

**SAM JANIS**

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2001 NOV 30 A 11: 08

**State Employment Relations Board**

City of Westlake, Ohio  
Employer  
and  
AFSCME Ohio Council 8  
Local - 3904  
Employee Organization

Case No.  
00 - MED - 12 - 1383  
Fact Finder

Hearing November 1, 2001  
City Hall  
Westlake, Ohio

Hearing & Recommendation  
Issued November 28, 2001

## **SAM JANIS**

23851 S. Woodland Road, Shaker Heights, Ohio 44122

(216) 752-2335

S.E.R.B. Case No. 00-med-12-1383--AFSCME Council 8--City of Westlake

The City of Westlake, in Cuyahoga County, Ohio is a western suburb of the City of Cleveland. The City has approximately 31,000 residents within 16.5 square miles.

The city provides a variety of services to its citizens. The union members, employees of the city, provide the services which include street and sewer, city refuse collection and recycling services and maintain the city parks. The city and the union have negotiated two prior contracts. In an endeavor to reach an agreement for this new contract, the parties had eleven discussions. During this time most of the issues were resolved. However, three issues were submitted to the Factfinder for recommendation and possible solution.

A meeting with the Factfinder was held at the Westlake City Hall on November 1, 2001. Those in attendance were:

### **UNION**

### **CITY of WESTLAKE**

Mr. Michael Bauer, Director, Council 8	Mr. Dennis Clough, Mayor
Mr. Leroy Baker, Committee	Mr. David Harbarger, Law Director
Mr. Richard Zimmerman, Committee	Ms. Robin Leasure, Asst Law Dir
Mr. Gerald F. Griffin, Committee	Mr. John Macheny, Asst Service Dir
Mr. Terry L. Mac Larkin, Committee	Mr. John Lehlbach, Public Service Dir

At the opening of the hearing the employer offered a resolution of two of the outstanding issues which the Union accepted. This left the remaining issue to the Factfinder.

Both parties requested that all of the issues resolved between the parties and the recommendation of the Factfinder be incorporated into this report which has been done.

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## **STATEMENT OF THE UNION**

### **Unresolved issues:**

#### **Issue 1 - Job Classifications & Salary Schedule**

The Union proposes to establish job classifications that reflect the work that employees perform on a day to day basis, recognizing that there are a number of jobs that are of more technical nature and should be compensated accordingly. The unions proposal would separate the different duties and responsibilities and create a work force that can accomplish the goals of the employer while compensating those employees for doing the work in the more technical field.

The City has proposed annual across the board increases of 3.5%, 3.75%, and 3.5% for years 2001, 2002, and 2003 respectively. The Union is not opposed to these annual increases by only together with our salary schedule, as they do not address the inequities that are so apparent when compared to other jurisdictions.

#### **Issue 2 - Bargaining Unit Work**

The Union proposes to include language that defines the employers obligation to it's employees to utilize bargaining unit employees prior to using supervisors and non bargaining unit employees and depriving bargaining unit employees of regular or overtime work.

The City is opposed to this proposal. The City feels they can use any employee to perform work that bargaining unit employees customarily perform on a daily basis to deny a bargaining unit employee of regular or overtime work and pay.

#### **Issue 3 - Temporary Transfers**

The Union proposes that when employees are assigned to perform work in a higher classification they should be compensated at that rate of pay for all hours worked in that classification. The current agreement allows for a 30 day exception.

The City rejected the Union proposal.

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#### **Issue 4 - Shift Differential**

The Union proposed employees working a shift other than the regular day shift (7:30 am to 4:00 pm) shall receive a shift differential of \$.50¢ per hour for all hours worked.

The City rejects the Unions proposal unless the Union agrees to extend the probationary period for newly hired employees, which the Union in opposed.

#### **Issue 1 Job Classification & Salary Schedule**

The Union proposes to rectify a wrong that has gone on to long. The Employees of the Westlake Service Department have been short changed for far to long. The Union is these negotiations are attempting to fix this problem for the betterment of not only the employees and the city, but to the betterment of the residents of the City of Westlake.

Employees within the Service Department (list attached) for the most part are all classified as Service Worker 1, doing numerous jobs throughout the city anywhere from picking up garbage to plumbing, electrical, tree removal, snow removal. Making and erecting signs, maintaining the city sewers and the maintenance of the cities parks etc. The Union proposes to establish job classifications that reflects the work that is being performed by the service employees on a daily basis. The city realizes there is a difference in skill level (see exhibit 3) but does not want to recognize and compensate those employees accordingly. The City proposed solution to this problem is to base the employees wage on a merit point system with overtime acceptance, sick leave usage, being the majority of the points. If an employee would fall short of their minimum points for that position they would be demoted and lose money. This process would further exacerbate the moral of the department. There is, regrettably, a disturbing level of distrust among the service department employees because of the city's history of arbitrariness when it comes to pay raise, which has led to a tremendous turnover rate in the last three years. The determination of whether an employee receives a merit raise should not be made on an arbitrary basis. If the city

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likes you, you get a raise. If it doesn't you do not. Labor relations in the public sector just don't work that way.

The Union is proposing to create a level of classifications that employees will be assigned to based on the work they perform. First we propose a Service Worker 3, this position is a entry level position, the same as the current Service Worker 2. An employee would be in this position for one year and learn the jobs in the Service Department his employee would receive the start rate of pay (\$14.00) and at the end of the probationary period (6 months) he would be moved to the six month rate (\$14.50). At the completion one year and meet the minimum requirements of a Service Worker 2 he would be moved to the Service Worker 2 position and receive the start rate for that position (\$15.06). Employees would then receive the six month and one year rate accordingly. Employees who perform the duties of a Service Worker 1 would receive the appropriate rate as listed for that position. The Operator position has one level with three pay steps, employees in this position would have start, six month, and a one year rate of pay.

For the employees the City has recognized as having special skills the Union proposes a position of Tradesman. This position would cover employees doing work of a more skilled nature and compensate them as are other employees doing similar working in other public jurisdictions. This position would, like the others the Union is proposing have three steps, a start, six months and a one year rate of pay.

The Mechanic and Dispatcher position would be modified to include the three steps, a start, six month and a one year rate of pay.

The Union is only attempting to receive the same benefit the city affords their self. Exhibit 4 is an article from the local newspaper. Council President Michael Killeen is quoted "we just do this in a normal business like manner. If you do comparisons, we're about representative (in council salaries) for a city our size. We will adjust salaries for council members just as we would for any other employee."

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The reasonableness of the Unions proposal is immediately apparent when the fact finder compares it to the surrounding communities doing the same or similar work, Exhibit 5 illustrates not only the wages paid to those employees, but also the length of time it takes to get tot he top pay in each classification. The Union proposal is representative of those pay rates and time in grade.

The City has never argued there inability to afford the unions proposal, simply they choose not to. The City's web page contains the Mayor's 16 annual state of the city address Exhibit 6. In part of his address he takes great pride in the excellent financial condition the city is in, and the favorable tax rate residents enjoy.

The mayor also boasts of the fact the city spends less than 50% of its general revenue expenditures on wages and benefits while most other cities spend 70% or more on salary and benefits and schools he says often spend 80% to 85% or more of there revenue on salary and benefits for there employees.

The Union is cognizant of the cost to achieve parity with there counterparts and have offered to spread the inequity out over the duration of the contract.

The City's position is without logic and does comport with the common sense and established practice in the public sector. The City merely seeks to maintain an out dated inefficient system of favoritism, retribution and intimidation. Given the sound financial condition of the City, there is reason for this gross disparity.

Basic fairness demands the fact finder adopt the Union proposal which is the industry standard.

## Employer Statement

### 1. Unresolved issues as of this date:

#### a. **Pay, classifications and raises.**

During the negotiation process, the City proposed raises of 3.5%, 3.75% and 3.5% consistent with the four (4) other Union Contracts negotiated with various City Unions during 2001. The Union proposed a classification schedule based solely on seniority and providing for significant pay raised for numerous employees. For example, the Service Worker II category would result in an overall 39.6% increase. The Union's proposal further provided that new employees not be required to have a driver's license contrary to current requirements. The City rejected this proposal. After reaching an impasse with the Union late summer, the City, in an effort to come to a resolution of the main outstanding issue, agreed with the Union to provide a classification proposal which was based solely on objective criteria including overtime acceptance, sick time usage, endorsements, seniority, tardiness and certificates. The proposal is attached hereto as Exhibit "A" and would take the place of Article 42, Section 1 - 4 of the Contract. The proposal provides the Union with a classification system based on objective criteria and provides employees with a minimum guarantee of 3.5%, 3.75% and 3.5% raises. Many employees, based on their rating, will be entitled to additional compensation as they will be moved into the higher pay classifications. Furthermore, the City included a much wanted shift differential of .25¢ for those employees called into work at 10:00 p.m. or later. The Union wholly rejected this final proposal.

#### b. **Non-bargaining Unit Work/Overtime.**

The Union has proposed that the City not utilize non-bargaining unit members for work if it shall prevent a bargaining unit member from being called for overtime. At various times during the year, the employer may have seasonal, part-time or temporary employees work on Saturday's or other off hours. The Union filed a grievance regarding this practice, but failed to pursue the grievance to arbitration. The City rejected this proposal. An employer reserves the right to manage its workforce and determine who is scheduled to work and when. The use of part-time or temporary employees in the City is a common practice that has occurred for years. Members of the

bargaining unit are not guaranteed overtime as a right. The City has experienced a high overtime refusal rate for years and is constantly required to force employees on to overtime shifts. The use of part-time and temporary employees is critical to the Service Department's ability to function effectively. Management is clearly permitted to regulate the use of overtime within its Department and employees cannot dictate when and if they will work overtime. The use of seasonal or other part-time employees in no way effects the terms and conditions of the Union's Contract.

c. **Temporary Transfer Language.**

The current language of 35.02 reads as follows:

**An employee who is temporarily assigned to work in a position/title having a rate of pay higher than such employee's regular position/title shall receive the higher rate of pay, to the extent that he works more than thirty (30) consecutive days in such position/title having a rate of pay higher.**

The Union proposes to delete the following:

**"to the extent that he works more than thirty (30) consecutive days in such position/title having a rate of pay higher."**

The City has rejected this proposal. The City does not wish to compensate employees who are performing different job duties for a minimal period of time. This poses significant record keeping problems and causes confusion should an employee be assigned to a task they consider a temporary transfer. Imagine the chaos which would ensure arguing over what might amount to one (1) hour of pay. The employees in the Service Department are called upon to perform various service oriented tasks and need to be prepared to perform numerous job duties on demand in order to provide the residents of Westlake the level of service they have come to expect. The language as written has served the parties well and has not shown to be a problem over the three (3) year contract period.

2. **Agreed upon issues:** It is important to note that the City has already agreed to provide the Union with **substantial additional benefits** in the areas that have been agreed upon. The overwhelming majority of these increased benefits were proposed by the City during negotiations. Those items are summarized as follows (see Exhibit "B"):
- an additional four (4) hours of holiday pay.
  - expanding the definition of family for funeral leave purposes.
  - expanding the City's military leave policy to provide the possibility of continuation of all benefits for employees and their families for a period up to one (1) year.
  - expanding the definition of family for FMLA purposes.
  - increasing the maximum accumulation of sick leave to 2,500 hours.
  - providing employees with a significant sick leave pay off after ten (10) years of service to the City. This provision includes a 75% sick leave accumulation pay off after 25 years.
  - an attendance incentive program which allows employees to potentially receive a total of \$400.00 per year if the employee misses no more than a total of 16 hours of sick leave broken down in quarterly increments.
  - an increase in vision benefits of \$60.00 per person in the family per year.
  - the establishment of a three-tiered health care plan with the employee having the option to chose the plan which best suits his/her needs.
  - the addition of a grievance mediation procedure.
  - the establishment of a cafeteria plan for employees that meets IRS requirements for pre-tax preferences for things such as day care and health care costs which is optional to the employee.

Sincerely,

David R. Harbarger, Esq.

**ARTICLE V            MANAGEMENT RIGHTS**

5.01 Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to: 1) hire, discharge, transfer, suspend and discipline employees for just cause; 2) determine the number of persons required to be employed, laid off, or discharged for just cause; 3) determine the qualifications of employees covered by this Agreement; 4) determine the starting and quitting time and the number of hours to be worked by its employees; 5) make any and all reasonable rules and regulations; 6) determine the work assignments of its employees; 7) determine the basis for selection, retention and promotion of employees to or for positions within the bargaining unit established by this Agreement; 8) determine the type of equipment used and the sequence of work processes; 9) determine the making of technological alterations by revising either process or equipment, or both; 10) determine work standards and the quality and quantity of work to be produced; 11) select and locate buildings and other facilities; 12) establish, expand, transfer and/or consolidate work processes and facilities; 13) consolidate, merge, or otherwise transfer any or all of its municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes of work; and 14) terminate or eliminate all or any part of its work or facilities.

**ARTICLE VIII        LABOR/MAMAGEMENT COMMITTEE**

8.1 A labor/management committee composed of a number of union and employer representatives as shall be agreed upon between the parties shall meet quarterly, or more or less frequently at a mutually agreed time and place to discuss and make recommendations in areas outlined below. In the event the parties are unable to reach mutual agreement on the number of representatives then the committee shall be composed of two union representatives and two employer representatives.

**ARTICLE IX            BULLETIN BOARDS**

9.03 The Employer shall establish a qualified cafeteria or flexible spending plan for Employees that meets IRS requirements for pre-tax preferences which is optional to each Employee.

**ARTICLE XI            UNION RIGHTS**

11.01A The rights of the Union, collectively and of individual Union members, are specifically set forth in this Contract.

- 11.01B Every member Employee has the right, upon his or her request, to the presence and advice of a representative of the Union at any disciplinary hearing, or at any meeting which an Employee member feels may lead to disciplinary action.

## **ARTICLE XVIII HOURS OF WORK**

### **18.5 Shift Differential**

Employees whose regular shift is scheduled to start before 7:00 a.m. or after 6:00 p.m. shall receive a shift differential of .25¢ per hour for all hours worked. The shift differential shall not apply to holdovers, call-ins or over time hours.

## **ARTICLE XIX OVERTIME**

- C. Whenever practical and possible without degrading service to residents, the Employer shall give Employees twenty-four (24) verbal hours notification of non-emergency, scheduled overtime assignments.

## **ARTICLE XX EQUALIZATION OF OVERTIME**

### **Bargaining Unit Work**

- a. Supervisors and non bargaining unit employees shall not perform bargaining unit work or be assigned overtime work that is routinely performed by members of the bargaining unit unless employees in the classification needed for the work are unavailable or refuse the overtime work.
- b. Exceptions to paragraph (a) shall include non-bargaining unit employees who are regularly scheduled to work a particular shift.
- c. In an emergency situation, a supervisor may respond without contacting additional bargaining unit member, but if additional man power is needed in a particular classification, the supervisor will contact bargaining unit members to respond. An emergency call in list will be created by mutual agreement of the parties, with names of bargaining unit members who shall report to the emergency scene within fifteen (15) - twenty (20) minutes from the time of contact. The emergency call in list shall be exempt from overtime equalization provisions in the Contract, except that management shall use scheduled overtime to, as nearly as possible, comply with the intent with the overtime equalization provision. Nothing herein shall prohibit the City from responding to an emergency situation in the most efficient manner possible to protect the health, safety and welfare of the residents.

**ARTICLE XXII     HOLIDAYS, ELIGIBILITY & OVERTIME**

- 22.1 Paid holidays shall be New Year's Day, Martin Luther King's birthday, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and two and one half (2½) personal days (twenty (20) personal hours).
- 22.9 Employees may use a maximum of two(2) personal days per year without the three (3) day prior notice to the Director of Public Service as set forth above for emergency purposes only, subject to the determination of the validity of such emergency purpose by the Director.

**ARTICLE XXIII     FUNERAL LEAVE**

- 23.1 Employer agrees to pay employee for three (3) days at the straight time hourly rate in the event of death in the immediate family of employee. The immediate family consists of father, mother of the employee, father-in-law and mother-in-law, wife or husband, sons, or daughters, brothers or sisters, grandparents, natural and in-law, uncles, aunts, natural and in-law, stepson and stepdaughter.

**ARTICLE XXVI     MILITARY LEAVE**

- 26.1 Military leave rights of Employees shall be as established by City Ordinance in Section 167.17 of the Codified Ordinances of the City of Westlake.

**ARTICLE XXIX     INJURY LEAVE**

- 29.1 Should a bargaining member have an injury while performing his duties and he certified by a qualified medical provider that he is medically unable to work, the Employee may, at his option, enter into a wage continuation agreement with the City. The wage agreement will allow the Employee to continue to receive his regular rate of pay and benefits without charge to leave time, in lieu of the State of Ohio Bureau of Worker's compensation loss time benefits up to a maximum of ninety (90) work days per injury, and maximum of 360 work days in the Employee's lifetime service with the City. In order to qualify for a wage continuation plan, the injury must have resulted in a minimum of five (5) work days in which the Employee was certified by a qualified medical provider as being unable to work. The Employee must also apply for and receive an allowed medical-only claim from the Bureau of Worker's Compensation for the specific on-the-job injury.

If the Employee enters into a wage continuation plan and the injury is subsequently denied by the Industrial Commission of Ohio, and the Employee has exhausted all appeals, then

the Employee must reimburse the time advanced to the Employee through the use of accrued and/or future benefit hours, including sick time, vacation time and personal hours.

- 29.2 If the Employee does not wish to enter into a wage continuation plan or exhausts the time allowed for under wage continuation, and he receives lost time benefits directly from the Ohio Bureau of Worker's Compensation, then his health care benefits shall continue during the time period allowed for by the Bureau of Worker's compensation, up to a maximum of three (3) months.

### **ARTICLE XXX     FAMILY AND MEDICAL LEAVE ACT**

- c. To care for the employee's spouse, son, daughter, stepson, stepdaughter, or parent with a serious health condition; and

### **ARTICLE XXXI    SICK LEAVE**

- 31.1 Sick leave shall be cumulative at the rate of four and six-tenths (4 6/10<sup>th</sup>) hours for every eighty (80) hours worked. A total of 2500 hours may be accumulated. If an employee, after March 1, 1998, accrues sick leave in excess of 2000 hours, he may, at his option, receive one (1) paid day for every four (4) days of unused sick leave. If an employee has in excess of 2000 hours before March 1, 1998, he can only receive one (1) day for every four (4) days of unused sick leave accumulated after March 1, 1998. Sick leave must be exchanged or used by the end of each calendar year.
- 31.6 Each Employee of the City with ten (10) or more years of service with the City shall receive payment based on the Employee's rate of pay, upon termination of employment with he City, transferred to another governmental agency or retirement as follows: at 10 years of service, 50% of the Employee's accrued by unused sick leave; at 17 years of service, 60% of the Employee's accrued by unused sick leave; at 20 years of service, 68% of the Employee's accrued by unused sick leave; at 25 years of service and above, 75% of the Employee's accrued by unused sick leave, with a permitted maximum accrual of hours 2,500.
- 31.10 **Employee Sick leave and Attendance Incentive.**  
City to pay the sum of \$100.00 to each employee who has not missed more than four (4) hours in a stated three (3) month period other than for a funeral for the immediate family, as described in Section 167.04(b) of the Codified Ordinances, scheduled vacation or personal time. The first 3 month period as set forth hereunder shall be beginning with the

first day of March, 2001 and each payment provided for hereunder shall be made, where practicable, within thirty (30) days after the conclusion of each three (3) month period.

#### **ARTICLE XXXV TEMPORARY TRANSFERS**

- 35.1 Any employee who is temporarily assigned to a position/title within the bargaining unit with a rate of pay lower than the rate of pay he is regularly paid, shall receive his regular rate of pay for all time worked in such position.
- 35.2 An employee who is temporarily assigned for a full eight (8) hour work day or longer to work in a position/title within the bargaining unit having a rate of pay higher than such employee's regular position/title shall receive the higher rate of pay for all hours worked in the higher position/title.
- 35.3 Temporary assignments or transfers will not normally exceed one hundred eighty (180) days. If a temporary assignment or transfer lasts for one hundred eighty (180) days, the position/title shall be declared vacant and filled on a permanent basis if the Employer intends to fill such position/title for any amount of time hereafter.
- 35.4 The Employer will not transfer employees when employees in the higher position are available to perform the work in question. Temporary transfers shall not be for arbitrary or capricious reasons.

#### **ARTICLE XXXIX HOSPITALIZATION**

- 39.1 For each full-time employee, the Employer shall pay the premium for the plan established herein which includes medical, hospitalization, dental, eye-care and prescription coverage, and other coverage as set forth in this Agreement.
- 39.2 Such coverage shall require the payment of annual deductibles of \$100 per person and \$200 maximum for family, with 20% employee co-pay for the next \$1000 of hospital/medical expenses each year per individual or \$1,500 per year for a family. Prescription co-pays shall be \$10.00 for generic drugs, and \$15.00 for name brand drugs with the employee continuing to pay the difference when a name brand is selected over an available generic. Vision coverage shall be as follows: \$50.00 every two (2) years for eye exams and \$150.00 every two (2) years for prescription glasses. And dental benefits shall be \$1,500.00 per employee

The Employer will establish a three-tiered plan with different % coverage and out-of-pocket amounts:

- 1. Point of service plan - 100% physician service coverage with \$10 deductible per office visit, 90% payment for hospital stays, additional wellness benefits paid at 100%;

2. Preferred provider plan - same coverage as current plan with certain additional wellness benefits; or
3. Open provider plan - open choice for providers, but higher co-pay % (40%) and higher out-of-pocket limits (\$2,000 individual/\$4,000 family).

Require premium sharing (50% of amount over \$550 not to exceed - \$0/month in year 1, \$7.50/month in year 2 and \$10.00/month thereafter) if the average monthly health/dental/vision/prescription care cost per employee exceeds a maximum amount of \$550. Premium sharing would start at the first pay period the next calendar year after the average monthly health/dental/vision/prescription care cost per employee exceeds the limit.

## **ARTICLE XLII      WAGES AND JOB CLASSIFICATIONS**

### **RECOMMENDATION**

When examining the wages paid to each of the workers in their classification it is apparent that there are inequities. This is why a rate schedule is necessary if equal work is to be paid at an equal rate of pay. The classification of service worker is interpreted very broadly and the Union's request for a more equitable list of job classifications has merit. When you realize that skilled tradesmen who have to be apprentices for several years are in the service workers category it indicates adjustments must be made.

These recommendations include wage increases and also a new job classification.

- 42.1 Effective March 1, 2001, all employees shall receive a 3.5% increase.
- 42.2 Effective on March 1, 2002, all employees shall receive a 3.75% increase or the rate for their classification, whichever is the higher.
- 42.3 Effective on March 1, 2003, all employees shall receive a 3.5% increase or the rate for their classification, whichever is the higher.
- 42.4 Effective March 1, 2002 and March 1, 2003 the City shall increase the pay ranges by the above amounts.
- 42.5 Service Department Pay Ranges

Service Worker C	Start	\$12.50 per hour
	6 months	\$13.00 per hour
	1 year	\$14.00 per hour

Service Worker B	Start	\$14.00 per hour
	6 months	\$15.00 per hour
	1 year	\$16.00 per hour
Service Worker A	Start	\$16.00 per hour
	6 months	\$17.00 per hour
	1 year	\$18.00 - \$18.50 per hour
Operator	Start	\$15.00 per hour
	6 months	\$16.00 per hour
	1 year	\$17.00 - \$20.00 per hour
Mechanic B	Start	\$14.00 per hour
	6 months	\$15.00 per hour
	1 year	\$16.00 - \$17.00 per hour
Mechanic A	Start	\$17.00 per hour
	6 months	\$18.00 per hour
	1 year	\$19.00 - \$20.00 per hour
Dispatcher	Start	\$12.00 per hour
	6 months	\$13.00 per hour
	1 year	\$14.00 per hour
Skilled Tradesman	Start	\$17.00 per hour
	6 months	\$18.00 per hour
	1 year	\$19.00 - \$20.00 per hour

#### 42.7 Job Classifications

##### **Service Worker C**

This is a entry level position wherein the employee will learn and perform the operations of the service department for one year. A valid Ohio drivers license is required.

##### **Service Worker B**

After one year as a service worker, employees will be classified as a service worker B. Such employee should possess the overall ability and knowledge to perform the basic operations of the service department, run small equipment, 1 ton dump trucks, lawn tractors, trackless, skidster, and forklift, along with all the duties a service worker C performs

### **Service Worker A**

The maximum number of laborers shall be 16. If there is an open a position the B laborer with a minimum of two yeas experience shall move up to the open laborer A position. Such worker shall have the most seniority and be able to perform the duties of a service worker B and drive all trucks over (26,000) and above. Such worker shall also have a valid Ohio commercial license.

### **Skilled Tradesman**

A skilled tradesman shall be able to perform the necessary work in the skilled apprentice areas that such employee has been trained namely, carpentry, plumbing, painting, welding, electrical work, concrete finishing and related skills. Plus other work he or she may be assigned to if their own regular work in not available.

## **ARTICLE XLVII DISCIPLINARY PROCEDURE**

- 47.5 Where the appointing authority seeks an imposition of a suspension without pay of more than three (3) days, a demotion or removal from service, notice of such discipline shall be made in writing and served on the Employee personally or by certified mail, return receipt requested. In the case of a suspension without pay of less than three (3) days, the Service Director or his designee shall furnish the member of the Department with a written notice of such discipline, serviced on the Employee personally or by certified mail, return receipt requested.

## **ARTICLE XLVIII GRIEVANCE PROCEDURE**

- 48.1 Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and shall have the right to be represented by the Union at all stages of the Grievance Procedure. It is the intent and purpose of the parties to this agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.
- 48.5 A. the parties shall mutually agree to the selection of a mediator to serve in the capacity of a grievance mediator. Mediators must be experienced mediators and arbitrators with mediatory skills. Mediators may not serve as arbitrators.
- B The mediator will be asked to provide a schedule of available dates and cases will be scheduled in a manner which assures that the mediator will be able to handle multiple cases on each date unless other wise mutually agreed. The parties agree not to hear more than five (5) cases per day. Mediation shall be scheduled on a rotation basis among an established panel of mediators the members of whom shall be selected by mutual agreement of the parties.