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IN THE MATTER OF
FACT-FINDING
BETWEEN
AFSCME LOCAL 1156, AFL-CIO
AND
MAHONING COUNTY COMMISSIONERS

SERB CASE #98-MED-03-0303

Before: Robert G. Stein

Advocate for the Union:

James M. Adams, Jr.
AFSCME, Ohio Council 8
150 S. Four Mile Run Road
Youngstown, Ohio 44515

Advocate for the Employer:

J. Kevin Sellards, Director
Human Resources
Mahoning County Commissioners
21 W. Boardman
Youngstown, Ohio 44503

INTRODUCTION

The parties have been bargaining for several weeks and were successful in resolving most of their issues. The bargaining unit is comprised of 17 unskilled and semi-skilled workers.

The issues at impasse are: Wages, dental insurance, and health insurance plan/co-pay.

CRITERIA

OHIO REVISED CODE

In the finding of fact, the Ohio Revised Code, Section 4117.14(C)(4)(E) establishes the criteria to be considered for fact-finders. For the purposes of review, the criteria are as follows:

1. Past collective bargaining agreements
2. Comparisons
3. The interest and welfare of the public and the ability of the employer to finance the settlement.
4. The lawful authority of the employer
5. Any stipulations of the parties
6. Any other factors not itemized above, which are normally or traditionally used in disputes of this nature.

These criteria are limited in their utility, given the lack of statutory direction in assigning each relative weight. Nevertheless, they provide the basis upon which the following recommendations are made:

The three (3) issues in this case all have financial implications and because of this they will be addressed collectively.

ISSUE 1, 2 and 3 Article XXIII Wages, Article XXIV Dental Insurance, and Article XXIV Insurance/Co-Pay.

Employer's Position - WAGES

The Employer will be engaging in negotiations with a number of the bargaining units in the County in the next several months. The first bargaining unit to reach settlement was a unit of sanitary engineers. The three (3) year settlement for this unit was 3.5% for the first and second year and 4% for the third year.

In the instant matter, the Employer presented a three (3) year wage proposal at impasse of 3%, 3-1/2% and 4%. The Employer stressed the desire to stay with the wage pattern that was established with the sanitary engineer unit of employees.

DENTAL INSURANCE

The Employer argues that a clause in the prior contract addressed the provision of an AFSCME Dental Care plan. This plan was never implemented. The Employer takes the position that the Union's position lacks standing in this matter. The Employer contends that because dental care has never been a part of the benefit package it should not be part of a successor agreement. This plan currently costs \$17.75 per month for each employee.

HOSPITALIZATION/CO-PAY

The Employer has done a remarkable job in managing healthcare insurance rates, while at the

same time providing good health care coverage. This is no small feat and the Employer readily admits AFSCME has played a major role in cooperatively working with the Employer to lead the way in this area.

The Employer is seeking a co-pay up to \$6.00 per month if the cost of health care increases beyond the threshold of 3% in the third year of the agreement. The Employer admits there has only been one (1) bargaining unit (sanitary engineers) that has agreed to this co-pay provision; however, it seeks to more firmly establish a pattern with this bargaining unit of employees.

Union's Position - WAGES

The Union, at a minimum, desires to achieve a wage settlement that is competitive with other units and is reasonable in today's economy.

In this regard the Union proposes a three (3) year wage proposal of 3-1/2% and 4%.

DENTAL INSURANCE

The Union proposes retroactive establishment of the AFSCME dental plan to October 17, 1996. The Union contends it made a good faith effort to bring this issue to the bargaining table rather than submitting it to the uncertainties of protracted litigation.

HOSPITALIZATION/CO-PAY

The Union argues that the bargaining unit is comprised of an essential group of employees; however, the unit is a small one. AFSCME has a major presence in Mahoning County, representing several hundred employees. This unit is comprised of only seventeen (17) employees, and it is not in a position of setting precedent for the larger bargaining units.

Discussion

There are three (3) issues that are at impasse, all of which have financial implications. When an Employer has multiple bargaining units, patterned bargaining becomes a central issue. The distance between the parties in this dispute needs to be closely examined in this context, as well as the other criteria of the Ohio Revised Code.

The history of bargaining between the parties reveals that Local 1156, being a very small unit, has rarely been in a position to take the lead (or near lead) in breaking new ground. This evidence is significant in evaluating the Employer's desire to have Local 1156 lead the way in establishing a co-pay for hospitalization. However, in labor relations involving multiple bargaining units, the "tail does not wag the dog." In the past the big AFSCME unit, Local 2001, has led the way for change. Size matters in labor relations and in surviving the challenges that come from leading change. It is one (1) thing to ask a small unit of employees to fall in line and to join a distinct trend while it is quite another to spearhead fundamental change.

The issue of dental care insurance is viewed in relationship with the wage offer being made by each party. The parties appeared to be willing to seek a fair resolution of a year and a half old dispute, while at the same time assuring a fair wage settlement is reached.

The wage settlement being proposed by the Employer is 1/2% less than the three (3) year settlement with the sanitary engineers bargaining unit. This difference cannot be supported by the data. In addition, the Employer must offer the Union a fair wage settlement in exchange for providing it with relief from the uncertainty of the dental coverage issue.

Recommendations

WAGES

The wage increases shall be as follows:

1st year	3.5%	(Retroactive to the beginning of the new contract period)
2nd year	3.5%	
3rd year	4.0%	

DENTAL INSURANCE

The \$17.75 per month/per employee liability shall not be included in the new Agreement in light of the additional 1/2% increase for all employees in the first year of the Agreement.

HEALTH INSURANCE/CO-PAY

The following new provision is recommended:

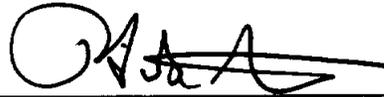
Article _____ Me Too Clause

If Local 2001, AFSCME adopts a co-pay for health insurance during the period of this Agreement, Local 1156 agrees to accept the same co-pay for its members up to a maximum of \$6.00 per month, for those bargaining unit members who participate in the health insurance plan.

TENTATIVE AGREEMENTS

All other issues tentatively agreed to prior to fact-finding are considered to be part of this report and are recommended to the parties.

The Fact-finder respectfully submits the above recommendations to the parties this 15th day of June, 1998 in Summit County, Ohio.

A handwritten signature in black ink, appearing to read 'R. G. Stein', written over a horizontal line.

Robert G. Stein, Fact-finder