but this record simply is lacking in precise, cogent data to support more exact recommendations on this issue. In any event, this recommendation is not open-ended and envisioned specific resolution of this matter via interest arbitration, if such proves necessary.

As for the first year recommendation of 3.5%, it must be considered in conjunction with the added costs of the agreed-to longevity and revised vacation schedule provisions (1.45%) as well as that already recommended relative to an additional paid holiday, albeit not until 1999.

  
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JAMES E. RIMMEL  
FACT FINDER