

STATE EMPLOYMENT
RELATIONS BOARD

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**FACT FINDING REPORT
STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD
January 2, 2001**

In the Matter of:)

The City of Youngstown)
Trustees)

and)

Teamsters Local 377)
)
)

00-MED-08-0825

APPEARANCES

For Local 377:

James Mamonis Sr., Bargaining Committee
Roger Nock, Bargaining Committee
Tony Shade, Bargaining Committee
Ean Weidner, Bargaining Committee
Bob Bernat, Teamster Bargaining Agent

For the City:

John McNally, Assistant Law Director
Calvin Jones, General Foreman, Streets Department

Fact Finder: Dennis M. Byrne

Background

The Fact Finding involves the members of the Streets Department of Youngstown represented by Teamster Local 377 and the City of Youngstown. Prior to the formal Fact Finding Hearing there were numerous negotiating sessions between the parties. However, the parties were unable to come to an agreement and 18 issues remained on the table. The issues are wages, hazard pay, bereavement leave, medical insurances, hospitalization bonus, retirement and severance buyout, meal tickets, shift differential, uniform allowance, Commercial Driver's License (CDL) bonus, overtime, personnel file and discipline, changes to the grievance procedure, work rules, holidays and personal days, injured on duty pay, YMCA reimbursement, and seasonal employees.

The Fact Finder conducted a mediation session in an attempt to find agreement on some of these issues before the hearing, and a number of issues were resolved. Consequently, wages, hazard pay, meal tickets, uniform allowances, the CDL bonus, overtime, bereavement leave, and holidays/personal days were the only issues discussed at the hearing. It should be noted that the parties did not come to a full agreement on some of the other issues, although both sides indicated that there was an agreement in principle on those issues. Nonetheless, the Fact Finder will retain jurisdiction over any of the unresolved issues not discussed at the hearing. If the parties cannot, for any reason, come to an agreement on one or more of these issues, then the Fact Finder will reconvene the hearing to receive testimony only on the unresolved issues.

During the mediation session the parties had a frank discussion about their area(s) of disagreement. The main problem relates to compensation. The Union believes that its members receive wages and benefits that are substantially below the amount paid for similar work in other jurisdictions. The City does not agree.

The mediation session took place on December 19, 2000 and the Fact Finding Hearing was conducted on the following day. The Hearing started at 10:00 A.M. and adjourned at approximately 1:00 P.M.

The Fact Finder wishes to state that he appreciates the courtesy with which he was treated. Additionally, the conduct of the parties toward the Fact Finder and each other was exemplary. The Hearing was conducted with the greatest professionalism by both parties.

The Ohio Public Employee Bargaining Statute sets forth the criteria the Fact Finder is to consider in making recommendations. The criteria are set forth in Rule 4117-9-05. The criteria are:

- (1) Past collectively bargained agreements, if any.
- (2) Comparison of the unresolved issues relative to the employees in the bargaining unit with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved.
- (3) The interest and welfare of the public, and the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standards of public service.
- (4) The lawful authority of the public employer.
- (5) Any stipulations of the parties.
- (6) Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of issues submitted to mutually agree-upon dispute settlement procedures in the public service or private employment.

The Report is attached and the Fact Finder hopes the discussion of the issues is sufficiently clear to be understandable. If either or both of the parties require a further discussion, however, the Fact Finder would be glad to meet with the parties and discuss any questions that remain.

Introduction:

The genesis of this dispute is the economic problems that plagued the Youngstown area over the last decade. During these hard times, the Union often settled for wage and benefit changes that it believed were somewhat substandard, but necessitated by the overall economic conditions faced by the City. Over time these inadequate wage increases led to a position where the Union membership believes that it is significantly underpaid compared to other street departments both in the Mahoning Valley and the state at large. The Union membership believes that the City finances have turned around and that the City can afford to pay increases that will help make the Union whole for the years when the wage increases were substandard.

Surprisingly enough, the City agrees with some of this analysis. The City did not argue that the Union members are paid as much as street department employees in other jurisdictions. Rather the City argues that the workers are not as underpaid as they contend. Additionally, the City argues that while it is true that the financial picture in the City is much brighter than it was in recent years, there are other, valid competing claims for the money. To use the street department as the case in point, the City stated that it must replace equipment,

hire new workers, and upgrade its facilities. The City contends that it does not have the dollars to do all that needs to be done, and therefore, choices must be made. Also, the City makes that point that it is offering a significant wage increase to the employees. To sum up the City's position, it believes a) that the Union members are not as underpaid as they believe, b) there are other pressing needs for the monies in question, and c) the wage increase that it is offering is generous compared to other proposed contract settlements.

The City's financial position is central to this dispute. There was no testimony presented by either side on the City's overall financial state. The Union presented "evidence" from a newspaper article that claimed the City is in good shape according to the finance director. Unfortunately, statements made in the local newspaper are notoriously unreliable as evidence of municipal financial status. At best the article proves that the city is not claiming that it is in dire straits. The City presented no overall financial records, etc. Therefore, the Fact Finder believes that the City does have the ability to pay the Union's wage demand. However, the Fact Finder also believes that while the City's finances have improved substantially, the City is not awash in money and there are many valid needs for the funds available.

The second central question in this matter is whether the employees are substantially underpaid. There was disagreement over this issue. Unfortunately, the evidence presented by the parties did not adequately address this point. The Union presented evidence from surrounding jurisdictions, notably Canfield, Austintown, and the Mahoning County engineer that it claimed showed that the Youngstown street department employees were paid less by approximately \$2.00 an hour. The City for its part presented evidence that the four percent raises it is offering are high compared to other similarly sized cities throughout Northeast Ohio and the State. Of course, both of these contentions can be true at the same time.

For their part, each side claimed that the other party's data were flawed. The City argued that the surrounding environs of Youngstown are simply not the same as the City. The City believes that comparing Youngstown to Canfield and Austintown is unreasonable. The Union for its part agreed that the City's data proved that 4% increases are reasonable all other things equal. But, the Union argued that the City did not present base wage figures from the jurisdictions that it claimed are like Youngstown. Therefore, the Union argues that the City is not presenting the full picture with its use of comparables data.

The Fact Finder believes that there are two questions in this matter. First, are the employees underpaid? Second, what is the base wage increase that is reasonable in this instance? The Fact Finder believes that the City's 4% offer is reasonable. However, the Fact Finder is also convinced that there must be an equity adjustment made to the employees' base rate to close the gap that exists between these employees and other employees who perform the same job.

The real question is the amount that the employees are underpaid. The Fact Finder believes that the best evidence presented by either party on that issue is the contract of the Mahoning County engineer's contract put into the

record by the Union. That contract deals with employees in the exact same area doing the same job. It is also true that the City of Youngstown and Mahoning County have both faced the same financial problems over the years; however, the way the two jurisdictions have reacted to these pressures is not the same. Therefore, even while the Engineer's contract is the best evidence that was proffered, there is still room for disagreement over the exact interpretation of that evidence.

A final note should be added here. A number of the issues dividing the parties, for example the dispute on work rules, actually are a function of the lack of a consistent set of personnel policies. The City and the Union have agreed as part of the proposed contract to set up a Labor/Management Committee to discuss issues of mutual concern. The Fact Finder would also recommend that the City develop a Personnel Handbook containing all the policies, procedures, and regulations that are currently in effect. In addition, the handbook should contain some language detailing the process by which its policies and procedures can be amended. This would, in the Fact Finder's opinion, lead to a smoother functioning relationship.

Issue: Article 12, Section 11. Uniform Allowance

Union Position: The Union demand is for an increase in the allowance from \$460.00 to \$800.00 if the City does not provide the uniform. If the City does provide the uniform, the Union demands that the maintenance allowance be raised to \$550.00 from the current \$260.00.

City Position: The City proposes to raise the allowance at the same rate as the base wage, i.e., 4%.

Discussion: The discussion on this issue was devoted to whether the City should go to a quartermaster system for uniforms. The parties both agree that the current language in Article 12 allows the City to provide uniforms and pay a maintenance allowance so that the employees can take care of the uniforms. The City indicated that it was inclined to provide the uniforms in the future. The Union argued that this would prove to be a false economy and cause more trouble than it is worth. Nonetheless, the Union agrees that the City can provide uniforms if it so desires.

Consequently, the Union took a realistic view of this issue and did not make an increase in the uniform allowance a priority issue. The Union believes that fighting to increase the uniform allowance only to have the City go to a quartermaster system is a futile exercise. Therefore, the parties both indicated a willingness to have the allowance increase by the same amount as the increase in the wage.

Finding of Fact: Essentially the parties agreed to an increase in the uniform allowance that mirrors the general wage increase.

Suggested Language: The dollar amounts specified in Article 12, Section 11 shall be increased by 4%.

Issue: Article 12, Section 9. Meal Tickets.

Union Position: The Union demands that the meal ticket payment be increased from \$5.00 to \$8.00 per meal.

City Position: The City wishes to delete meal tickets from the contract.

Discussion: Meal tickets are an echo from the past. The language is in the contract because the provision of a meal if the worker had to work overtime was prevalent in the steel industry, or at least that is what the parties believe. The City's position is that the bookkeeping involved in the payment of the ticket is excessive. To this end the City had the Payroll Coordinator, Gladys Bowers, testify on the process that she has to go through to pay the tickets. She indicated that the process was long and involved. The Fact Finder found her testimony credible and believes that the City has a legitimate reason for its demand.

The Union, on the other hand, presented evidence that the ticket is a benefit to its employees and its' members do not want to give up the privilege. The testimony showed that some workers enjoyed a benefit of approximately \$400.00 per year. In addition, the total cost of the benefit without putting a dollar cost on the bookkeeping is approximately \$6000.00 per year. Finally, the Union presented evidence through its questioning of Ms. Bowers, that all of the ancillary payments in any contract, e.g., educational allowances, caused the City the same bookkeeping problems. Therefore, the Union does not think that the City's arguments are well founded.

A standard feature of collective bargaining is that if a provision is contained in a contract and one party wishes to modify or delete the provision, then it must offer a quid pro quo. In this instance there was no specific tradeoff mentioned. Another way to convince a neutral of the need to delete a provision from a contract is to show that the provision is either unique or not needed. The City, as the moving party, testified that it was attempting to delete the meal ticket language from all contracts within Youngstown. However, at this time a number of City contracts contain meal ticket provisions. In addition, even the City's own comparables show that at least two other jurisdictions, Dayton and Warren, have language covering a meal ticket in their contract.

The Union also demanded an increase in the benefit from the current \$5.00 to \$8.00. There was almost no discussion of this issue. The Union's main goal was to keep the meal ticket benefit in the contract. Given the lack of

testimony on the issue, the Fact Finder does not believe that increasing the benefit by 60% is warranted.

Therefore, while the Fact Finder is sympathetic to the City's position on this issue, he does not believe that the City proved its point. The simple desire to change a long-standing benefit provision is not enough in and of itself to cause a change. Given the lack of agreement on this issue and the history of the parties with regard to meal tickets, the Fact Finder believes that the provision should remain in the contract. If the City wishes to delete this provision, then it should find a way to delete it from other contracts or offer the Union a benefit as a tradeoff.

Finding of Fact: While the administrative tasks associated with the provision of a meal ticket is undoubtedly costly to the City; the actual dollar amount of the ticket is minimal. Additionally, the benefit has been part of the contract between the parties for a number of years. Given these facts, the Fact Finder does not believe that the City proved a need for the deletion of the benefit from the contract.

Suggested Language: Current contract language

Issue: Article New, Commercial Driver's License (CDL) Bonus

Union Position: The Union demand is for a bonus of \$450.00 for a Class A license, \$300.00 for a Class B license, and \$50.00 per approved endorsement.

City Position: The City has offered a bonus of \$200.00 for a Class A license, pickup of all costs associated with a Class B license, and \$50.00 per approved endorsement.

Discussion: The difference in the parties' positions is more apparent than real. The Union pointed out in the discussions on this issue that the City required that all employees acquire a CDL. In addition, the Union pointed out that a bonus was paid to other employees within Mahoning County who acquired their CDL, namely the employees of the Engineer.

The City actually agreed with this analysis. The City recognizes that it is in the best interests of the citizens of the City of Youngstown that the street department employees have a CDL. Therefore, the difference between the parties devolved to a discussion about the size of the bonus.

During the mediation session(s) the parties discussed this issue at some length. A compromise figure of approximately \$250.00 for a Class A license, \$200.00 for a Class B license, and \$50.00 per approved endorsement was the figure discussed. The Fact Finder agrees with the parties on this issue. Because the City is requiring the license as a condition of employment and in light of the fact that a CDL bonus is a standard clause in many contracts, the

Fact Finder believes that this payment should become part of the agreement between the parties.

Finding of Fact: The City is requiring a CDL as a condition of employment. Additionally, a CDL bonus is a standard payment in many contracts, and because both parties indicated a willingness to have the payment in the contract, the Fact Finder believes that a CDL bonus should be added to the language of the agreement.

Suggested Language: Each employee who earns a Class A commercial driver's license shall be paid \$250.00. Each employee who earns a Class B license shall be paid \$200.00. In addition, for each City approved endorsement to the license the employee shall be paid \$50.00. The City shall reimburse each employee for any expenses incurred in earning the license.

Issue: Article 14: Section 3 (?), Overtime.

Union Position: The Union demand is for the current practice whereby sick leave hours count as hours worked in the calculation of hours for overtime pay. That is, the current practice is to treat sick leave hours as hours worked.

City Position: The City wishes to change the current practice and not count sick leave hours as hours worked in the calculation of overtime.

Discussion: Note: The Fact Finder was unable to find the exact language covering this issue in the contract. Therefore, it is discussed under Article 14.

The pyramiding of overtime has caused much discussion by both labor and management over the years. If a consensus is emerging, it appears to be that pyramiding of overtime is not allowed. In this instance, the parties have a different resolution to this issue. In this contract the City and the street department employees have traditionally worked under a system that allows pyramiding.

The City points out that the practice is not prevalent throughout Youngstown and some contracts forbid pyramiding. The City would like to delete the practice in all contracts. The reason is, of course, that the practice can lead to abuses of articles covering both sick leave and overtime.

The Union pointed out that many Teamster contracts contain the same language and the practice seems standard when viewed in that light. In addition, the Union argued that the City had never presented any evidence of abusive behavior in this context. The Union's argument is essentially, "If it ain't broke, don't fix it." The Union sees this as a case where the City wishes to change an existing practice to the detriment of the Union membership for no stated reason and with no tradeoff for the employees.

This is a situation where the Fact Finder is somewhat in sympathy with the City's position. However, to restate the discussion on the meal ticket issue, the City must prove there is some reason for the demand other than the fact that the City wants to remove the language from the contract. In addition, there was no proof proffered that there was any abuse of sick leave by the employees. Given all the facts surrounding this situation, the Fact Finder does not believe that the City proved that the current practice should be changed.

Finding of Fact: The City did not prove that pyramiding of overtime was causing any problems within the street department.

Suggested Language: Current Language.

Issue: Article 10. Holidays

Union Position: The Union demands that three additional paid personal days and Good Friday be added to the list of days off with pay listed in Article 10.

City Position: The City wants no changes in the list of paid days off enumerated in Article 10.

Discussion: Currently employees have eleven paid days off including one paid personal day. The Union demand is, by any measure, excessive. The Union realizes that fact and during the mediation argued for one more paid personal day. The Union believes that twelve paid days off is the norm, or at least is becoming the norm. The City disagreed with this assessment. The City believes that eleven days is reasonable.

The evidence presented on this issue does tend to support the Union's position. Half of the City's comparables and all of the Union's data show that twelve paid days off is the norm. In addition, the City as part of a package offer aimed at settling the contract offered an extra paid personal day. While this was part of a package, the City indicated that it did understand the Union's position on this issue.

The Fact Finder agrees that twelve days is becoming the norm for paid time off. In any event, it is not an excessive amount of paid time off. The one problem with the Union's position is that the County Engineer's contract, which is the contract the Union claims is the most comparable to the street department contract, stipulates that the employees get eleven paid holidays and three unpaid personal days. Therefore, the Union is demanding a benefit in excess of the one given to the County Engineers employees. Nonetheless, the Fact Finder agrees the weight of the entire record indicates that the Union proved its point on this issue.

Finding of Fact: The norm for paid time off is moving toward twelve paid days. The changing of one unpaid day off to a paid day off with adequate safeguards

for manning, etc., is reasonable. This is especially true because the City indicated a willingness to meet the Union's demand on this issue.

Suggested Language: The list of paid days off in Article 10 shall be amended to list two paid personal days.

Issue: Article 12, Section 5. Bereavement Leave

Union Position: The Union demands that the bereavement days be expanded from three to five. In addition, the Union demands that aunt, uncle, brother-in-law, and sisters-in-law be added to the list of extended family members included in the bereavement language.

City Position: The City offered to add Aunts and Uncles to the list of extended family members contained in Article 12, Section 5.

Discussion: The Union bases its demand on an incident that occurred during the last contract. A Union member lost a child and suffered all the trauma such a loss would entail. The Union deeply believes that three days of bereavement leave is insufficient in such a situation. And, of course, the Union is correct. Unfortunately, three days or five days or even five years is not enough time to recover from such a catastrophe.

In industrial relations the norm is three days of bereavement leave supplemented by either paid time off from sick leave or an unpaid leave of absence. This is the standard. This standard makes sense as a way to allow workers to attend to family matters when a loved one, especially a loved one in the extended family, dies. The idea behind bereavement leave is not to give a person time to fully mourn when a close family member dies; rather the idea is to give the family time to come together, make arrangements, and do the things necessary to move on in time of crisis. Whether right or wrong, three days is the norm in labor contracts.

The City did point out that the contract with Local 377 is deficient in one way. Every other contract has Aunt and Uncle listed on the list of extended family members. On the other hand, no contract lists brother-in-law or sister-in-law. The City also pointed out that either paid or unpaid leave is available if the Union member needs more time off. Therefore, the City wants to amend the list of extended family members and make no other changes in the contract language.

The Fact Finder agrees with the City's position on this issue. The Fact Finder's experience is that the current provisions in the contract are standard throughout the public sector in Ohio.

Finding of Fact: The current contract between the City and Local 377 is deficient in the list of extended family members covered by the bereavement

clause. Aunt and Uncle are included in all other contracts. The language is not deficient in the time off granted for bereavement.

Suggested Language: Aunt and Uncle be included in the language of Article 12, Section 5.

Issue: Article New. Hazard (Exposure) Pay

Union Position: The Union demands that a hazard/exposure pay provision be added to the proposed contract.

City Position: The City is against this provision and does not believe that it is necessary.

Discussion: The Union members were passionate on this issue. The members testified that their job was dirty and dangerous. They work long hours, often in bad weather with dangerous equipment. The members believe that hazard pay is necessary and were eloquent in their arguments. The Fact Finder will never look at a road crew in the same way after hearing the arguments advanced by the Union members.

Unfortunately, much of the testimony was not germane to the question at hand. Compensation is set based on the parameters of the job at hand. If a job is, by its very nature, dangerous, then the compensation level should reflect that fact. In other words; safe, comfortable jobs should in general pay less than dangerous, dirty jobs all else being equal. This is a main factor in setting wages. In this situation the base wage should reflect the fact that street department employees face some hazards everyday. The supply and demand of workers also should reflect this fact. That is, not everyone can perform the job done by the members of the street department. Therefore, some "hazard pay" is built into the wage.

Hazard pay in the usual meaning of the term in industrial employment means extraordinary hazard. A hazard pay provision is usually found in either a police or fire contract in the public sector. The provision is included because policemen and firemen have a non-trivial chance of losing their lives every day. Society has defined this risk as unusually hazardous. Therefore, while other workers are exposed to large risks in the course of their employment, these risks are not considered to be life threatening in the same way that police and fire jobs are. It must be stressed that this is not to say that the street department employees do not face hazardous conditions every day. It does mean, however, that these jobs are not considered hazardous in the way that police and fire jobs are considered hazardous.

This point is reinforced by the comparables submitted by the parties. With no exception, there is no hazard pay article in the contracts cited as comparable by the parties. Given the entire record, the Fact Finder cannot

recommend inclusion of a hazard pay article in the proposed contract given the City's objections to such a clause.

Finding of Fact: The Union did not prove its contention that a hazard/exposure pay article should be included into the contract.

Suggested Language: None

Issue: Article 8, Salary and Wages

Note: There are two distinct issues involved in the discussion of salary, 1) the size of any general wage increase, and 2) the equity adjustment, if any, to the base rate. These two issues will be discussed separately starting with the size of the general wage increase.

Union Position: The Union demand is for an increase, % originally unspecified, to bring the, "City Street Department employees in line with other bargaining units that perform the same duties as they do (The County Engineer)."

City Position: The City offered 3.5% per year in each year of the proposed contract. In addition, the City offered to promote 15 of the 19 eligible members of the bargaining unit to the Driver-Laborer classification on the pay scale.

Discussion: The core of the dispute in these negotiations is the wage paid to members of the street department. The employees believe that they are underpaid relative other workers in the county and across the state who perform the same job. The employees believe that the financial problems facing Youngstown led them to sign a number of contracts that were substandard in terms of compensation. Essentially they believe that they had no choice but to sign these contracts because the City was in dire financial straits. Additionally, the City's financial problems also led to a situation where the street department steadily lost positions. The workers strongly argue that they should be made whole for their sacrifices now that the City's financial picture is much brighter.

This belief is the driving force behind many of the Union's demands. The Union's original list of demands included significant increases in every economic section of the contract including a \$2,000.00 signing bonus. The hazard/exposure pay demand fit into this framework as a way to have the City increase the overall compensation level. It must be stressed again that the Union membership believes that they have been underpaid for years and now is the time to catch up.

The City, for its part, argued that no one forced the Union to sign the preceding series of contracts. In addition, the City contends that the overall wage increases were often, at least in percentage terms, in line with the percentage increases in the contracts of comparable jurisdictions. This line of reasoning is somewhat disingenuous. If the base rate to which a percentage is

applied is smaller than the base rate in comparable jurisdictions, the absolute size of any wage disparity will increase. Indeed, this seems to be the case in this dispute. While the overall discussion of a recommendation for an equity increase must wait for the following section of this report, the Fact Finder does believe that the City Street Department employees are underpaid compared to other jurisdictions' street department workers.

However, the question to be answered here is the size of the overall wage increase. The parties spent many hours in this discussion. The comparables and the state average increases were discussed. The parties narrowed in on an increase of 4% per year. The Fact Finder agrees that given all the data in the record that a 4% per year increase is reasonable. The City has a concern if the Union membership gains wage increases in excess of 4%, then other bargaining units will whipsaw the City and use the street department as the pattern. The Fact Finder and the Union are sympathetic to this concern, and it must be noted that the Fact Finder believes that the 4% figure recommended here is reasonable.

Finding of Fact: A 4% per year wage increase is reasonable given the state of the City's finances and data on wage increases earned by other jurisdictions throughout both Northeast Ohio and the entire State of Ohio.

Suggested Language: The language in Article 8 shall be amended to show a 4% per year wage adjustment.

Discussion: The second part of this issue is the question of promotions. The City offered to promote 15 of the 19 current members of the bargaining unit to the Driver-Laborer classification. This promotion would lead to a significant pay increase for all of the affected employees.

The question of promotions was rehashed endlessly during the negotiations and the mediation. There was little meeting of the minds on this issue. The City is requiring that all employees have a CDL. In addition, the City is also upgrading and expanding its fleet of vehicles. The City anticipates having a fleet of fifteen modern trucks in the near future. This fleet size necessitates the promotions offered by the City.

The Union could not decide whether to press the issue of promotions because the contract contains a "Pay Out of Classification" article. In other words, the employees when they act in the Driver-Laborer classification earn that rate of pay. Therefore, most if not all of the affected employees are already earning the contested pay rate. This is a prime example of, "A rose by any other name...."

In their discussions on this issue the Union demanded that all nineteen workers not in the Driver-Laborer class be promoted. The reason is morale. Essentially, all but four of the employees will be earning the higher rate. The Union believes that this may lead to problems. The City was understanding of this line of reasoning, but did not agree.

The Fact Finder believes that this is an area where all the affected employees should be promoted. The City is currently paying fifteen of the nineteen affected workers the higher rate or will be paying the higher rate when the vehicle fleet expands. Therefore, in some practical ways the promotions have already occurred. Leaving four workers behind in this situation (when these workers must earn a CDL, i.e., have the same qualifications,) seems like a prescription for problems. Especially since these workers will probably often have to work out of classification because of illness, vacations, etc.

It must be stressed that this recommendation is a one-shot recommendation. The Fact Finder believes that it is the unique circumstances surrounding this issue that necessitate the recommendation. The City is increasing its vehicle fleet and needs more driver-laborers now. When the fleet reaches its planned size, the City will have the labor pool it needs to run the fleet. At that point any new hires into the street department should enter on the first steps of the pay scale and progress accordingly.

Finding of Fact: The current situation is such that fifteen of the nineteen employees who are not in the driver-laborer classification are actually performing as driver-laborers. Therefore, these employees are effectively in the classification. For equity and morale reasons the remaining four employees should be treated the same as the rest of the current work force.

Suggested Language: There is no specific language in the contract relating to this issue. However, the Fact Finder recommends that the nineteen bargaining unit members who are not in the driver-laborer classification be promoted.

The final issue is the size of the equity increase for the employees. This is the crux of the matter. It is this issue that divides the parties and if this issue was off the table, the parties would have reached agreement without resort to the dispute resolution procedures outlined in ORC 4117.

Issue: Article 8, Wages (Equity Adjustment)

Union Position: The Union demands that the City Street Department employees achieve parity with the County Engineer Employees by the end of the proposed contract.

City Position: The City offered a fifteen-cent (\$.15) adjustment to the base rate.

Discussion: The Union offered an exhibit showing the adjustments that it was demanding to achieve its stated parity goal during the mediation. The exhibit is titled "UNION PROPOSAL." This exhibit shows the various classifications and the pay needed to bring the City workers to parity with the County employees. This document shows that there are twelve classifications under consideration with the Laborer classification having seven steps. A disparity is present in ten

classifications. These are paver mason, paver, garageman, tireman, auto maintenance clerk, watchman, driver/laborer, mechanic, blacksmith, maintenance painter, and maintenance worker. A disparity is identified when the final pay at the end of the proposed contract is less than the amount paid to the employee of the engineer in the same classification. Of the enumerated classifications three groups, the paver mason, paver, and maintenance worker, are somewhat lower but the disparity is not large. Therefore, there are seven classifications where a significant disparity exists.

There are two other factors to be considered in this context. First, while the wage of the City employees is less, there is no way to tell if the contracts are the same in every respect except wages. That is, the City contract may contain some provisions not in the engineer's contract because of tradeoffs made at some time in the past. This means that parity cannot be considered as both employees making exactly the same amount. Parity is a concept that often relates to the entire contract, not simply one provision in a contract. It is possible that there is some provision in the City contract that is superior from the employees' point of view to a similar provision in the engineer's contract. The engineer's employees could claim a parity argument based on the City contract.

A second factor is that whatever the size of the disparity it grew over time. The City finances are undoubtedly in better shape than they have been. However, the City has pressing needs, other than wages, for these funds. In the street department Calvin Jones, the General Foreman, testified that the department is trying to hire new employees, modernize and expand its vehicle fleet, buy new equipment for grounds beautification, and build a new facility to house the department. Regardless of the priority set on the various uses for the funds, and wages must rank at or near the top, it is clear that the City does not have the funds to do all that needs to be done.

The problems with the wage rates did not appear suddenly and these problems will not be corrected overnight. In this situation the Fact Finder does not believe that the evident disparities can take all the funds available. The Fact Finder believes that a significant equity increase is warranted. However, the size of the raises demanded by the Union, especially in light of the other manifest needs of the department, seems excessive.

The question then becomes what is the exact amount of the equity adjustment? According to the Union's figures, the classifications where a significant problem is present are garageman, driver-laborer, mechanic, blacksmith, and maintenance painter. The disparity ranges from \$1.07 to \$1.79 at the end of the proposed contract. In the other classifications the disparity ranges from \$.09 to \$.46. The disparity can be closed entirely in these classifications with little or no impact on the City and street department.

Unfortunately, the driver-laborer classification is the single largest classification in the street department and the disparity is also the greatest at \$1.79. This is significant given the dangers inherent in the job and considering the fact that the City workers perform exactly the same tasks as the county workers; e.g., plowing snow, cutting grass, etc. Given this, the Fact Finder

believes that the City should make a significant effort to close this gap keeping in mind that there are other valid, competing uses for the funds. After a careful consideration of the entire record and all the evidence presented at both the mediation session(s) and the hearing, the Fact Finder recommends that the base wage of the garageman, driver-laborer, mechanic, blacksmith, and maintenance painter classifications receive an equity increase of \$.33 per hour per year in the proposed contract.

While this is less than the employees demanded and more than the City offered, the Fact Finder believes that it makes significant progress in ending the inequities in the pay scale and moves the workers toward parity with other employees performing the same job. This recommendation will cause the City to reorder some of its priorities, but the City must recognize that paying a competitive wage to its employees is a priority.

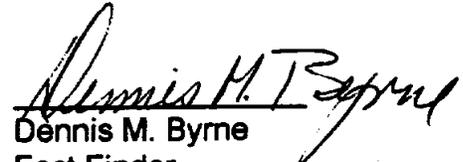
Finding of Fact: The employees are paid significantly less than other employees who perform the same job and, therefore, deserve an equity increase in the base wage rate.

Suggested Language: The suggested language takes the form of a wage scale showing the recommended pay levels.

<u>Title:</u>	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>
Laborer 1 st 6 mo.	\$9.41	\$10.01	\$10.62
2 nd 6 mo.	\$9.93	\$10.53	\$11.14
3 rd 6 mo.	\$10.45	\$11.05	\$11.66
4 th 6 mo.	\$10.97	\$11.57	\$12.70
5 th 6 mo.	\$11.49	\$12.09	\$12.70
6 th 6 mo.	\$12.00	\$12.61	\$13.22
3 rd year or more	\$12.94	\$13.54	\$14.15
Garageman	\$13.26	\$13.91	\$14.57
Paver Mason	\$14.19	\$14.78	\$15.38
Paver	\$13.27	\$13.86	\$14.56
Tireman	\$13.69	\$14.39	\$15.08
Auto M. Clerk	\$13.48	\$14.11	\$14.73
Wathchman	\$13.30	\$13.95	\$14.61
Driver Laborer	\$13.62	\$14.51	\$15.44
Mechanic	\$14.19	\$15.10	\$16.04
Blacksmith	\$14.33	\$15.25	\$16.20
Main. Painter	\$15.01	\$15.85	\$16.70
Main. Worker	\$13.19	\$13.82	\$14.45

Note: If the proposed 4% raise compounded over three years gave a final salary that was less than \$1.00 below the proposed comparable with the County Engineer, the Fact Finder is recommending that the City workers be raised to the

County comparable wage level during the course of the proposed contract. If, on the other hand, the wage differential is greater than \$1.00 at the end of the contract, then the Fact Finder is recommending that the gap be closed by \$1.00. It must be noted that some of the City classifications will still be paid less than some of the engineer's employees.


Dennis M. Byrne
Fact Finder