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**IN THE MATTER OF FACT-FINDING
BETWEEN**

| | | |
|--------------------------------------|---|--------------------------------|
| CITY OF BROOK PARK |) | CASE NO. 01-MED-02-0097 |
| |) | |
| AND |) | <u>FINDINGS</u> |
| |) | AND |
| TEAMSTERS LOCAL UNION NO. 436 |) | <u>RECOMMENDATIONS</u> |

JAMES M. MANCINI, FACT-FINDER

APPEARANCES:

FOR THE CITY
MARC J. BLOCH, ESQ.

FOR THE UNION
BASIL W. MANGANO, ESQ.

SUBMISSION

This matter concerns fact-finding proceedings between the City of Brook Park (hereinafter referred to as the City) and Teamsters Local Union No. 436 (hereinafter referred to as the Union). The State Employment Relations Board (SERB) duly appointed the undersigned as fact-finder in this matter. The fact-finding proceedings were conducted on March 2, 2001.

The fact-finding proceedings were conducted pursuant to the Ohio Collective Bargaining Law as well as the rules and regulations of SERB. The bargaining unit consists of thirty employees. The classifications in the unit are as follows:

Administrative Assistants, Secretaries, Clerks, Clerks/Bookkeeper, Office Specialist, Assistant Service Directors, Deputy Service Directors, Building Commissioner, Assistant Building Commissioner, Inspectors, Deputy Director of Recreation, Community Center Supervisor, and Deputy Tax Director.

The parties indicated that they had previously reached a tentative Agreement on February 6, 2001. However, City Council subsequently rejected the tentative Agreement and impasse was declared. This fact-finder in rendering the following findings of fact and recommendations on each of the issues at impasse has taken into consideration the criteria set forth in Ohio Revised Code Section 4117-14(G)(6)(7). The parties agreed that this fact-finder could issue his findings without the need to restate their relevant positions and contentions on the issues presented.

1. WAGES

The proposal is that in the first year of the Agreement there should be wage parity increases above the norm for the bargaining unit with additional 3% increases in each of the final two years of the Agreement. The Union believes that the wages which the parties tentatively agreed to under Article XIV are comparable to other public and private employees doing comparable work. Moreover, the Union asserts that its proposal does not harm the interest and welfare of the public. The City did not dispute its ability to finance and administer the proposed wage increases. The City's position on wages is the same as that reflected in the previous tentative Agreement reached between the parties.

Based upon a careful review of the evidence, this fact-finder would recommend the proposed wage parity increases which were previously set out in the parties' tentative Agreement. The evidence produced at the hearing supports such a finding. Comparable wage evidence clearly indicates that the wage parity increases are warranted in order to bring the wages of the bargaining unit into line with the average wages provided to those in comparable positions in neighboring jurisdictions. Moreover, internal comparisons with positions in the city with similar responsibilities further supports the conclusion that the proposed wage parity increases are justified.

The evidence clearly demonstrates that for supervisory positions in the bargaining unit, the proposed wage parity increases in the first year of the contract are supported by wage comparables. That is, the proposed first year wages for supervisors

would bring their salaries into line with comparable supervisory wages in neighboring cities. It would also provide wages for the supervisors in the bargaining unit which would be comparable to those currently paid to others in the City such as in the police department who have similar supervisory responsibilities. For example, the recommended wage increase in the first year of the Agreement for Assistant Service Directors of \$62,218 would be in line with the average Assistant Service Director salaries in neighboring cities including that of Willoughby at \$60,487 and Middleburgh Heights at \$68,681. The proposed wage for Assistant Service Directors would also be comparable to that currently paid to lieutenants in the Division of Police. Both job classifications have similar supervisory responsibilities. They are also both on call twenty-four hours a day. However unlike the lieutenants, the Assistant Service Directors are salaried employees and are not eligible for overtime.

The proposed wage of \$54,578 for Deputy Service Directors would also be in line with that provided to those holding similar positions in other cities. In order to provide continuity among similar positions within the City of Brook Park, it is also appropriate to compare the Deputy Service Directors with sergeants in the Division of Police. Again, both are responsible for supervising other employees and are on call twenty-four hours a day. The recommended wage for Deputy Service Directors is in line with that paid to police sergeants.

For the Deputy Directors in the Recreation Department, it is recommended that their pay be increased to \$50,196. Although this represents a first year increase of

15.45%, such a wage parity increase is justified in order to bring the Deputy Director of Recreation's wages more into line with those found in neighboring jurisdictions. For example in Middleburgh Heights, a Deputy Recreation Director currently earns \$57,000. It should also be noted that the wage proposed for Deputy Recreation Directors would reflect the same pay differential between the Recreation Director and the Deputy Directors as was the case involving the Service Director and the Deputy Directors in that department.

With respect to the proposed first year equity pay increase for Building Commissioner, this fact-finder has determined that a wage increase to \$73,468 is warranted. Such a salary would be in line with that received by other Building Commissioners in other cities including Beachwood which pays \$80,000 and Euclid whose Building Commissioner receives \$71,925. Moreover, it is appropriate as the Union argues to pay the Building Commissioner the same as the Police and Fire Chief. Like those in charge of the police and fire departments, the Building Commissioner is on the same level of responsibility reporting directly to the Director of Public Safety. The Building Commissioner must perform complex administrative work in enforcing building and related codes. They must have the appropriate skills and licenses needed to perform the tasks. Considering these various factors, this fact-finder must agree with the Union that the Building Commissioner's pay should be increased to a level commensurate with the job responsibilities involved.

With respect to non-supervisory positions found in the bargaining unit, this fact-finder has also determined that both internal as well as external wage comparisons support the first year proposed wage parity increases. For example, the increase proposed for the Administrative Assistant to the Building Commissioner of \$45,321 is comparable to similar wages in neighboring jurisdictions. It was also shown that the Administrative Assistant has similar duties and responsibilities as the Clerk of Council who currently receives a salary of \$44,886. Thus comparable evidence clearly supports the 13.61% increase for the Administrative Assistant in the first year of the Agreement.

With respect to bargaining unit positions such as Secretaries and Clerks, there was an effort made to equalize the wages within each of those job classifications. For example, the City currently employs three secretaries to directors. For years, the pay scale was inequitable in that one secretary received more than the others. As a result, this fact-finder would concur with the effort to equalize salaries among the Secretaries and then to give them an appropriate wage increase in the first year of the Agreement. It should also be noted that the proposed Secretary wage of \$37,230 is in line with similar wages in the area. This fact-finder finds that the pay for the four Clerks for the City should likewise be equalized in the first year of the Agreement and provided with a wage increase in line with that received by other employees. In that all Clerks have similar duties as the Assistant Clerk of Council, it would be appropriate to provide comparable compensation. A Clerk will receive \$34,862 under this fact-finder's recommendation in the first year of the Agreement which compares with the \$34,527 received by the City's

Assistant Clerk of Council. With respect to Office Specialists, this fact-finder concurs with the Union's proposed wage increase to \$32,500 in the first year of the Agreement. The salaries for Office Specialists is equalized in the first year and was brought up to a level which is comparable to that found for Secretary II's in neighboring jurisdictions. It should also be noted that there had to be some differential between the Clerks and Office Specialists and that is provided by the proposed wage increases.

This fact-finder also finds that there is merit in the proposed wage increases of 3% in the second and third years of the Agreement. It is only in year one of the Agreement that this fact-finder would recommend additional wage parity adjustments for the various bargaining unit positions in order to bring their wages more into line with those found in similar positions in comparable communities. This fact-finder would like to add that there was no issue raised concerning the City's ability to finance and administer the proposed wage increases. There was evidence produced which indicated that the City of Brook Park has the ability to fund the proposed wage increases herein especially considering the relatively small size of the bargaining unit here. It simply cannot be said that the proposed wage increases will in any way harm the interest and welfare of the public. Therefore, this fact-finder is compelled to conclude that the proposed wage increases are justified based upon comparable wage evidence presented and as a result should be implemented by the parties.

RECOMMENDATION

It is the recommendation of this fact-finder that there be wage parity adjustments in the first year of the parties' Agreement as previously discussed with 3% additional wage increases in each year of the final two years of the parties' Agreement as more fully set forth in the following Wage Provision:

ARTICLE XIV. WAGE AND CLASSIFICATIONS

Section 1. General Classifications and Wage Rates. Employees classified below and covered by this Contract shall be paid as follows:

| | <u>Effective 01/01/01</u> | <u>Effective 01/01/02</u> | <u>Effective 01/01/03</u> |
|---------------------------------|-------------------------------|-------------------------------|-------------------------------|
| Administrative Assistants | \$45,321 | \$46,681 | \$48,081 |
| Secretaries | \$37,230 | \$38,347 | \$39,497 |
| Clerks | \$34,862 | \$35,908 | \$36,985 |
| Office Specialists | \$32,500 | \$33,475 | \$34,479 |
| Assistant Service Directors | \$62,218 | \$64,085 | \$66,007 |
| Deputy Service Directors | \$54,578 | \$56,215 | \$57,902 |
| Building Commissioner | \$73,468 | \$75,672 | \$77,942 |
| Assistant Building Commissioner | \$62,218 | \$64,085 | \$66,007 |
| Inspectors | \$50,592 | \$52,110 | \$53,673 |
| Deputy Director Recreation | \$50,196 | \$51,702 | \$53,253 |
| Community Center Supervisor | \$37,205 | \$38,321 | \$39,471 |
| Deputy Tax Director | \$50,196 | \$51,702 | \$53,253 |

2. FUNERAL LEAVE

The proposed Funeral Leave Provision provides that employees are to be granted three days of leave if the funeral is held within 400 miles of Brook Park, and if over 400 miles, five days of leave.

This fact-finder has determined that the proposed Funeral Leave Provision is reasonable and should be adopted by the parties. The evidence showed that the Funeral Leave proposal for the bargaining unit here will be the same as that found in the City's Laborers' contract. It is also identical to that provided to all other non-bargaining unit employees in the City. Thus for internal consistency purposes, it would be reasonable to include in the parties' Agreement for the bargaining unit here the same Funeral Leave Provision as found in the Laborers' contract and as it is applied to other non-bargaining unit employees. In all respects, this fact-finder has determined that the Funeral Leave Provision proposed is reasonable.

RECOMMENDATION

It is the recommendation of this fact-finder that the proposed Funeral Leave Provision be included in the parties' Agreement as more fully set forth below:

ARTICLE XII, LEAVE OF ABSENCE

Section 1. Funeral Leave A regular full-time employee shall be granted a leave of absence with pay, not to be charged against sick leave in the event of the death of his spouse, mother, father, child (including step children), brother, sister, mother-in-law or father-in law, brother-in-law, sister-in-law, grandparent, grandchild or legal guardian within the family environment.

If the funeral is held within four hundred (400) miles of Brook Park, the Employee will be granted three (3) days leave, and if over four hundred (400) miles, five (5) days leave. To be eligible, the employee must notify the City in the manner it will establish, and attend the funeral. Failure to do so or misrepresentation of facts relating to funeral leave shall be grounds for disciplinary action. In the event of the death of a spouse, child or parent the employee shall be given ten (10) days leave with pay.

3. PERSONAL LEAVE

The proposal is for a Personal Leave Provision which would be provided at the discretion of the City with or without pay for a period of up to thirty days in any calendar year.

The evidence showed that the Union's proposed Personal Leave Provision is the same as that found in the Laborers' Agreement. It is also identical to that provided to all other non-bargaining unit employees in the City. Thus for consistency purposes, it would be appropriate to provide the bargaining unit here with the same Personal Leave Provision as provided to other employees in the City. In all respects, this fact-finder has determined that the Personal Leave Provision proposed is reasonable and should be adopted by the parties.

RECOMMENDATION

This fact-finder recommends the proposed Personal Leave Provision as more fully set forth below:

ARTICLE XII, LEAVE OF ABSENCE

Section 2. Personal Leave. At the discretion of the City, a leave of absence, with or without pay, of up to thirty (30) days in any calendar year may be granted to an employee for any legitimate personal reason without loss of seniority.

4. MILITARY LEAVE

The Military Leave proposal provides that an employee is to be granted an extended leave of absence without pay for military duty in accordance with the law.

The evidence showed that the Military Provision proposed is the same as that found in the Laborers' contract. It is also identical to that provided to all other non-bargaining unit employees. Thus in order to provide consistency with military leave provided to other City employees, this fact-finder would recommend the adoption of the proposed military leave for the bargaining unit here. In all respects, the Military Leave Provision proposed is reasonable and should be included in the parties' Agreement.

RECOMMENDATION

It is the recommendation of this fact-finder that the proposed Military Leave Provision be included in the parties' Agreement as follows:

ARTICLE XII, LEAVE OF ABSENCE

Section 3. Military Leave. An employee shall be granted an extended leave of absence without pay for military duty in accordance with law, and after discharge from the service shall be restored to employment with the City if so requested and in accordance with law.

5. JURY DUTY LEAVE

The proposed Jury Duty Leave Provision provides that an employee serving on jury duty will be excused with pay for the time lost during the basic workweek.

The Jury Duty Leave Provision proposal is the same as that found in the Laborers' contract. It is also identical to that provided to all other non-bargaining employees in the City. Thus for consistency purposes, the Jury Duty Leave Provision proposed should be adopted and included in the parties' Agreement.

RECOMMENDATION

It is the recommendation of the fact-finder that the proposed Jury Duty Leave Provision be included in the parties' Agreement as more fully set forth below:

ARTICLE XII, LEAVE OF ABSENCE

Section 4. Jury Duty Leave. An employee serving on jury duty will be excused with pay, less any compensation received for jury duty, for the time lost during his basic work week provided he turns in to the Finance Director any pay received for such jury service and presents a receipt from the Finance Director to his supervisor.

6. SICK LEAVE

The proposed Sick Leave Provision provides for 4.6 hours of sick leave for every eighty hours worked.

This fact-finder finds that the Sick Leave proposal should be adopted by the parties. The evidence establishes that the proposed provision is the same as that found in the Laborers' contract. It is also the same amount of sick leave credit provided to the non-bargaining unit employees in the City. Thus, it is evident that the Sick Leave Provision is reasonable and should be incorporated into the parties' Agreement.

RECOMMENDATION

It is the recommendation of this fact-finder that the Sick Leave proposal be included in the parties' Agreement which provides in part as follows in Attachment A.

ATTACHMENT A

Section 5. Sick leave

(1) Members of the bargaining unit and probationary employees shall be credited with sick leave, with pay, at the rate of 4.6 hours for every eighty (80) hours worked. Unused paid sick leave shall be cumulative and available for future use up to a maximum of twelve hundred (1200) hours.

(2) Upon retirement, an employee shall be entitled, as part of his final pay, to a lump sum payment of 3/8 of up to 1200 hours of the employee's accrued and unused sick leave. Hours accumulated over 1200 hours shall be compensated on the same basis. In the event of an employee's death prior to retirement, the employee's heirs and beneficiaries shall be entitled to said lump sum payment. The payment will be based upon the employee's hourly rate on the last date of employment and will eliminate all accrued and unused sick leave. To be eligible, an employee must have at least ten (10) years of full-time employment with the City. Retirement means "disability or service retirement under any state retirement system."

(b) Misuse of Sick Leave. Employees shall submit a signed statement on forms provided by the City to justify the use of sick leave. If medical attention is required, the employee's statement shall list the name, address and phone number of the attending physician. An employee who is absent three (3) or more consecutive days, because of sickness or injury, will be required

to present a doctor's certificate, or in the case of sickness or injury of less than three (3) days if an employee:

- (1) Has a habitual absence record;
- (2) Frequently takes sick leave for one (1) to three (3) days; and
- (3) Has been notified in writing of these regulations. An employee will not be placed on the habitual list without first being informed of the problem also the Union shall be notified prior to taking any such action.

Section 6. Sick Leave Without Pay. After an employee has exhausted his/her sick leave with pay, he/she may be granted a leave of absence not to exceed six (6) months because of personal illness, injury or pregnancy (including postpartum recovery periods). Such leave must be supported by satisfactory medical evidence that the employee has an illness, injury or pregnancy. If the illness, injury or pregnancy, as defined above, continues beyond the six-(6) month period, the City may, at its sole discretion, grant additional sick leave upon request. Under no circumstances will an employee be permitted more than one year of sick leave without pay. It is the employee's responsibility to inform the City of his/her prognosis as circumstances allow.

Section 7. Sick Leave with Pay. Employees may utilize paid sick leave for personal pregnancy leaves, actual illness or injury, confinement by reason of contagious sickness or visits to a doctor or dentist for medical care of the employee or member of

his/her immediate family (as defined by the FMLA). Any employee who has been on sick leave for three (3) consecutive days or more must present a doctor's excuse and may be required to submit to and pass a physical examination before being permitted to return to work.

7. HOURS OF WORK – PAID LUNCH PERIOD

The proposal is that there be a sixty-minute paid lunch period. This fact-finder would recommend that the parties adopt the sixty-minute paid lunch provision for the bargaining unit. Comparable evidence was submitted which indicated that twenty-nine out of the thirty-six area communities provide for a similar sixty-minute paid lunch period for employees holding similar positions as the bargaining unit here. Also as part of the proposal, the normal workday for the employees would be from 8:30 a.m. to 4:30 p.m. As a result, this will allow City Hall to remain open to the general public during the noon hour. Considering evidence of comparability as well as the change in the hours of work, this fact-finder has determined that a sixty-minute paid lunch period for the bargaining unit would be appropriate.

RECOMMENDATION

It is the recommendation of this fact-finder that there be a sixty-minute paid lunch period provided in the parties' Agreement as set forth in Attachment B.

ARTICLE XIII

HOURS OF WORK

Section 1. Work Week. The normal hours of work for regular full-time employees shall be forty (40) hours of work in five (5) eight (8) hour days, inclusive of the time allotted for meals. The City retains the right to set different hours or schedule additional shifts to meet changes in operation or emergencies. Provided that the Union shall be given seven (7) days notice of such change and that the parties shall meet and discuss shift differential, if any. The normal work day shall be from 8:30 A.M. to 4:30 P.M.

Section 2. Nothing above shall be construed as a guarantee of hours worked per day per week.

Section 3. Employees who work a regular work day (i.e., eight (8) hours) shall be allowed not less than sixty (60) minutes for a scheduled lunch period. There shall be two (2) fifteen (15) minute rest periods during each shift of the work day. Said rest periods, to the extent practicable, will be scheduled during the middle of the shift, but they shall not be scheduled immediately before or after the meal period or at the start or end of the shift.

8. HOLIDAY PAY

It is proposed that there be twelve paid holidays. This would include a new proposal to have the Friday after Thanksgiving as a holiday.

This fact-finder finds that there was a reasonable basis established for twelve paid holidays for the bargaining unit. This would be the same holiday allotment provided to non-bargaining unit employees within the City. It was also established that the Friday after Thanksgiving is typically a day off for the full-time employees in the unit here. There was no claim on the part of the Employer that the additional holiday would cause any harm to City operations.

RECOMMENDATION

It is the recommendation of this fact-finder that all full-time employees in the unit be provided with twelve paid holidays as set forth in Attachment C.

ARTICLE XVI

HOLIDAYS

Section 1. Holidays. All regular full-time employees shall be entitled to twelve (12) paid holidays as follows:

| | |
|-----------------------------|---------------------------|
| New Year's Day | Veteran's Day |
| Martin Luther King, Jr. Day | Thanksgiving Day |
| President's Day | Friday after Thanksgiving |
| Memorial Day | Employee's Birthday |
| Independence Day | Christmas Day |
| Labor Day | Eight (8) Personal Hours |

Section 2. Eligibility. To be entitled to holiday pay, an employee must work the last scheduled regular work day preceding the holiday and the first regular scheduled work day following the holiday unless his absence is excused because of bona fide illness, injury or funeral leave.

Section 3. Vacation. If a holiday falls within an employee's vacation leave, the employee shall receive an additional paid vacation day in lieu of holiday, either at the beginning or end of the vacation period.

Section 4. If any of the above holidays falls on a Saturday or Sunday, the following Monday shall be observed as the holiday.

9. VACATION

The proposal is for a Vacation Provision which is identical to that provided to all other City employees.

The evidence shows that the Vacation Provision proposed is identical to that which is currently provided to the firefighters, laborers and all other non-bargaining unit employees in the City. In all respects the Vacation Provision appears to be reasonable especially considering that vacations are to be taken at a mutually convenient time based upon the operational needs of the City. For that reason, this fact-finder would recommend the adoption of the proposed Vacation Leave Provision.

RECOMMENDATION

It is the recommendation of this fact-finder that the Vacation Provision proposed which is identical to that provided to all other City employees be included in the parties' Agreement as set forth in Attachment D.

ARTICLE XVIIVACATIONS

Section 1. Vacations. All regular full-time employees shall be granted the following vacation leave with pay for each year based upon their length of service with the City. Vacations shall be taken at a time mutually convenient to the City and employee based upon the operational needs of the City.

| <u>Years of Service</u> | <u>Length of Vacation</u> |
|-------------------------|---------------------------|
| After 1 year | 2 weeks |
| After 5 years | 3 weeks |
| After 10 years | 4 weeks |
| After 18 years | 5 weeks |

Section 2. Pay. Compensation shall be computed on the basis of the employee's regular rate of pay times forty (40) hours for each week of vacation.

Section 3. When Taken. All employees must take their vacations except in special circumstances. The City will not pay additional compensation in lieu of vacation leave. Vacation time cannot be accumulated until a subsequent year. The vacation period shall extend from January 1st to December 31st of each year.

Section 4. Vacation Application. During the month of January of each year, employees will be given an opportunity to

indicate on a form supplied by the City their vacation leave preferences. All forms will be due February 15, and promptly thereafter the City will post a vacation schedule giving priority to employees according to classification, seniority and consistent with operational requirements. Any employee who fails to make his vacation application during January will be assigned a vacation time without regard to seniority based upon when his application was made. Once the schedule is posted, it cannot be changed without the written consent of the City and of the employees involved.

10. HEALTH INSURANCE

The proposal concerning Health Insurance is the same as that currently provided to all other City employees.

The evidence shows that the proposed Health Insurance Provision pertaining to Hospitalization Insurance, as well as Dental and Vision Care is identical to that found in the Firefighters and Laborers' contracts. It is also the same health insurance benefit provided to all other non-bargaining unit employees in the City. For that reason, this fact-finder is compelled to recommend the adoption of the Health Insurance Provision proposed herein.

RECOMMENDATION

It is the recommendation of this fact-finder that the proposed Health Insurance Provision be included in the parties' bargaining Agreement as set forth in Attachment E.

ARTICLE XVIII

HOSPITALIZATION

Section 1. Hospitalization Insurance.

(A) The City will provide and pay for the full premium on behalf of each full-time employee for single and family hospitalization and medical service coverage under a Super Med or Super Med Select-Type plan, or its equivalent, including a self-insured program with Medical Mutual as the Third Party Administrator. Prescription drug coverage for employees and their families shall be as follows:

- 1) Generic drug - \$2.00 deductible
- 2) Legend (name brand drug when generic is not available) - \$4.00 deductible
- 3) Legend (name brand drug when generic is available) - \$9.00 deductible

The City shall have the right to choose an alternative insurance carrier and/or provide other delivery systems, after discussion with the Union, provided that the benefits in such new policy are equivalent to the current policy.

(C) Finally, the City and all of its constituent unions and employees will form a committee to review health care and shall determine, on an annual basis, whether or not coverage as written should be maintained. Additionally, the purpose of this committee shall be to review and help to contain health care costs.

Section 2. Dental Insurance. The City will provide each member of the Division dental insurance coverage under the Medical Mutual of Ohio Major Dental Plan, or equivalent plan, and/or other delivery systems which includes \$50.00 deductible with 80% payment in all services to \$1,000.00 per year and 60% payment toward orthodontia care to a lifetime maximum of \$ 1,500.00. The City will pay the equivalent of the premium for employee and family coverage and orthodontia coverage, per existing plan.

Section 3. Vision Care. The City shall provide a vision care program through Blue Cross or its equivalent with the following benefits:

| | |
|----------------------|---|
| Dependent Age Limit: | Age 23 |
| Examination: | One per calendar year Limited to \$40.00 per examination |
| Frames: | One pair every two calendar years Limited to \$60.00 |
| Lenses: | These benefits are paid per person per calendar year: |
| | Single \$ 60.00 |
| | Bifocal \$ 70.00 |
| | Trifocals \$ 100.00 |
| | Medically necessary contact lenses \$175.00 |
| | Cosmetic contact lenses \$100.00 |

11. LIFE INSURANCE

The proposal is to provide for \$25,000 in life insurance. This fact-finder has determined that this would be the identical amount of life insurance provided to the firefighters and laborers' bargaining units. It is also the same as the amount of coverage provided to all other non-bargaining unit employees in the City. Based on internal comparisons, this fact-finder would recommend the adoption of the proposed Life Insurance Provision.

RECOMMENDATION

It is the recommendation of this fact-finder that Life Insurance be provided in the amount of \$25,000 as more fully set forth below:

ARTICLE XIX. LIFE INSURANCE

Section 1. The City will provide all regular full-time employees with a convertible life insurance policy in the face value of Twenty-five Thousand Dollars (\$25,000.00).

Section 2. Paid Up Life Insurance. The City will provide a paid-up life insurance policy in the face amount of Five Thousand Dollars (\$5,000.00) for each employee classified herein upon such employee's retirement.

12. P.E.R.S.

The proposal is for the City to initiate a pension “pick up” plan whereby the employee’s contributions are “picked up” by the City. The evidence establishes that the P.E.R.S. pick up proposal is the same as that provided to the firefighters and laborers’ bargaining units. It is also identical to the pension pick up plan provided to all other non-bargaining unit employees in the City. Based upon internal comparisons, this fact-finder hereby recommends the proposed Pension Pick Up Provision.

RECOMMENDATION

It is the recommendation of this fact-finder that the proposed Pension Provision be included in the parties’ bargaining Agreement as more fully set forth in Attachment F.

ARTICLE XX

PENSION AND UNEMPLOYMENT

Section 1. (a) P.E.R.S. The City will make all contributions required by law to the Public Employees Retirement System and the State of Ohio Unemployment Compensation Fund on behalf of all employees classified and covered by this Contract.

(b) Pension "Pick Up" Payments. Within a reasonable period from the ratification of this Contract, the City shall initiate a pension "pick up" plan. Specifically, the employees' gross salary shall be reduced by the full amount of said contribution. The employees' contributions which are "picked up" by the City shall be treated in the same manner as contributions made by employees prior to the commencement of the "pick up" program and will, therefore, be included in "compensation" for the purposes of the Public Employees Retirement System pension fund benefit calculations (PERS), and for the purposes of the parties in fixing salaries and compensation of employees as set forth in this Contract. The City's contribution to PERS will be calculated on the full salary of members before the pick up is deducted from gross salary.

(c) The City will reimburse retirees and/or their surviving spouse, on a semi-annual basis, for the health insurance premium that is deducted monthly from the PERS stipend on behalf of the retiree and/or his surviving spouse only.

13. OVERTIME

The overtime proposal basically provides that non-exempt employees are to receive time and one-half their regular rate of pay for all hours worked in excess of eight hours in any one day or for all hours worked in excess of forty hours in any one week. The evidence establishes that the overtime proposal is the same as that followed for non-exempt employees in the bargaining unit in the past. Moreover, it is identical to the Overtime Provision found in the Laborers' Agreement. It should be noted that approximately one-half of the bargaining unit here is exempt from the Overtime Provision. This fact-finder finds that the proposed Overtime Provision is reasonable and should be included in the parties' Agreement based upon internal comparisons.

RECOMMENDATION

It is the recommendation of this fact-finder that the proposed Overtime Provision be included in the parties' Agreement as more fully set forth in Attachment G.

ARTICLE XV

OVERTIME

Section 1. Authority of the City. The City shall be the sole judge of the necessity for overtime, to determine weekly and daily work schedules and the number of shifts required.

Section 2. Daily Overtime. Non exempt employees shall receive time and one-half (1-1/2) their regular rate of pay for all hours worked in excess of eight (8) hours in any one day.

Section 3. Weekly Overtime. Non exempt employees shall receive time and one-half their regular rate of pay for all hours worked in excess of forty (40) hours in any one week. Daily and weekly overtime shall be cumulative. Holiday pay shall be counted as eight (8) hours worked in computing eligibility for weekly overtime.

Section 4. Holiday Pay. When an employee is assigned to a regular or standard shift and such employee works on an actual holiday, as noted in Article XV, that employee shall receive double time and one-half (2-1/2) pay for all hours worked. Employees who are required to work on an observed holiday shall be paid time and one-half (1-1/2) their straight-time pay for all hours worked.

Section 5. Call-in Pay. If an employee is called in to work at a time when he is not scheduled to work, he will be compensated at one and one-half (1-1/2) times the rate provided above for hours worked, including shift premium, but in no event for less than two (2) hours.

Section 6. Equalization of Overtime. For the purpose of equalization of overtime, employees refusing to work overtime will be charged overtime as if they had worked it. All overtime hours will be posted on a bi-weekly basis.

Section 7. Overtime Procedure. Employees shall be permitted to sign up for possible overtime work on weekends for either Saturday or Sunday, and such employees will be selected for such overtime based upon availability of work, seniority and skill and ability.

In the event there is a need for non-emergency overtime, employees will be selected based upon seniority. If a situation exists where non-emergency overtime must be performed and all employees who are asked refuse, the City may assign the overtime based upon reversed seniority (least senior employee first).

14. CLOTHING ALLOWANCE

The proposal is to allow \$500 annually for clothing allowance. The evidence shows that the current firefighters' clothing allowance is set at \$750 per year. With respect to the Laborers' contract, their clothing allowance will be increased to \$650 by the last year of their contract. Therefore based upon internal comparisons, this fact-finder would recommend the clothing allowance proposed.

RECOMMENDATION

It is the recommendation of this fact-finder that the Clothing Allowance be provided at \$500 annually as more fully set forth below:

ARTICLE XXVIII, CLOTHING ALLOWANCE

Section 1. Effective January 1, 2001, employees shall be provided a clothing allowance of \$500.00 annually to be provided by a cash payment of \$250.00 on July 1 for uniform and/or business attire maintenance, and a cash payment of \$250.00 on December 1 for uniform and/or business attire maintenance.

15. EDUCATION REIMBURSEMENT

The proposal is to provide for reimbursement for classes taken for work related courses up to a maximum of \$1,000 per year. The evidence shows that the provision is intended to provide education reimbursement for employees who need to maintain certifications and licenses. The proposed Education Reimbursement Provision herein is also similar to the Extra Training Pay Provision found in the Firefighter's contract. Therefore, this fact-finder has determined that there was sufficient basis established for the Education Reimbursement Provision proposed herein.

RECOMMENDATION

It is the recommendation of this fact-finder that the Education Reimbursement proposal be included in the parties' Agreement as more fully set forth below:

ARTICLE XXIX, EDUCATION REIMBURSEMENT

Section 1. The City shall reimburse each union member for classes taken for work related courses up to a maximum of \$1000.00 per year.

16. SUBCONTRACTING

The proposal is to allow the City the right to subcontract services under certain circumstances. The provision requires the City to first meet and confer with the Union and to allow them to make an offer of a competitive alternative. There is also a provision whereby the Union can grieve and arbitrate any dispute over subcontracting. The evidence shows that the Subcontracting Provision proposed for the bargaining unit here is the same as the one found in the Laborers' contract. In all respects, it appears to this fact-finder that the Subcontracting Provision is fair and reasonable to both parties. Therefore based upon internal comparisons, this fact-finder would recommend that the Subcontracting Provision proposed be included in the parties' Agreement.

RECOMMENDATION

It is the recommendation of this fact-finder that the proposed Subcontracting Provision be included in the Agreement as set forth in Attachment H.

ARTICLE VI

SUBCONTRACTING

The City shall have the right to privatize or subcontract services provided that sixty (60) calendar days prior to such action, the City shall meet and confer with the Union. At such meeting, the City will disclose the nature and costs of the subcontract. When the City's primary objective is to achieve financial economy, improved operating efficiency, and/or better quality of service, the Union shall have thirty (30) calendar days to make an offer of a competitive alternative. If that alternative yields financial savings, improved operating efficiency, and/or better quality of service genuinely equivalent to privatization or subcontracting, the City will accept the Union's alternative. The Union will have the right to grieve and arbitrate, pursuant to Article XXII, the issue of whether or not its offer meets the above criteria. Provided, however, the City will not implement any subcontracting proposal until the arbitration process has been completed.

In the event the Union cannot successfully compete with the subcontractor, the City will make its best efforts to retain affected employees. In the event the City cannot continue the employment of such affected employees, the City would submit the names of the affected employees to the subcontractor for consideration.

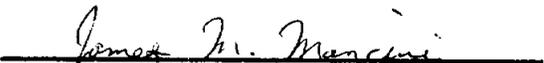
17. MISCELLANEOUS

This fact-finder would like to add that he has reviewed the various other provisions which were set forth in the tentative Agreement which were not specifically discussed in this report. This would include such provisions as Recognition, Union Security, Management by the City, Union Rights, Non-Discrimination, No Strike/No Lockout, Stewards and Union Representation, Seniority, Exercise of Seniority Right, as well as Safety Committee, Automobiles, Discipline, Grievance/Arbitration, Labor-Management Committee, and the Savings Clause. In all respects, these other proposed contractual provisions appear to be identical to those found in the Laborers' contract. Also for the most part, there are similar provisions found in the Firefighters' contract. Therefore based upon internal comparisons, this fact-finder would recommend the adoption of these other provisions which were previously set forth in the proposed tentative Agreement.

CONCLUSION

In conclusion, this fact-finder hereby submits his recommendations based upon the record before him. As previously discussed, the evidence overwhelming supports the conclusion that a reasonable basis was established for each of the contractual provisions found in the previously proposed tentative Agreement. For that reason, this fact-finder would recommend that the parties adopt in its entirety the terms set forth in the tentative agreement.

APRIL 24, 2001


JAMES M. MANCINI, FACT-FINDER