

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

STATE EMPLOYMENT
RELATIONS BOARD

In Regard to the Matter of the Fact-Finding Between: -9, A 13 47

THE CITY OF CONNEAUT, OHIO)
) 00-MED-10-1029
-AND-)
)
AMERICAN FEDERATION OF STATE,)
COUNTY AND MUNICIPAL)
EMPLOYEES, OHIO COUNCIL 8)
LOCAL 2182, AFL-CIO)

APPEARANCES

For The City

Tony Zampedro, Esq.,	Law Director
Robert Herron	City Manager
John Roach	Public Works Director

For The Union

James Adams	Staff Representative
Mike Dalrymple	President
Ed Griswold	Vice President
Pat Jones	Recording Secretary

BEFORE ALAN MILES RUBEN, FACT-FINDER

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STATE EMPLOYMENT
RELATIONS BOARD

100-100-9-10-117

BACKGROUND

The Employer, The City of Conneaut, exercises Home Rule Charter authority and responsibility, inter alia, for the provision of water, waste removal and other public services. Of the Employer's some 105 full-time employees, fifty-six employees assigned to the Sewer, Water, Streets and Cemetery Departments are exclusively represented for collective bargaining purposes by the American Federation of State, County and Municipal Employees, Ohio Council 8, Local 2182, AFL-CIO.

The City and the Union were signatories to a Collective Bargaining Agreement entered into as of January 1, 1998 for an initial term which expired on December 31, 2000.

Pursuant to the Contractual requirement, timely notices were given by the parties of an intent to modify or renegotiate the terms of the Agreement, and negotiations proceeded looking towards the execution of a successor Agreement.

Bargaining sessions were held on November 14th, 16th & 30th and December 7th, 14th & 20th.

When these sessions failed to result in settlement of the disputed terms, the parties declared impasse in the negotiations, and the undersigned was appointed

Fact-Finder by the State Employment Relations Board on December 1, 2000.

At the direction of the parties, a Mediation and Fact-Finding hearing was held on January 29, 2000 at the City's Municipal Building in Conneaut, Ohio.

Timely in advance of the hearing the parties provided the Fact-Finder with the statements required by Ohio Administrative Code 4117-9-05(F) and Ohio Revised Code Section 4117.14(C)(3)(a).

By the date of the Fact-Finding proceedings the parties had tentatively agreed upon amendments to the following Articles of the 1998 Agreement which, as revised, are to be carried forward and incorporated into the successor Agreement:

- Article 15 - Probationary Period
- Article 24 - Death Leave
- Article 39 - Wages (New Section - (1)(f)
- Article 41 - Street Department Job Classification
- Article 44 - Duration

The text of these Articles are set forth below in Appendix "C".

The Fact-Finder finds appropriate and recommends the adoption of all of these tentative agreements.

A series of proposals to add new provisions and to amend other Articles and Sections of Articles of the existing Contract were withdrawn during mediation.

Consequently, all Articles and Sections of Articles of the 1998 Contract and all Appendices, Side Agreements, Letters of Understanding and other attachments, that were not specifically referred to above, and which are not discussed below, are to be carried forward and incorporated, mutatis mutandis, into the new Agreement, and all proposals for Contractual amendments and the addition of Sections or Articles that are not so referred to or discussed are to be deemed as having been abandoned.

There remained unresolved after conclusion of the mediation session issues concerning the following Contractual provisions:

- Article 5 - Discipline
- Article 9 - Overtime
- Article 20 - Health and Safety
(Addition of a New Section 3)
- Article 22 - Hospitalization
(Sections 1, 2(b) and Addition of New Clause (e))
- Article 39 - Wages
- Article 42 - (New Article)
- Call-Out List For Snow Removal

In making his recommendations for the resolution of all of these issues the Fact-Finder has been guided by the factors set forth in O.R.C. Section 4117.14

(C)(4)(e), and the Ohio Administrative Code, 4117-9-05(K) namely:

"(a) Past collectively bargaining agreements, if any, between the parties;

"(b) Comparison of the unresolved issues relative to the employees in the bargaining unit involved with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;

"(c) The interest and welfare of the public, the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;

"(d) The lawful authority of the public employer;

"(e) The stipulations of the parties;

"(f) Such other factors, not confined to those listed in this section, which are normally or traditionally taken into consideration in the determination of the issues submitted to final offer settlement through voluntary collective bargaining, mediation, fact-finding, or other impasse resolution procedures in the public service or in private employment."

CONTRACT PROVISIONS AT ISSUE

I. ARTICLE 20, SECTION 20.3 (NEW)

The 1998 Contract:

Article 20 of the expired Agreement established a joint Safety and Health Committee, but did not provide for safety instruction.

THE UNION'S PROPOSAL

The Union contends that some twenty Street Department employees spend approximately 20% of their time during the spring, summer and fall months on tree trimming. This work, so the Union argues, is dangerous, yet the employees so assigned receive no training on how to safely perform the operations.

THE CITY'S PROPOSAL

The City insists that the tree trimming is done by four man crews and is not especially hazardous. It points to the absence of any significant accident rate among employees while they are performing tree-trimming functions.

FINDINGS

Tree-trimming involves positioning of employees in the "bucket" of mobile cranes twenty or more feet above the ground. The absence of a significant accident record among employees who engage in this function does not disprove that this service is dangerous. One mis-step may lead to serious injury. Requiring safety training for employees who are assigned to tree-trimming may well reduce the risk of such an occurrence.

Accordingly, the Fact-Finder finds the Union's position to be persuasive that employees assigned to

tree-trimming duties ought to receive appropriate safety training.

RECOMMENDATIONS

The Fact-Finder finds appropriate and recommends the adoption of a New Section 3 to Article 20 to read as follows:

ARTICLE 20 - HEALTH AND SAFETY -SECTION 3

Instruction in safety techniques and equipment operation will be provided to those employees who are assigned tree-trimming or tree cutting duties. Such instruction shall be provided by a qualified outside consultant.

II. ARTICLE 22 - HOSPITALIZATION

The 1998 Contract:

Under the expired Contract, the City paid the full cost of health insurance, subject, however, to "deductibles" of \$200.00 for individual coverage and \$400.00 for family coverage and a twenty percent (20%) co-insurance payment for "Major Medical" coverage up to a maximum of \$800.00 for individual coverage and \$1200.00 for family coverage. The one-year term of the Policy commenced on October 1st, and both the premium and benefits were subject to annual renegotiation.

Employees paid nothing for generic prescription drugs and \$5.00 if a name brand was specified.

THE UNION'S PROPOSAL

The Union seeks to maintain the existing coverage and cost sharing structure without change.

THE CITY'S PROPOSAL

The City observes that its Contracts with three other Bargaining Units - Dispatchers, Police Officers and Firefighters - require monthly contributions by these employees towards premium costs. Dispatchers pay \$18.00, Firefighters pay \$37.00 and Police Officers pay \$40.00 each month.

Because of the escalating cost of health insurance and, in particular, prescription drugs, the City asks that employees contribute \$30.00 per month towards the cost of health insurance, and pay \$5.00 for each generic drug prescription and \$10.00 for each brand name prescription.

FINDINGS

The other Bargaining Units contribute towards the cost of the health insurance program. This Bargaining Unit does not. The disparity tends to encourage members of the subject Bargaining Unit to treat medical care as a "free resource", and thus tilts towards over-

utilization which drives up the cost of health insurance, and, in effect, forces other employees to subsidize this Unit.

The City expresses its especial concern over the drain on its resources caused by increased utilization of family coverage and prescription drug benefits.

The Fact-Finder notes that medical and hospital care costs appear to be leveling-off after a prolonged period of unprecedented escalation.

Moreover, he believes that further advances in the cost of insurance may be better held in check by soliciting competitive bids from other providers and exploring alternative policy options.

Finally, the Fact-Finder must take into account the fact that the compensation of members of this Bargaining Unit is generally less than that enjoyed by members of other Units, and that therefore requiring a contribution towards the cost of insurance reduces the benefits of any wage increase.

In view of the expectation that the cost of health insurance will not continue to rise so significantly in the immediate future, the Fact-Finder does not find a compelling need to provide for cost sharing by Bargaining Unit members, at least until the advent of

the policy term commencing October 1, 2001. To provide some certainty for the City's budget planning process he finds it appropriate to provide for a contingent limited contribution by employees electing family coverage in the event that the City's 2002 renewal premium for such coverage exceeds \$705.00, per employee per month, the expected premium based on past annual increases. For this purpose, he believes that the monthly contribution required of employees choosing family coverage should equal two hours pay at the employee's then current hourly rate.

It is becoming increasingly common throughout the State for employees to make a contribution towards the cost of prescription drugs. The City's request for a \$5.00 co-payment for generic drugs and a \$10.00 co-payment for name brand drugs is reasonable and in line with the current trends.

The Fact-Finder notes that these recommendations for a contingent premium payment for family coverage and a co-payment for prescription drugs will expire with the ending date of the successor Agreement, December 31, 2003, and will not continue in effect unless the parties so agree. Should it appear that undue hardship is created as a result of such contributions towards

insurance premiums or co-payments towards the cost of prescription drugs, there will be time enough for the Union to demand in negotiations to end or modify the practice.

RECOMMENDATIONS

The Fact-Finder finds appropriate and recommends that the following Sections and Clauses of Article 22 be amended to read as follows; and the remaining Section and Clauses remain in effect without amendment:

SECTION 1. The City shall continue to pay the full cost of hospitalization premiums for the policy as outlined in Appendix B now in effect for full time employees and outpatient laboratory fees, except that if, on October 1, 2002, the family monthly premium, which includes deposit liability, terminal liability, specific stop loss premium, and minimum premium for comprehensive major medical, prescription drug, dental, and vision coverages, as included in the City's Medical Mutual Annual Renewal, exceeds Seven Hundred Five Dollars (\$705.00) per month each employee having elected family coverage shall pay a monthly insurance co-payment which is the equivalent of two (2) hours pay at the employees then current hourly rate. In such

eventuality, the monthly co-payment shall become effective on and after October 1, 2002.

....

SECTION 2(b). Except as provided in Section 1 above, during the term of this Agreement, City shall pay for all premium increases and maintain the hospitalization on behalf of the employees as outlined in Appendix B.

....

SECTION 2(e). Effective upon the execution of this Contract, the prescription drug plan contained in Appendix B shall reflect a change to a Five Dollars (\$5.00) charge for a generic prescription drug and a ten Dollars (\$10.00) charge for a name brand prescription drug.

ARTICLE 42 (NEW)

The 1998 Contract:

Article 9 of the expired Contract provided for equalization of voluntary overtime opportunities among employees in the same Department subject, however, to mandatory overtime in inverse order of seniority if the number of volunteers were insufficient.

Article 29, Section 2 of the Contract also provided for the call-out of employees who were guaranteed a minimum of three hours at the overtime rate.

THE CITY'S PROPOSAL

The City seeks to implement a weekend "on-call" procedure during the winter months requiring a minimum of eight (8) employees to report for snowplowing duty during and after a storm. On-call employees would be required to carry pagers and respond when called-in. Participation in the on-call program would be voluntary. Employees would be selected in seniority order, but subject to the equalization of overtime procedure. Employees would be guaranteed the minimum call-in pay and be compensated at the overtime rate. If there were insufficient volunteers, then employees would be selected for such duty in inverse order of seniority, but, again subject to an equalization procedure.

THE UNION'S PROPOSAL

The Union does not oppose the concept, but insists upon compensation for employees who are placed on-call, even if they are not called in.

FINDINGS:

The Fact-Finder agrees with the Union that since employees subject to call-in for snow removal sacrifice the freedom to make firm weekend plans, they are entitled to additional compensation even when their services are not utilized. For this purpose the Fact-Finder believes that all employees who are placed on such on-call status should receive \$50.00 extra compensation whether or not they are actually called-out for snow removal duties. If they are called-out, then, of course, in addition to the \$50.00, they should receive call-in pay at the overtime rate with a minimum of three hours guaranteed.

RECOMMENDATION

The Fact-Finder finds appropriate and recommends the addition of an Article 42 to the Contract to read as set forth below, and the re-numbering all remaining Articles of the Contract:

ARTICLE 42 - CALL-OUT LIST FOR SNOW REMOVAL

SECTION 1. During winter months, defined as that period between November 15 and March 15 and any weekend which is bisected by the November 15th starting date and the March 15th ending date, the City may maintain a call-out list for snow removal. Such list shall only be used on weekends defined as the period occurring between 3:00 PM Friday and 7:00 AM Monday. Employees on such list shall carry a pager and shall report to the Public Works Garage within one (1) hour of being paged.

SECTION 2:

(a). The call-out list for snow removal shall consist of eight (8) Public Works Department employees who are qualified to perform snow removal duties. The list shall initially be filled anew each week on a volunteer basis. Any interested employee may sign-up to be considered for selection to the list no later than 3:00 PM Wednesday of that week.

(b). In the event more than eight (8) employees sign up for the list, selection will be made on an equalization basis. Each time an employee signs-up for selection to the list will count as one appearance for purposes of equalization. Those employees with the least number of appearances shall be given preference

for selection to the list. In the event two or more employees possess the same number of appearances, the preference as between or among them shall be determined on the basis of seniority, with preference being given first to the most senior and continuing sequentially to the least senior.

(c). In the event less than eight (8) employees sign up for the list, then those employees who did not volunteer will be required to fill the remaining vacant positions in inverse seniority order, with the least senior employee being placed on the list first and continuing sequentially up through the seniority roster. However, such assignments to the list shall be made on an equalized basis so as to allow for complete rotation through the seniority list. To the extent practicable, allowance will be made for employees taking vacations, personal days, sick leave, or any other leave provided by this Contract; or for the substitution of one employee for another if arranged between these employees and if consented to by the Public Works Director.

(d) For each weekend an employee is on the call-out list, the employee shall receive an additional Fifty Dollars (\$50.0) regardless of whether he is actually called out or not.

(e). In the event of a conflict between the terms of this Article 42 and those of Article 9, entitled "Equalization of Overtime", the terms of this Article 42 shall prevail. Nothing in Article 42 shall be interpreted to prohibit the Public Works Director from calling-out additional employees during a snow event in conformance with the other provisions of the Contract.

IV. ARTICLE 39 - WAGES

The 1998 Contract

The recently expired Agreement provided for a 3% increase in the first two years of the Contract and a 4% increase in the final year.

It also provided for a 50% hour equity adjustment to the base wage rates of certain classes of employees, and for special incentive increases for employees in Wastewater Treatment Plant, Water Filtration Plant and Water Construction Crew.

Employees who operated certain heavy equipment for more than one hour received a premium of \$.20 per hour in excess of the first hour.

THE UNION'S PROPOSAL

The Union seeks a 4% increase in the first year of the Contract and a 3% increases in each of the two succeeding years. In addition, it asks for a "signing

bonus" of \$200.00 and a one time \$.50 "across-the-board" equity adjustment.

The Union also seeks a \$.50 per hour premium above the Heavy Equipment Operator rate for Street Department employees who perform tree-trimming services, and an \$.25 "equity adjustment" for Clerical employees having a minimum of ten years seniority.

THE CITY'S PROPOSAL

The City offers a 3% increase in the first two years of the new Contract and a 4% increase in the final year. It is willing to provide modest additional equity wage increases for certain classes of employees - \$.19 per hour for Clerical employees with ten or more years seniority, \$.25 per hour for the Custodian classification and \$.50 per hour for the Head Mechanic and Heavy Equipment Operator classifications.

It is also agreeable to paying employees who perform tree-trimming services at the same rate as the Heavy Equipment Operator for all time spent in performing tree-trimming services.

Finally, the City pledges to maintain the present incentive pay options for employees in the Water and Sewer Departments who obtain Water Analyses Certificates

as well as those who are selected as Laboratory Supervisors.

FINDINGS

Applying the legislatively specified criteria to be considered in wage recommendations is especially challenging in this proceeding because of the absence of communities whose wages and benefits may fairly be compared to Conneaut. Even consideration of cities within a broad population range of 5,000 to 20,000 and located not only in Ashtabula but also in the three adjacent Counties - Geauga, Lake and Trumbull - yields none whose labor market, tax base, or other significant characteristics are similar to those of Conneaut. Moreover, none of the Cities surveyed - Courtland, Geneva, Gerard, Hubbard, Painsville, Wickliffe, Willoughby Hills and Willowick - even have all of the Bargaining Unit classifications created by Conneaut, and, therefore, a comprehensive wage survey is not possible.

Furthermore, problems in making meaningful comparisons arise because, according to the most recently available State Employment Relations Board Clearinghouse Wage Increase Report, only two of the Cities - Geneva in Ashtabula County and Hubbard in

Trumbull County - have negotiated base wage rate increases for the 2001 and 2002 calendar years. The Contracts in each Cities provide for 3% wage increases for each of the two years.

The parties urge as models cities whose sole relevance is that they have negotiated contracts in line with their respective proposals. That these cities lack any similarity with Conneaut is not taken into consideration. Thus, the Union cites the City of Ashtabula, while the City relies upon East Liverpool and Mount Vernon. Such culling of municipalities in order to find those that "fit" the argument of the parties does not provide a reliable basis for the Fact-Finder to evaluate their proposals.

For like reason the Union's citation of the raises given or salaries paid to one or two classifications in the County Highway Department, a Township or the Village of North Kingsville fails to support its general wage rate proposals.

As to "internal comparables", the Union cites the fact that in December, 1998, the City Manager proposed pay increase ranging between 5% and 7.14% to existing Department heads and other Administrators.

The market for top Administrators and Professional Managers is quite different from the market for the classifications involved in this Bargaining Unit. Candidates for these positions tend to look for their opportunities not just in one city or county, but even outside the State of Ohio.

The compensation necessary to attract and retain such Administrators and Professional managers does not, therefore, provide a basis for comparison.

With respect to other internal comparisons, the Fact-Finder observes that Police Officers with three or more years of service earn \$14.92, while Firefighters with more than two years of service earn at the rate \$14.60 an hour based upon a 2080 hour work year. The employees of these Bargaining Units thus earn significantly more than those in the subject Unit.

The City has proposed a "back-loaded" series of annual, across-the-board base rate wage increases of 3% - 3% and 4%. The Union counters with a request for "front-loaded" increments of 4% in the first year and 3% in each of the last two years of the Contract. In addition, it seeks an across-the-board "equity increase", amounting to another 4% hike, and a one time

"signing bonus" of \$200.00 which would not, however, be rolled into base wage rates.

In reviewing the proposals, the Fact-Finder is reminded of the fairy tale of Goldilocks and the Three Bears. He finds the City's proposal too low and the Union's proposal too high, he therefore has to develop a formula which is "just right".

The Fact-Finder believes that it is both fair and within the economic capabilities of the City to provide for a 3.25% base wage rate increase retroactively effective as of January 1, 2001, a second 3.25% increase effective on January 1, 2002 and a 4% increase effective on January 1, 2003.

To begin with, the raises would represent increases in real income since the rate of inflation, as measured by the regional consumer price index, is expected to be contained within 3%.

Next, the available data compiled in the most recent State Employment Relations Board's Benchmark Report allow identification of aggregate trends in compensation, and suggest that the recommended increments will likely equal or exceed the State-wide average over the next triennium.

The recommended rates, while not out of line with the increases negotiated in the last Contract, provide an additional equity adjustment for this group of employees whose hourly rates are among the lowest of the City's employees.

In this connection the City asserts that it has made the same offer of a 3%-3%-4% wage increase to all of the other Bargaining Units, and that its negotiating position would be undercut if the Fact-Finder were to recommend higher amounts to this Unit

The Fact-Finder's recommendation is peculiar to this Bargaining Unit. The circumstances which persuade him to award the higher percentages do not necessarily obtain with respect to the other Bargaining Units. The compensation levels of the members of this Bargaining Unit are significantly lower than those of the other Bargaining Units. The application of uniform, across-the-board increases has had the effect of widening the dollar gap between the compensation levels received by members of this Bargaining Unit and those available to the members of the other Bargaining Units. Over time this creates an inequity which can be ameliorated by making appropriate equity adjustments for this group of employees.

...

Typically, the twenty members of the Bargaining Unit who are assigned to the Street Department are involved in the tree-trimming services as members of a four man crew that includes a Heavy Equipment Operator. The top rate for a Heavy Equipment Operator is the highest in the Department, and the City's proposal would provide employees who work with the Heavy Equipment Operator with the same enhanced rate of pay.

The Fact-Finder believes the City's proposal is eminently fair to employees who are assigned tree-trimming duties and will so recommend.

...

The Fact-Finder finds the City's offer of a \$.19 per hour equity adjustment for Clerical employees having ten or more years of service to be equitable, and its proposal for \$.25 per hour equity adjustment for the Custodians to be reasonable. He also concurs that the Union's demand for a \$.50 per hour equity adjustment to the base rate of pay of the Head Mechanic and Heavy Equipment Operator classifications is warranted. He will recommend the adoption of all of these equity adjustments as one-time increases to the base rates of pay for these classifications. Finally, since the

parties agree, he will recommend retention of the existing incentive pay provision.

RECOMMENDATIONS

Accordingly, the Fact-Finder finds appropriate and recommends that Section 1, Clause (a) of Article 39 - Wages be amended to read as set forth below and that there be added to Article 39 a New Clause (g) as set forth below:

ARTICLE 39 - WAGES

SECTION 1.

(a) The wage rate of all bargaining unit classifications shall reflect a 3.25% increase effective as of January 1, 2001; a 3.25% increase on January 1, 2002 and a 4% increase on January 1, 2003.

The classification of Custodian shall receive a one time twenty-five (\$.25) cent equity adjustment to the current base rate of pay for this classification.

The classifications of Head Mechanic and Heavy Equipment Operator shall receive a one time fifty (\$.50) cent equity adjustment to the current base rates of pay for these classifications.

....

(g) While engaged in tree trimming/cutting duties as part of a bucket truck crew, each employee so

assigned shall be paid at the Class A - Heavy Equipment Operator hourly rate for each hour the employee is engaged in such work.

ARTICLE 5 - DISCIPLINE

The 1998 Contract:

The 1998 Agreement provided that in cases of "suspension or discharge", "the employee has the right to have a steward present ... shall be given a written notice ... stating the reason for the disciplinary action [and the action] shall be reviewed through the Grievance Procedure."

THE CITY'S PROPOSAL

The City believes that it is unnecessary to further detail the disciplinary process.

THE UNION'S PROPOSAL

The Union seeks to develop a specific progressive discipline procedure.

FINDINGS

The Fact-Finder finds it inappropriate to impose upon the parties his idea of a disciplinary system for employees with corresponding sanctions for violation of specific standards. Rather, this is a matter which ought to be formulated by the parties in light of the particular conditions obtaining at the several

Departments and work places. Accordingly, he will recommend that the parties meet and confer in an attempt to formulate and adopt progressive discipline system.

RECOMMENDATIONS

The Fact-Finder finds appropriate and recommends the adoption of the following "Side Agreement":

SIDE AGREEMENT BETWEEN THE CITY OF CONNEAUT AND AFSCME LOCAL 2182:

The parties to this Agreement shall meet and confer in an attempt to develop a written progressive discipline procedure. In the event the parties are mutually satisfied with the developed procedure, they shall sign-off on it. In the event the parties do not reach agreement upon such a procedure, then the Union's objections to the procedure, or any part thereof which it does not approve, shall be noted in the minutes of the meeting. Nothing in this Side Agreement shall be construed as a waiver by Management of, or in any way a detracton from, Management's right to discipline as set forth in Article 41, "Management Rights".

IV. ARTICLE 9 - EQUALIZATION OF OVERTIME

The 1998 Contract:

The immediately expired contract provided for overtime to be offered to employees in accordance with their classification seniority on a rotating basis.

Article 16 of the recently expired Contract stated that the parties would discuss the problems arising when the Sewer Jet is in operation under the authority of the Treatment Plant, and manned with one employee from the Public Works Department and one employee from the Wastewater Department.

THE UNION'S PROPOSAL

The Union complains that the Sewer Jet Operator employee who is a member of the Sewer Department and eligible for inclusion in that Department's overtime equalization list, is transferred to the Street Department for the period commencing December 1st and ending on March 31st where he is also eligible for inclusion on that Department's seniority list. The Union objects to such preferential "double dipping" by the employee.

THE CITY'S PROPOSAL

The City agrees that the Sewer Jet Operator ought to be placed on one overtime list, but insists that if, while on an assignment with the Street Department, he is required to hold over, he should be eligible for

"continuous overtime" in accordance with the prevailing practice.

FINDINGS

The Fact-Finder agrees with the Union that it is unfair to allow one employee to have the benefit of simultaneously being on two different Departmental Seniority Lists. It is appropriate that the Sewer Jet Operator remain on the overtime list of his home Department, the Sewer Department. However, if he is transferred to another Department and the work to which he has been assigned is to be continued on an overtime basis, it is impractical to have the Sewer Jet Operator classified employee leave the job and be replaced with a called-in employee. Rather, the Sewer Jet Operator should be allowed to holdover and continue on an overtime basis.

RECOMMENDATIONS

The Fact-Finder finds appropriate and recommends the adoption of the following Letter of Understanding.

LETTER OF UNDERSTANDING BETWEEN THE CITY OF CONNEAUT AND AFSCME LOCAL 2182

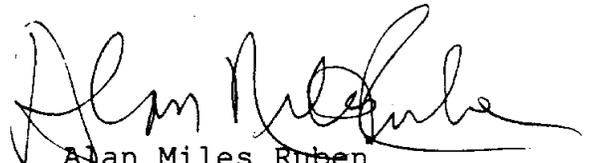
The parties have reached an understanding that in accordance with Article 16, Section 1 of the Agreement, the City shall continue to man the Sewer Jet Operation

with one employee from the Public Works Department and one employee from the Wastewater Treatment Department. It is also understood that those employees shall only be granted overtime assignments in their respective designated departments as defined in Article 9 of the Agreement.

It is further understood that the only exception to the above is that when an employee is required by the City to report and perform duties in another department he thereby is eligible to perform in overtime status because of the continuation of those specific duties past the normal shift or work schedule.

....

The Fact-Finder's Report signed, dated and issued at Cleveland, Ohio this 5th day of March, 2001



Alan Miles Ruben
Fact-Finder

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APPENDIX A

**AFSCME LOCAL 2182
JANUARY 1, 2001**

Base wage rates of AFSCME employees, effective January 1, 2001, reflecting a 3.25% across the board wage increase, January 1, 2002, reflecting a 3.25% across the board increase, January 1, 2003, reflecting a 4% across the board increase

	HOURLY RATES 2001	HOURLY RATES 2002	HOURLY RATES 2003
CUSTODIAN	\$ 10.38	\$ 10.72	\$ 11.15
WASTEWATER DEPT			
Unlicensed Opr.	\$ 12.42	\$ 12.82	\$ 13.34
CLASS I OPR. (Lic.)	\$ 13.15	\$ 13.58	\$ 14.12
CLASS II OPR. (Lic.)	\$ 13.64	\$ 14.08	\$ 14.65
CLASS III OPR. (Lic.)	\$ 14.41	\$ 14.88	\$ 15.48
Utilityman	\$ 12.05	\$ 12.44	\$ 12.94
Maintenance Man	\$ 12.30	\$ 12.70	\$ 13.20
Maintenance Forman	\$ 14.09	\$ 14.55	\$ 15.13
Sewer Jet Opr.	\$ 12.57	\$ 12.97	\$ 13.49
to	\$ 12.95	\$ 13.37	\$ 13.90
WATER DEPT			
Unlicensed Opr.	\$ 12.42	\$ 12.82	\$ 13.34
CLASS I OPR (Lic.)	\$ 13.15	\$ 13.58	\$ 14.12
CLASS II OPR (Lic.)	\$ 13.64	\$ 14.08	\$ 14.65
CLASS III OPR (Lic.)	\$ 14.41	\$ 14.88	\$ 15.48
Meter Serviceman	\$ 12.58	\$ 12.98	\$ 13.50
Meter Reader	\$ 12.22	\$ 12.62	\$ 13.13
Meter Repairman	\$ 11.95	\$ 12.33	\$ 12.83
Pipefitter	\$ 12.64	\$ 13.05	\$ 13.57
Leader/Trainer	\$ 13.15	\$ 13.58	\$ 14.12
Public Works Dept			
Head Mechanic	\$ 13.96	\$ 14.42	\$ 15.00
Mechanic	\$ 12.64	\$ 13.05	\$ 13.57
Heavy Equipment Opr.	\$ 13.45	\$ 13.89	\$ 14.45
Light Equipment Opr.	\$ 12.21	\$ 12.61	\$ 13.12
Common Laborer	\$ 11.71	\$ 12.09	\$ 12.57
Skilled Laborer	\$ 11.86	\$ 12.25	\$ 12.74

Heavy Equipment Opr.				
Leader/Trainer	\$ 13.95	\$ 14.39	\$ 14.95	
Cemetery Sexton	\$ 13.49	\$ 13.93	\$ 14.49	

2001-2003 CLERKS

2001	STEP 1	STEP 2	STEP 3
CLERK I	\$ 9.15	\$ 9.28	\$ 9.93
START \$8.80			
CLERK II	\$ 10.25	\$ 10.59	\$ 11.06
CLERK III	\$ 11.16	\$ 11.49	\$ 11.93
CLERICAL SUPERVISOR	\$ 11.85	\$ 12.17	\$ 12.64
2002	STEP 1	STEP 2	STEP 3
CLERK I	\$ 9.45	\$ 9.58	\$ 10.25
START \$9.08			
CLERK II	\$ 10.58	\$ 10.93	\$ 11.42
CLERK III	\$ 11.52	\$ 11.86	\$ 12.32
CLERICAL SUPERVISOR	\$ 12.24	\$ 12.57	\$ 13.05
2003	STEP 1	STEP 2	STEP 3
CLERK I	\$ 9.83	\$ 9.96	\$ 10.66
START \$9.44			
CLERK II	\$ 11.00	\$ 11.37	\$ 11.88
CLERK III	\$ 11.98	\$ 12.33	\$ 12.81
CLERICAL SUPERVISOR	\$ 12.73	\$ 13.07	\$ 13.57

NOTE:

Add'l .35 per hr for employees in Water/Sewer Depts. Obtaining water analysis certificates.

Add'l .50 per hr (on top of base amount for position held at the time of selection) for employees in Water/Sewer Depts. Who are selected as Lab Supv's.

Add'l .19 per hr for clerks with at least ten (10) years of continuous service with the city.

APPENDIX "C"

ARTICLE 15 - PROBATIONARY PERIOD

SECTION 1.

- (a) New employees shall be considered to be on probation for a period of one hundred fifty (150) calendar days.

ARTICLE 24 - DEATH LEAVE

SECTION 1

In the event of a death occurring in the immediate family of an employee in the bargaining unit, that employee shall be granted five (5) work days off without loss of pay. Immediate family as used herein shall be defined as husband, wife, son, daughter, mother, father, father-in-law, mother-in-law, brother, sister, and grandchildren.

In the event of a death of an employee's brother-in-law, sister-in-law, grandmother or grandfather, that employee shall be granted three (3) days off without loss of pay. Such bereavement leave shall not be chargeable to sick leave.

ARTICLE 39 - WAGES

SECTION 1

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(f). Employees who possess a Class A Commercial Driver's License (CDL) shall be paid one hundred fifty dollars (\$150.00) per calendar year payable with the employee's last annual paycheck. An employee who first obtains a Class A CDL during the calendar year shall be paid a proportionate share based upon the number of complete months the individual possesses such CDL.

ARTICLE 41 - STREET DEPARTMENT JOB CLASSIFICATION

SECTION 1. Employees in the following job classifications shall possess a demonstrable proficiency in the below listed equipment and licensing as follows:

A. Rate - Heavy Equipment Operator (Commercial Drivers License Required) Must be proficient in the operation of four (4) of the six (6) following pieces of equipment: Pave, Sweeper, Track-hoe, Grader, #19 Tractor, and Bucket Truck.

B. Rate - Light Equipment Operator (Commercial Drivers License Required) - Must be proficient in the operation of four (4) of the seven (7) following pieces of equipment: Tandems, Backhoe, Small Grader, Tractors, Chipper, Bobcat, and Rollers.

C. Rate - Skilled Laborer (Commercial Drivers License Required) - Must be proficient in the operation

of all of the following equipment: Singles, Pickups, Loader, Tar Truck, and Miscellaneous Hand Equipment.

Rate - Trainee/Laborer - Move to C Rate after passing probation obtaining a CDL, and demonstrating proficiency for C Rate.

ARTICLE 44 - DURATION

SECTION 1

(a). This Agreement shall become effective as of January 1, 2001, and shall remain in full force and effect through the 31st day of December, 2003. Either party shall give the other ninety (90) days notice prior to the termination date that they wish to modify or renegotiate the conditions of this Agreement. This Agreement shall remain in full force during the contract negotiations unless the Union is given fourteen (14) days written notice of intent to terminate the Agreement.