

X
STATE EMPLOYMENT
RELATIONS BOARD
OCT 13 10 12 AM '99

STATE OF OHIO

STATE EMPLOYMENT RELATIONS BOARD (SERB)

NORMAN R. HARLAN, FACTFINDER

=====

AMERICAN FEDERATION OF STATE,) CASE NO. 99-MED-04-0376
COUNTY AND MUNICIPAL EMPLOYEES) HEARING: OCTOBER 5, 1999
OHIO COUNCIL 8 - AFL-CIO) REPORT: OCTOBER 12, 1999
LOCAL UNION NO. 3393

AND

+++++

THE CITY OF ST. CLAIRSVILLE

=====

APPEARANCES

UNION

Mark T. Carlson, Staff Representative, AFSCME COUNCIL 8 (OHIO)
Gary J. Pempek, President, Local No. 3393
Tome S. Waterman, Steward, Local No. 3393

EMPLOYER

Dennis Bigler, Director of Public Services
Mark Thomas, Attorney, Law Director
Jill Lucidi, Finance Director

BACKGROUND

St. Clairsville is located in eastern Ohio about 10
(ten) miles west of Martins Ferry and about one hundred and
ten miles (11) east of Columbus. It has a population of ap-

proximately five thousand and six hundred (5,600).

Service, Maintenance, Clerical and Technical Employees are represented by AFSCME, OHIO COUNCIL 8 and Local 3393. There are twenty one (21) members of the bargaining unit. The City and the Union have had a Collective Bargaining Agreement (CBAA for some fifteen (15) years.

The 1996-1999 LABOR AGREEMENT was effective July 21, 1996. It expired July 21, 1999. On June 21, 1999. On June 21, 1999 Bureau of Mediation Administrator G. Thomas Worley wrote the Parties. It states in pertinent part:

"Dear Messrs. Carlson and Bigler:

Because the parties have not communicated a fact-finding panel selection and in compliance with Ohio Administrative Code Rule 4117-9-05(D), the State Employment Relations Board appoints Norman R. Harlan as fact finder in this matter, effective immediately. The fact finder is to conduct a hearing and serve the parties with a written report no later than July 6, 1999, unless the parties mutually agree to extend the period of fact-finding as provided under Ohio Administrative Code Rule 4117-9-05(G)."

The Parties met June 24, June 29, July 7, July 14, and July 27, 1999. Significant progress was made but unresolved issues remained. We should mention the Union and the City agreed to extensions in order to try to reach an agreement. The Fact finder was notified in the middle of September, 1999 impasse had been reached and the Hearing needed to be set.

By agreement of the Parties and with the concurrence of the Fact Finder the Hearing was set for 11:00 a.m., October 5, 1999 at the Municipal Building in St. Clarisville. Agreement was reached on all issues but three, namely;

ARTICLE 22 - HOLIDAYS, Section 22.1

ARTICLE 26 - MEDICAL BENEFITS AND INSURANCE,
Section 26.4

ARTICLE 31 - WAGES AND CLASSIFICATIONS

SUMMARY

ARTICLE 22 - HOLIDAYS - Section 22.1

The Agreement which expired July 21, 1999 lists ten (10) Holidays. The Union proposes adding an eleventh Holiday, Identified in its proposal as "Friday after Thanksgiving, 4th Friday in November." Management disagrees. It believes ten (10) paid Holidays is a sizeable number and is a competitive number.

ARTICLE 26 - MEDICAL BENEFITS AND INSURANCE - Section 26.4

It was agreed by the Parties that the monthly premium which is paid to the AFSCME CARE PLAN for VISION CARE increases from \$5.75 per employee per month to \$6.75 a month for each employee.

The Union proposed the Employer contribute fifty cents (\$.50) per month per employee to the AFSCME HEARING CARE

PLAN. It points to the nominal total cost per month, which amounts to a total of \$10.50. AFSCME adds some other nearby cities have agreed to this Benefit. The City disagrees. It stresses it pays one hundred (100) per cent of the cost of Medical Benefits and Insurance under Section 26.1 and Section 26.2.

WAGES

AFSCME proposes:

- A. A Wage increase of 3.5 per cent (three and one-half effective July 21, 1999.
- B. Effective July 21, 2000 the Employer will contribute four and one quarter (4.25) per cent of the Employee's gross wage in each pay period to the Ohio Public Employees Retirement Fund. "Such contribution shall be reported to the Public Employee's Retirement System as the Employee's contribution."
- C. Effective July 21, 2001 the Employer will contribute 8.5 (eight and one half) per cent in the same manner as in paragraph B, above, and will report it to PERS as the Employee's contribution.

The City proposes:

- A. The 1st year of the Contract; no wage increase.
- B. The same language proposed by the Union in paragraph B, above, for the 2nd year of the Contract.
- C. The same language proposed by the Union in paragraph C., above for the 3rd year of the Contract.

AFSCME stresses the following:

- 1. The Employer has never argued inability to pay.

2. City employees represented by the Fraternal Order of Police (FOP) receive the following in the 1998-2000 CBA for Wage increases:
 - a. Oct. 15, 1998; four (4) per cent
 - b. Oct. 15, 1999; three and one half (3.5) per cent.
 - c. Oct. 15, 2000; three (3.0) per cent.
3. Labor Agreements between AFSCME and the Cities of Martins Ferry, Girard, Hubbard and Newton Falls show in most cases employees performing the same or similar duties have higher wages. The Union considers these as comparable units. It is also noted that some cities already pay the PERS contribution proposed by the Union.

The Employer emphasizes:

1. Even though it did not make an inability to pay argument, it still must operate within its budget.
2. In past years the FOP received a lower wage increase than the AFSCME members. The City does not believe AFSCME and the FOP need the same increase each Contract. In the prior Contract FOP received 8.75 per cent over three years while AFSCME received ten (10) per cent.
3. The AFSCME unit is already paid higher wages than most cities in the area, to include some which are larger.
4. The Employer proposal will yield a 9.3 per cent (nine and one-third) over three years.
5. The AFSCME proposal of a 3.5 per cent raise plus its PERS proposals would result in take home pay increasing by 13.1192 per cent.
6. The 1998 Gross Earnings (including overtime) shows:

STREET DEPT.: PER EMPLOYEE	\$23,778-32,132
WASTE & WASTEWATER: PER EMPLOYEE	24,055-31,583
ELECTRIC: PER EMPLOYEE	37,064-38,436

RECOMMENDATIONS

ARTICLE 22 - HOLIDAYS

No increase is recommended in the number of Holidays.

The ten (10) Holidays and two (2) Personal Days are identical to the FOP Contract. They are less than granted in the Martin's Ferry-AFSCME Contract, likely the most legitimate "comparable" since it is only about ten miles from St. Clairsville and it includes like jobs. However, it would be cumbersome to say the least to have a difference in the number of Holidays between two Unions in such a small City.

ARTICLE 26 - MEDICAL BENEFITS AND INSURANCE

It is recommended that the City pay the fifty cents (\$.50) per month per employee for the AFSCME VISION PLAN.

It is recognized Management pays one hundred (100) per cent of the Medical and Life Insurance costs. This is not uncommon in the public sector in Ohio. However, the total cost is \$10.50 per month for the entire mem-

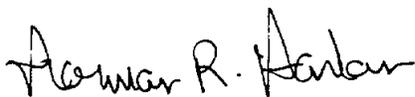
bership and there is no evidence of inability to pay by the Employer. In addition, it can make an important contribution to safety.

ARTICLE 31 - WAGES

The Fact Finder recommends:

- a. Effective July 21, 1999; three and one half (3.5) per cent Wage increase; yield, 3.5 per cent.
- b. Effective July 21, 2000; three (3.0) per cent Wage increase; yield, 6.605 per cent.
- c. Effective July 21, 2001; three (3.0) per cent Wage increase; yield 9.803 per cent.

The above recommendations are made as a reasonable compromise considering the significant difference between AFSCME's proposal and Management's as discussed previously. As noted, there is no evidence the City cannot fund the recommendations.



Norman R. Harlan, Fact Finder

Steubenville, Ohio

October 12, 1999

Sent by Express Mail to:

Dennis Bigler, City of ST. Clairsville

Mark T. Carlson, AFSCME Ohio Council 8

G. Thomas Worley, State of Ohio, Bureau of Mediation