

II. BACKGROUND

This proceeding involves collective bargaining negotiations between the Glass, Molders, Pottery, Plastics & Allied Workers and the Columbiana County, Ohio. Prior to the fact-finding session, the parties had met and negotiated to impasse. The contract expired January 1, 1998. Negotiations, and eventually the hearing, were extended past for thirty (30) days by mutual agreement of the parties.

The fact-finding hearing was held on May 14, 1998 in the County Courthouse. The parties were provided the opportunity to engage in mediation but declined.

The Glass, Molders, Pottery & Allied Workers International Union (GMP) has had a collective bargaining relationship with the City for a number of years. The unit, consisting of seven (7) full-time employees, is comprised of accounting clerks, plant operator, laborers, janitors, boiler operators, maintenance, clerical and switchboard operator.

III. ISSUES

During the course of good-faith negotiations covering a number of sessions, the parties tentatively agreed to most issues and those mutually resolved provisions of the contract (those articles which are not discussed below), are hereby recognized and adopted by the Fact-Finder.

Union

At the hearing, the Union requested three changes to the terms and conditions of the contract. Except for changing dates to reflect the new term of the contract, the Union asked that current terms and conditions remain unchanged, except for wages, longevity bonus and retroactivity. More specifically, it requested wage improvements of 4%, 5% and 5% for each year of the three (3) year contract. It also requested implementation of a longevity bonus and retroactivity for any changes to the contract. At the conclusion of the Union's opening

statement, the County agreed to two open issues, i.e., unpaid leave for Union training and a new signature page for the contract, and retroactivity.

County

The County proposed three (3) changes to the contract. More specifically, it proposed changes in Article 15 – Wages, i.e., it offered raises of 2%-2%-2%; Article 22 – Hours of Work, i.e., it proposed changing the hours of work from 8 a.m. – 4:00 p.m. to 8 a.m. -- 4:30 p.m. by changing the 1 hour paid lunch to a ½ hour unpaid lunch; Article 33 – Hospitalization, i.e., offering Union employees the same insurance coverage as that provided to non-union County employees.

IV. FACT-FINDER'S REPORT AND RECOMMENDATIONS

In issuing this Report and Recommendations, the Fact-Finder took notice of all the oral and written testimony presented by, and as stipulated by, the parties, as well as those six factors which the State Employment Relations Board requires, including but not limited to:

1. Prior collective bargaining agreements, if any, between the parties.
2. Comparison of the issues in the instant case with those issues involving other public and private employees doing comparable work, giving consideration to the factors peculiar to the area and classification involved.
3. The public interest and welfare, the ability of the employer to finance and administer the items involved, and the effect of the adjustments on the normal standard of public service.
4. The lawful authority of the public employer.
5. Any stipulations of the parties.
6. Such other factors, which are normally or traditionally considered in the determination of issues submitted to mutually agreed-upon

dispute settlement procedures in the public service or in private employment.

In the preparation of this Report and Recommendations, the Fact-Finder did in fact consider these six (6) factors.

This Report and Recommendations sets forth recommendations which the Fact-Finder believes are reasonable and fair and which both parties can be comfortable recommending to their respective constituencies, although acceptance of the same will involve a degree of mutual sacrifice on the part of both parties.

Opening Statements:

Both parties took the opportunity to make opening statements.

The Union opened the hearing by stating that the current terms of the contract, except wages and a proposed new longevity pay article, should be maintained. It asked for wage increases of 4% in the first year, 5% in the second, and 5% in the third. In addition, it requested implementation of a service, or longevity, bonus which it does not currently enjoy but which other County employees receive.

The City, which emphasized its obligation to set an example for the other County employees whose contracts are expiring, emphasized that its financial offer was based on what it believes to be a fair settlement given that cost of living has been averaging only 1.1% per year and that average public sector raises in Ohio have been averaging around 3% per year. The City offered pay increases of 2%-2%-2% over three years. It then explained that its desire to bring all County employees under the same health insurance plan was based on the need to simplify administration and pool coverage and that the same would be asked of its other unions. Its wish to change the Union's hours of work from an eight hour day with a paid one (1) hour lunch to an eight and ½ hour day with an unpaid ½ hour for lunch was based it said on a principle of fairness, i.e., working people in the community not only don't get paid for lunch, but work a full 8 hour day as well.

REPORT AND RECOMMENDATIONS

Article 15 – Wages.

County:

The City proposes wage increases of 2%-2%-2% over the three years of the contract.

Union:

The Union proposes wage increases of 4%-5%-5%.

Finding and Recommendation:

The Fact-Finder finds that neither party saw fit to produce comparables from surrounding jurisdictions. The County volunteered that Columbiana County employees are admittedly underpaid and so the best comparables are other Columbiana County employees. Based on the testimony of both parties, a review of the pay of this unit's employees with other similarly situated County employees, and the SERB average settlement data produced by the County, the Fact-Finder finds that the Union's request is too high, and the County's too low. These employees already enjoy what appears to be higher average rates than similar County employees and so to a 14% increase in wage increases over three years would exacerbate this differential and so is too high. In addition, the Union presented no comparables that would support an increase of this magnitude. On the other hand, the County's own data shows that average Ohio County wage increases in 1997 were 3.55%, the average unit ("other") increase was 3.37%, the average first year contract settlement was 3.6% and the average Warren-Youngstown area settlement was 3.58%. Since it did not argue an inability to pay, and admitted that Columbiana County employees were underpaid relative to surrounding counties, the Fact-Finder finds that something approximating the average settlement is warranted, even taking into consideration the County's admirable attempt to be fiscally responsible.

Accordingly, the Fact-Finder recommends wage increases of 3 ½%, 3 ¼%, and 3% over the life of the contract.

Article 22 – Hours of Work.

County:

The County recommends eliminating the current 1 hour of paid lunch and extending the employee's work day; that is, it proposes requiring Union employees to work an 8 hour day, with a ½ hour unpaid lunch break. It bases this argument on the belief that County taxpayers do not enjoy a 7 hour work day, or a paid lunch and so neither should County employees, and that extension of the workday would provide more convenient hours to the public.

Union:

Suggesting the lack of a clear need, the Union proposes that the current work day be maintained.

Finding and Recommendation:

This Fact-Finder is sensitive to the need to maximize employee efficiency and productivity which would, of course, be achieved to a degree by having employees work longer hours. In addition, it seems logical that keeping County offices open until 4:30 p.m. would better serve the taxpaying public. However, in light of the recommended move to a unified health plan, and the substantial change this proposal would require in employees' hours, terms and conditions of employment, the Fact-Finder recommends keeping the language unchanged during this contract and, if desired, revisiting it during the next negotiations.

Article 33 – Hospitalization

County:

The City proposed moving all County employees, including members of this unit, under the same health insurance plan., effective some date in the future. In support of its position, the City pointed out that having all employees under the same plan would enable it to simplify administration and pool coverage.

Union:

The Union expressed reservations about the move, particularly because the language that the County offered left unclear exactly what could or would happen to the Union's coverage. Accordingly, the Union asked that its current coverage be maintained.

Finding and Recommendation:

The Fact-Finder recognizes that for small employers like Columbiana County pooling all employees under one health insurance policy not only makes administrative sense, but may allow it to save costs as well. It is no secret that many Ohio public sector governments face significant obstacles to achieving savings in health care costs and yet these savings must be pursued. Therefore, this Fact-Finder finds that moving members of this unit into the same plan as the County's non-bargaining unit employees is fiscally and administratively sound.

Accordingly, this Fact-Finder recommends that the County's language be adopted, with the exception of the 30 day notice mentioned in Section 2; the Fact-Finder recommends that this be increased to a minimum of 60 days. And, to address the Union's concern that the switch in coverage may result in its members being required to begin paying all or a portion of their premiums, the Fact-Finder recommends the addition of the following sentence to the end of the County's proposed Section 2 language:

“However, in no event will Union employees be responsible to pay any or all of the premium during the first two years of this contract”.

New Article – Longevity Pay.

County:

The County opposed adding language which would grant the Union longevity pay. It pointed out that a current majority of commissioners oppose the concept of a length-of-service bonus as a matter of principle. While admitting that other County unions do currently receive the same, the County explained that it would be attempting to negotiate those out of their contracts.

Union:

The Union proposed new language which would grant its members longevity pay, similar to the longevity pay currently being received by other units within the County.

Finding and Recommendation:

The Fact-Finder was not convinced of the need to change existing practice, i.e., to add a longevity provision to this contract, particularly given the County's past financial condition, and its stated position of trying to eliminate similar provisions in other County contracts.

Accordingly, finding the lack of substantive support for such a significant change in current practice, and recognizing the County's need to exercise fiscal restraint, the Fact-Finder recommends against adoption of a longevity bonus at this time.

In conclusion, the above Findings and Recommendations include the entirety of the Fact-Finders Report.

Issued: May 21, 1998

Respectfully submitted,

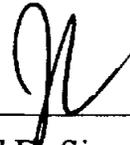
A handwritten signature in black ink, appearing to be 'Jared D. Simmer', written over a horizontal line.

Jared D. Simmer

Fact-Finder

CERTIFICATE OF SERVICE

I hereby certify that the above Fact-Finder's Report and Recommendations were served upon the following parties, to wit, Columbiana County, Ohio (via Ms. Gabrielle Manus) and the GMP Union Local #384 (via Ms. Sondra Powell) by overnight mail service, and upon the Ohio State Employment Relations Board (via G. Thomas Worley) by first class mail, this day of May 2~~1~~ 1998.



Jared D. Simmer

Fact-Finder