

State of Ohio
State Employment Relations Board

STATE EMPLOYMENT
RELATIONS BOARD

2003 JAN 21 A 10:31

In the Matter Between:

FRANKLIN TOWNSHIP TRUSTEES
TOWNSHIP ROAD DEPARTMENT

And

TEAMSTERS LOCAL # 348

FACT-FINDING REPORT
SERB CASE NO.
01-MED-08-0696

FACT-FINDER: Thomas L. Hewitt
SELECTION DATE: December 18, 2001
HEARING DATE: December 19, 2002
POST HEARING BRIEFS: December 31, 2002
Three (3) page limit
REPORT ISSUED: January 16, 2003

APPEARANCES

FOR THE TOWNSHIP

Harley M. Kastner, Attorney
Kastner, Westman & Wilkins, LLC.
Thomas Evan Green, Attorney
Susan Cooke, Township Clerk
Jeff Olson, Road Superintendent

FOR THE TEAMSTERS

Susan D. Jansen, Attorney
Logothetis, Pence & Doll
Gerard Colant, Business Representative
Brian Randles, Road Department

BACKGROUND

The fact-finder was appointed by the State Employment Relations Board in compliance with Ohio Revised Code Section 4117.14(C)(3) to hear Case 01-MED-08-0696 between Franklin Township Trustees and the Teamsters Local 348.

In an attempt to resolve the impasse in negotiations a fact finding hearing was held at the Manchester School District Administrative Offices located in Akron, Ohio on December 19, 2002. All witnesses were sworn and both parties had full and equal opportunities to make statements, present evidence, examine, and cross examine witnesses. Both parties filed post-hearing briefs by December 31, 2002 and a transcript was taken.

Long and rigorous negotiations were held in an attempt to reach a first agreement. As in all first agreements, neither side achieved all of their demands but it is a very good start for a new relationship. Both parties did not wish to pursue any further discussions, mediations, airing of positions or posturing but requested a speedy final resolution after a year and a day from fact-finder selection and more than a year and seven (7) months from certification of the bargaining unit on June 7, 2001. It is to be noted that studies have shown that fact-finding and arbitrated settlements do not significantly differ from negotiated settlements.

The fact-finder took into consideration all reliable information relevant to the submitted issues and makes recommendations based upon the following:

1. Past collectively bargained agreements, if any between parties;
2. Comparison of unresolved issues relative to the employees in the bargaining unit with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;

3. The interest and welfare of the public, and the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;
4. The lawful authority of the public employer;
5. Any stipulations of the parties; and
6. Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of issues submitted to mutually agreed-upon dispute settlement procedures in the public service or in private employment.

Therefore, to that end the following are findings of fact.

The parties are fully aware of the position of both sides and have pursued their position as fully as possible. Therefore the parties' positions are omitted.

FINDING

ISSUE 1 Call-in pay.

The employees called back in to work shall receive a minimum of three (3) hour's pay for the work for which they are called back. Call back time will be paid at one and one-half (1 ½) times the employee's rate of pay.

Rationale

This is a current benefit which otherwise would be terminated with the totality of agreement language or reduced by Township language.

FINDING

**ISSUE 2
Totality of Agreement**

The parties agree that all matters legally subject to collective bargaining have been fully covered, negotiated and incorporated into this collective bargaining agreement. No pre-existing policy, practice or procedure in existence prior to the execution of this Agreement will continue subsequent to the effective date of this Agreement unless set forth in writing and mutually agreed to by the parties.

Rationale

The purpose of a labor agreement is to define the terms and conditions of employment in an effort to create labor peace and an understanding by the parties as possible. To leave open other conditions of employment, general working conditions or practices subject to dispute without definition is against the purpose of the agreement and a possible cause of labor unrest during the life of the agreement.

FINDING

**ISSUE 3
Probationary Period/Seniority**

All new employee shall be considered probationary for a period of six (6) months and shall be employed by the Township for such time on a trial basis. During this period of time, the Township may transfer, lay off or discharge said employees as it finds necessary, without regard to the other provisions of this Agreement. Probationary employees will not be covered by the terms and conditions of this Agreement. At the expiration of the probationary period an employee shall be covered by the terms of this Agreement and placed on the Department seniority roster with seniority dating back to the original date of hire as a full-time department employee.

Rationale

Road Workers do not require the training or expertise and do not have the same responsibilities of police and fireman.

FINDING

**ISSUE 4
Paid Holidays**

Each full-time employee shall be entitled to eight (8) hours of holiday pay, at his regular base rate of pay, for each of the following designated holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
(2) Personal Days	

Rationale

The same as other Township employees.

FINDING

**ISSUE 5
Vacation**

Each full-time employee shall earn and be entitled to paid vacation in accordance with the following schedule:

<u>Length of Service</u>	<u>Entitled Vacation</u>
1 through 6 years	2 weeks / 80 hours
7 through 13 years	3 weeks / 120 hours
14 through 20 years	4 weeks / 160 hours
After 21 years	5 weeks / 200 hours

Rationale

Same as other Township units.

FINDING

**ISSUE 6
Duration/Effective Date**

This agreement remains in effect until midnight September 30, 2005 with wage retroactivity from January 1, 2002¹. The balance of the agreement becomes effective October 1, 2002 or as soon thereafter as practicable.

Rationale

In addition to other factors, all other Township employees received a three percent (3%) raise effective January 1, 2002.

FINDING

**ISSUE 7
Wages**

The following increases shall be paid during the life of this Agreement.

	<u>January 1, 2002</u>	<u>April 1, 2003</u>	<u>October 1, 2004</u>
Assistant Superintendent	\$.51	\$.60	\$.65
Work Leader	\$.52	\$.75	\$.70
Maintenance Worker	\$.52	\$.75	\$.70

For the duration of this Agreement, bargaining unit employee wage rates shall be as follows:

<u>January 1, 2002</u>	<u>April 1, 2003</u>	<u>October 1, 2004</u>
\$18.05	\$18.65	\$19.03
\$17.20	\$17.65	\$18.60
\$16.45	\$17.20	\$17.90

Newly hired bargaining unit employees may be hired at One Dollar (\$1.00) per hour below the Maintenance Worker rate and will receive an increase of Fifty Cents (\$.50) per hour upon completion of six (6) months employment and Fifty Cents (\$.50) per hour upon completion of twelve (12) months employment.

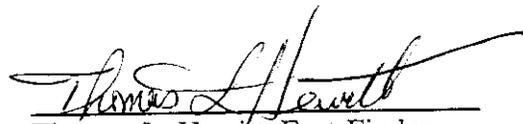
¹ No retroactivity on call-in pay, holidays, vacation or other benefits prior to the date of this Award

Rationale

In order to make the Assistant Superintendent compensation commensurate with that of a Working Foreman without the right to hire, fire, discipline or effectively recommend same as he stated he is not a supervisor under the statutes.

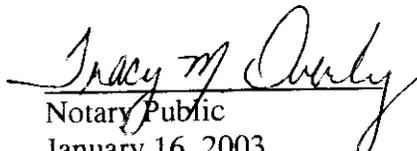
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All articles and issues submitted to fact-finding and not addressed in this fact-finding report are considered resolved and if not addressed in this report are denied, (specifically, payroll deductions and longevity). There shall be no other changes, additions, or modifications to the initial labor agreement except the matters already resolved by the parties. This report is all-inclusive.


Thomas L. Hewitt, Fact-Finder

Issued on the 16th day of January, 2003.

Sworn to and subscribed
Before me this 16th day of
January, 2003


Notary Public
January 16, 2003