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STATUTORY IMPASSE PROCEDURE  
OHIO STATE PUBLIC EMPLOYMENT RELATIONS BOARD  
FACTFINDING RECOMMENDATIONS

IMPASSE BETWEEN:

CITY OF EUCLID  
Department of Waste Water  
Treatment

-and-

CITY, COUNTY AND WASTE  
PAPER DRIVERS UNION  
Teamsters Local 244

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SERB Case No. 01 MED 09 0870

Decision Issued: October 23, 2003

Jonathan Dworkin, Factfinder

Representing the City  
Phyllis Vento, Law Director

Representing the Union  
Jarrell Williams, IBT Business Agent

The City of Euclid, Ohio (population about 52,000) consists of just over ten square miles on the northeast boundary of Cleveland. Though a significant number of people who live there work and earn their livings in Cleveland, it would be incorrect to diminish Euclid by characterizing it as just a "bedroom community." It is much more than that. While it does have large residential sections – streets with single and multiple family homes, condominiums, apartment buildings, high-rises, the City also has proved to be attractive for industrial and commercial development. Several nationally prominent corporations have made Euclid their homes and have enriched the City's tax base.

For more than a decade, and especially since congress enacted the North American Free Trade Agreement (NAFTA), employers that were once reliable sources for community revenues have been abandoning northern areas of the United States. Consequently populations have diminished and funding for government, schools, community services and projects have become less available. To their credit, the citizens of Euclid tried to meet the challenge by increasing their municipal income tax to 2.85 percent – one of the highest if not the highest tax rates in the State of Ohio. Nevertheless, this City's expenses continue to exceed its income. In 2001, the general fund was \$1,619,931 below what City Council had budgeted for the year.

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These economic realities are germane to three interest disputes between the City and the International Brotherhood of Teamsters, Local 244. The Local is the recognized bargaining agent for employees of the Waste Water Department, Parks & Recreation, Building & Housing Inspectors. Each Unit has its own Collective Bargaining Agreement; all expired December 31, 2001. A month earlier, November 30, 2001, the State Employment Relations Board (SERB) appointed Jonathan Dworkin to act as Factfinder and recommend settlements on unresolved issues. But the parties elected to continue negotiating without factfinding for another year and a half. The factfinding hearings finally opened July 10, 2003

(Waste Water Treatment), July 11, 2003 (Parks & Recreation) and July 22, 2003 (Building & Housing Inspectors). Afterwards, the Advocates took time for posthearing briefs.

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This is the first of the three factfinding decisions. It deals with the Labor Agreement between the City and its Waste Water Treatment Employees. There are thirty-eight members in the Unit. They will be covered by the new Agreement. Four of the issues that the negotiating teams have tried to settle over nearly two years of bargaining are still at impasse and have been presented to the Factfinder. They are:

- WAGES (Article 6): Euclid's high municipal income tax was not enough to intercept the dilemma of diminishing funds and rising cost of City services. Loss of industries, unemployment, population decrease, low interest rates, have all hurt the City's revenues. And on top of those problems, the State has notified all Ohio municipalities that it is going to freeze local government funding.

The ten bargaining units that negotiate with the City have been cognizant of the financial difficulties, and each showed itself willing to do its share. Most notably, all ten units agreed to a wage freeze for year 2002. Police and Fire employees deferred compensatory time to avoid layoffs; the one hundred forty non-union employees went without raises for

two years and, in fact, took a 6 percent decrease for July through December 2002.

Each Teamster Unit in factfinding has proposed wage increases for 2003-2005 which are designed to recoup what the employees gave up in 2002. Though the demand of the Waste Water Treatment Unit might seem extraordinary in today's economy – 4.5% + 4% + 4%, it comports with raises that the City granted other bargaining units. It also can be argued that it is no more than a reasonable make-whole remedy for the freeze in 2002.

The City disagrees. It counter offers a backloaded package of 2.5% for 2003, 3.5% for 2004, 4% for 2005.

A separate Union proposal under Article 6, Exhibit A concerns Maintenance Foremen – lead personnel who have special duties to setup and, to an extent, provide the work of other Bargaining Unit employees, many of whom are paid license premiums. In the interest of equity, the Union demands that Maintenance Foremen be paid \$3 per hour in addition to their regular wages for carrying out these quasi-supervisory duties. According to the Union, this raise will do no more than bring their wages in line with the proposed license premiums.

The City rejects this proposal as well.

- SHIFT AND LICENCE PREMIUM (Article 9): Under the previous Agreement, the City paid licensed employees (Plumbers, Electricians, Boiler Operators, Welders) hourly premiums for having licenses and additional

hourly premiums for working in their licensed positions. The at-work premiums increased modestly each year. Article 9, §§9.1(a), 9.2 and 9.3 of the 1999-2001 Agreement provided:

SECTION 9.2 LICENSE PREMIUM.

Employees who have obtained the following licenses shall receive the associated premium. Employees shall receive only the premium for the highest license obtained.

<u>License</u>	<u>Premium</u>
Class I	\$0.25 per hour
Class II	\$0.45 per hour
Class III	\$0.75 per hour

SECTION 9.3

Employees assigned to and actually working in the following positions shall receive the designated License Premium:

<u>Year 1999:</u>	
Plumber	\$0.35 per hour
Electrician	\$0.25 per hour
Boilerman	\$0.25 per hour
Welder	\$0.25 per hour

<u>Year 2000:</u>	
Plumber	\$0.40 per hour
Electrician	\$0.35 per hour
Boilerman	\$0.35 per hour
Welder	\$0.35 per hour

<u>Year 2001</u>	
Plumber	\$0.45 per hour
Electrician	\$0.45 per hour
Boilerman	\$0.45 per hour
Welder	\$0.45 per hour

The Union proposes major revisions, adding an annual stipend for everyone who holds a license, and significantly raising the hourly at-work premiums, paying an hourly premium for the first time to Lab Technicians. In addition, the Union seeks modification of §9.1 (a) which currently grants a shift premium of 35¢ per hour for people assigned 6:00 pm through 6:00 am. The request is to raise this amount to 75¢. The following is the Union's settlement offer:

**ARTICLE 9 - SHIFT AND SPECIAL LICENSE  
PREMIUM COMPENSATION**

**MODIFY:**     **SECTION 9.2 - LICENSE PREMIUM** Employees who have obtained the following license shall receive the associated premium. Employees shall receive only the premium for the highest license obtained.

**ADD:**                     The City shall pay for license as follows:

Class 1	\$250.00 per year
Class 2	\$325.00 per year
Class 3	\$500.00 per year

<u>License</u>	<u>Premium</u>
Class I	\$0.75 per hour
Class II	\$0.95 per hour
Class III	\$1.25 per hour

**ADD:**

Lab Licenses Class 1	\$0.20 per hour
Lab Licenses Class 2	\$0.25 per hour
Lab Licenses Class 3	\$0.30 per hour
Lab Licenses Class 4	\$0.40 per hour

**MODIFY:**     **SECTION 9.3** Employees assigned to and actually working in the following positions shall receive the designated License Premium.

Plumber	\$0.95 per hour
Electrician	\$0.95 per hour
Boilerman	\$0.95 per hour
Welder	\$0.95 per hour

**MODIFY:** SECTION 9.1 A The work week premium shall be increased from thirty five (.35) cent to seventy (.75) cents per hour.

The City rejects the proposal entirely. Its counteroffer is “No Increases.”

- LONGEVITY (Article 18): Eight years ago, in 1995-1996 negotiations, the Union consented to a staged elimination of longevity pay. The formula that existed then paid a bonus based on years of service;

Five Years or more	3.5% of Employee's base salary
Ten Years or more	5.0% of Employee's base salary
Fifteen Years or more	6.5% of Employee's base salary
Twenty Years or more	8.0% of Employee's base salary

The longevity cutoff affected only employees hired after December 31, 1996. All others were red-circle, and received the previous contractual benefit as if no change had occurred. This created a two-tiered wage system that led to dissatisfaction among employees for two reasons. First, there were instances where two individuals were performing the same job with relatively equal skills, but one was earning significantly more than the other. Second, safety forces (Police and Fire) still receive longevity pay. They never agreed to give up the allowance if, indeed, the City ever tried to induce them to do so.

The language at issue is Article 18, Section 18.2, which provides: “All employees hired after December 31, 1996 shall not be eligible for longevity pay and shall not be entitled to longevity pay based on prior governmental service.” The Union proposes removing this section from the Agreement and returning to the original longevity-pay formula.

The City does not entirely reject the concept that a tight two-tier system is bad for morale and as detrimental to its own interests as to the Union’s. It does not wish to return to the old system, believes it cannot afford to do so, but counteroffers a continuous-service-payment provision with the following features: 1) Payments shall begin December 31, 2004 for those ineligible for longevity. 2) Longevity ineligible employees with five or more years’ continuous service shall receive a stipend of \$200 per year. 3) At 10 years’ continuous service the yearly stipend shall be raised to \$250. 4) When a longevity ineligible employee reaches 15 years’ of employment, his/her stipend shall be raised to \$300. 5) At 20 years’ employment such employee shall receive the maximum annual payment of \$350.

The City is not offering continuous-service-payments without asking the Union for a give-back. Its proposal includes a provision capping red-circled longevity payments at \$7,500. There is no employee in this Unit who will reach this maximum anytime soon.

- HEALTH BENEFITS (Article 19): This is an Employer proposal to redistribute the cost of medical insurance. Euclid employees have enjoyed very good health coverage for which they have paid little compared to employees of most other municipalities in Northern Ohio. Notably, Section 19.3,

Subsection 2 of the last Agreement required them to contribute \$10 per month for single coverage, \$20 per month for family coverage. But Section 19.4 rescinded this provision the life of the 1999-2001 Agreement. It stated:

The employee contribution of Ten Dollars per month (\$10.00/month) for individual coverage and Twenty Dollars per month (\$20.00/month) for family coverage described in Section 19.3 of this Article shall be waived for the life of this agreement.

Aside from the waived premium contributions, the main features of the current health-care benefits are:

SECTION 19.3

Effective January 1, 1999 the following deductibles and co-payments will be implemented.

1. One Hundred Fifty Dollar (\$150.00) annual deductible for individual coverage and a Two Hundred Fifty Dollar (\$250.00) deductible for family coverage. Thereafter, the Employer will pay ninety percent (90%) of all claims and employees will pay ten percent (10%) of all claims up to a maximum annual out-of-pocket expense for employees of One Hundred Twenty Five Dollars (\$125.00) for individual coverage and One Hundred Eighty Five Dollars (\$185.00) for family coverage. The Employer will pay one hundred percent (100%) of prescription costs for generic drugs. The Employee will pay Twelve Dollars (\$12.00) for each name-brand prescription, except the employee will pay Two Dollars (\$2.00) for name-brand prescriptions if generic drugs are not manufactured.

Effective January 1, 2000, and continuing for the life of this Agreement, the following deductibles will be implemented:

1. Two Hundred Dollar (\$200.00) annual deductible for individual coverage and a Three Hundred Dollar (\$300.00) deductible for family coverage. Co-pay will be eliminated. The Employer will pay one hundred percent (100%) of prescription cost for generic drugs. The Employee will pay Twelve Dollars (\$12.00) for each name-brand prescription, except the employee will pay Two Dollars (\$2.00) for name-brand prescriptions if generic drugs are not manufactured.

SECTION 19.5

The self-insured PPO plan shall provide for the Employer's payment of all costs incurred for any necessary and reasonable medical and hospital treatment of injuries and illnesses sustained or experienced by dependent children of bargaining unit employees, who attend colleges and universities located outside a 100-mile radius of the City of Euclid.

SECTION 19.6

Each full-time employee of the bargaining unit shall have the option of participating in a group dental plan, on either an individual or family basis. The Employer shall be solely liable for the payments of the premiums necessary to provide either individual or family coverage for the employees of the bargaining unit, subject to the employees being solely liable for the payment of any deductibles or co-payments, required under the plan.

SECTION 19.7

Each full-time bargaining unit employee shall have the option of participating in a group vision care plan, on either an individual or family basis. The Employer shall be solely liable for the payment of the premiums necessary to provide either individual or family coverage for employees of the bargaining unit, subject to the employees being solely liable for the payment of any deductibles or co-payments required under the plan.

The Employer proposes changes, beginning 2003, which will require employees to share more of the health-care costs. They are:

2003, 2004, 2005:

\$10 copay per office visit  
\$50 copay per ER visit (waived if admitted)  
Prescription copay, \$0 generic, \$12 formulary, \$20 name-brand.

2004, 2005:

Employee (premium) contribution - \$15 per month single,  
\$30 per month family.

The Union is intent on retaining its health insurance plan as is, and urges the Factfinder to recommend no change.

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## DECISIONAL GUIDELINES

OHIO REVISED CODE §4117.14(G)(7) and SERB Rule 4117-09-05(I) require conciliators (interest arbitrators) to apply well defined points of reference to their decision making. Though the code is not specific on the point, it has been recognized since the Ohio Public Employment Collective Bargaining Act first came into existence that the same criteria apply to factfinders. They are:

a) Past collectively bargained agreements, if any, between the parties;

(b) Comparison of the issues submitted to final offer settlement 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 interests 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.

The Factfinder examined these standards to the extent that the Advocates used them to argue their positions. Some had little material value to the dispute while others were more decisive. Two arguments predominated. One is Euclid's claim that it lacks the economic ability to finance the Union's demands. This must be considered under subsection (c) of the statute -- "The interests 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."

Second is parity. It relates roughly, but not exactly, to subsection (b) – “Comparison of the issues submitted to final offer settlement 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.” The parity arguments here differ from those the Factfinder is accustomed to seeing in other disputes of this kind. Neither party presented evidence on wages and benefits of waste water treatment employees in other municipalities. Consequently, the Factfinder has no idea on how they compare. Instead, the Advocates focused on internal parity. The Union demanded the same wage raises as Euclid had granted to its safety forces; the City wanted it to accept the lower raises that had been negotiated with one of its other service unions – the American Federation of State, County and Municipal Employees (AFSCME).

There is one parity issue that may need special remedial language. It was fairly obvious to everyone at the table that these employees would not be able to keep their cost-free medical care. All other Euclid unions that already settled their labor contracts, including safety units, accepted the health-care program that the City proposed here. There is evidence, however, that Police and Firefighters have not been charged their 2003 copays or insurance premiums. That may or may not

be true, but it is easily resolved by adding a “me-too” provision in this Agreement – language relieving these employees of added health cost unless and until all other employees are subjected to equal treatment.

### EVALUATION OF POSITIONS; THE FACTFINDER'S DECISIONS

1. ECONOMICS: Whatever problems plague this City's general fund, they have no direct bearing on the cost of wages and benefits for the thirty-eight members of this Unit. The City's Waste Water Treatment Department serves a consortium of several municipalities. Each contributes to the enterprise fund, segregated from the general fund, and the sole source of Waste Water employee compensation. The enterprise fund is front-loaded. It decreases annually over a five-year period, after which the member communities make new payments. If projected costs rise, their contributions rise.

Of course, Euclid has an obligation to make accountings to their client municipalities for cost increases and cannot act irresponsibly in its negotiations with this Unit. All that being said, however, the City was compelled to agree with the Union's bottom line – that the enterprise fund is in good shape and can afford most of the Bargaining Unit's economic demands.

2. INTERNAL PARITY: I began hearing public-sector disputes in 1971, when agreements were voluntary – thirteen years before they became lawful. Two

leading Ohio arbitrators were active in the field about the same time, Harry Graham and the late John Drotning. We three argued publically and privately concerning the influence of internal parity. My position was that each public bargaining unit had a right and obligation to act independently – to achieve the best terms it could for its members regardless of what other units might have settled for. I did not believe in “lighthouses” – units that set the pattern others mechanically followed. I viewed that as a repudiation of union leadership obligations.

Though my philosophy has remained fairly consistent throughout the last thirty-two years, it has been tempered by practicality and reality. The City of Euclid, for example cannot afford to make separate, unequal deals with each of its ten bargaining units unless it is willing to risk dissension, unrest, and labor trouble. So internal parity is crucial both to the unions and the City. But this year, the concept has been broken and laid waste,

Euclid Police were the first to settle. The City offered them the same wage increments it has offered here – 0% + 2.5% + 3.5% + 4%. The Fraternal Order of Police (FOP) turned the offer down. The impasse went first to factfinding, then to binding conciliation. The outcome was 0% + 4.5% + 4% + 4%. The International Association of Fire Fighters (IAFF) received the same wage increases in factfinding. The City chose not to advance the issue to conciliation; it accepted the factfinding recommendation.

This seemed to set a pattern until AFSCME accepted the City's offer of 0% + 2.5% + 3.5% + 4%. Now, the City seeks parity between this Unit and AFSCME, while the Teamsters contend it deserves parity with the FOP and IAFF. The plain truth is that there is no parity, no lighthouse for guidance. It could be argued that the jobs of Police and Firefighters are markedly different from those of service employees and, while it might be true that they merit higher wages, it does not follow that they are necessarily entitled to higher **percentage** increases. Those kinds of increments enrich the higher-paid employees while holding down the pay of those whose base wages are less.

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**WAGES:** The FOP was successful in achieving a high wage settlement from a conciliator because its advocate furnished evidence establishing that Euclid Police were vastly underpaid compared to Police Officers in similar communities. No such evidence was submitted here. The Factfinder has been left totally ignorant of what these employees may be entitled to under subsection (b) of OHIO REV. CODE §4117.14(G)(7). He does not know how their wages stand relative "to other public and private employees doing comparable work." After three days of hearings (covering three Units), he knows only that the employees accepted a wage freeze for 2002, the City's safety units obtained higher increases than its AFSCME unit and that destroyed internal parity for this contractual term, and the

enterprise fund has the ability to finance the Waste Water Treatment wage demands.

Ability to pay is only one item to be considered. Far more important in this Factfinder's judgment is the worth of a job in the public-sector marketplace, and that can be assessed only by looking at external comparisons. There are none here for him to look at.

The Factfinder does know that inflation exists, and that these employees will have to take a more expensive health-care plan after a wage freeze last year. In his opinion, the AFSCME pattern is too low to accommodate for the reductions that were and will be incurred. He finds himself unbound by the inconsistent "patterns" established by AFSCME, the FOP, and the IAFF. That means he is free to premise his wage recommendation on what he believes to be fair, equitable, and in keeping with the City's ability to pay. The recommendation for raises will be 3½ percent retroactive to January 1, 2003; 4 percent on January 1, 2004, 4 percent on January 1, 2005.

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**MAINTENANCE FOREMAN:** The Maintenance Foreman is a lead person whose job presumably includes scheduling, assigning, and approving work. While not actually a supervisor, s/he performs in a quasi-supervisory capacity. Under the last Agreement, the Maintenance Foreman earned \$19.24 per hour – 95¢ less

than a Certified Plumber, 76¢ less than a Plumber, \$1.84 less than an Electrician I, 76¢ less than an Electrician II. The Union contends that the responsibilities of the job merit slotting the position \$3.00 higher, making it the highest paid job in the Unit.

The Factfinder agrees with the Union in part, but has not been given information on whether the Maintenance Foreman needs to have the skills and training of those who are paid more. The unanswered question is why the position was slotted where it is in the first place. However, the City offered no explanation to rebut the Union's demand.

Similarly, the Union's demand is not supported by rationale other than that the Maintenance Foreman is required to carry out lead responsibilities that have supervisory overtones. This unrefuted fact persuades the Factfinder to recommend that retroactive to January 1, 2003 and thereafter, the wage of the Maintenance Foreman be raised \$1.90 **before** the 2003 general pay increments are added.

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**SHIFT PREMIUM:** The Factfinder exaggerated a bit when he said that parity had been abolished for this contractual term because of the difference between the wage settlements accepted by AFSCME and those granted to the safety forces. Parity still exists as to other issues, and for the sake of the City and

its employees, it ought to be preserved to the extent feasible. Shift premium is one area where parity ought to rule. In Section 9.1(a) of the last Agreement, Waste Water Treatment employees received 35¢ per hour for working assigned shifts between the hours 6pm and 6am. The Union demands an increase to 75¢, and the City proposes that there should be no increase. The Factfinder is persuaded by what was negotiated in the new AFSCME Agreement, Article 20, Section 1: “The City shall pay a shift premium of sixty-five cents (\$.65) per hour for all hours worked during the second and third shifts, except in the case of Night Watchman.” No reason was given why these employees are not entitled to the same advantage, and the Factfinder can think of none. Therefore, the recommendation will be to increase the shift premium in Article 9, Section 9.1(a) from 35¢ to 65¢.

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Although the evidence establishes that licensed employees incur significant expense to achieve their licenses, the Factfinder agrees with the City that the annual bonuses the Union demands are not warranted. He finds that the hourly wage premiums are sufficient compensation. He notes that Article 34 of the AFSCME Agreement requires the Employer to reimburse Plumbers their license fees, and believes that something similar ought to be included in Agreements between these parties for all licensed employees. However, neither the City nor the Union has proposed language to do that, and the Factfinder does not know

how the AFSCME provision works – what the City actually pays. Accordingly he finds it to be beyond his legitimate jurisdiction to recommend something that the parties apparently did not contemplate and never argued. The best course, in his judgement, is simply to reject the Union's annual bonuses and leave the issue for future bargaining.

The rest of the Union's position on Sections 9.2 and 9.3 is to increase existing premiums and to add a modest premium for lab technicians. As stated earlier, hourly at-work premiums for licensed employees have risen slightly each year and there is no reason that they should not continue to rise during the term of this Agreement.

The Union's request for Class I, Class II, and Class III license premiums is plainly higher than should be recommended and was probably proposed in the expectation that the Factfinder would choose something between those proposals and the City's rejections of them without counter offers. The recommendation will be to raise the premium on each class 15¢ for the term of this Agreement.

Another Union proposal is to add a license premium for Lab Technicians. City testimony was that technicians do not have to be licensed, but it is helpful if they are. The amounts requested by the Union for this Classification are plainly reasonable and will be recommended.

Section 9.3 is the premium for licensed Plumbers, Electricians, Boilermen, and Welders actually working in their licensed positions. From 1999 through 2001

those premiums have risen annually 5¢ to 10¢ per hour. The Union's request, if granted, would more than double them – from 45¢ currently to 95¢. The Factfinder regards this settlement offer as unduly steep . His recommendation will be to raise each of the premiums 10¢ per year during the remaining term of the new Agreement.

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**LONGEVITY:** The Factfinder believes he is knowledgeable on how unions and employers negotiate. Although he received no evidence on why the Union gave up longevity and agreed to the two-tiered system when it bargained in 1995-1996, he is fairly certain that it received something of value in return. Bargaining Units do not negotiate away wage advantages without obtaining compensatory benefits.

The Union has offered no compelling reason for its request to remove Section 18.2 from the Agreement. But the City has offered a reasonable alternative in its continuous-service proposal. Though the proposal is not overly generous and does not make younger employees even with those who were red-circled, it is a start – a foot in the door. AFSCME accepted it and undoubtedly recognized that it would have the opportunity to negotiate higher continuous service premiums in the future. The Factfinder is of the opinion that this Union should do the same and will recommend the City's position.

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**HEALTH CARE:** There is no need to burden this decision with a prolonged, instructional analysis of the spiraling price of health care. Every conscious individual in our society knows about the problem, and union-management people are especially aware of it. For at least the last twenty years, bargaining units in both the public and private employment sectors have been increasingly compelled to take reduced benefits and, as costs continued upwards, represented employees had no choice but to take on a share of them. Until now, Euclid has continued to provide its employees with practically free health benefits, including vision and dental coverages. In that regard, it has stood apart from neighboring municipalities – at least the Union furnished no comparable data to the contrary.

The City's proposal is more than fair. Though it calls for deductibles and contributions toward premiums, the amounts requested are low. Employee costs are contractually capped; the City's are not. By comparison, other employer proposals that the Factfinder has considered in the past seem draconian.

This is the one area where the need for parity is basic. The City's program went into the FOP contract through the conciliation award. The IAFF then accepted it and so did AFSCME. In the Factfinder's judgment, this Union cannot avoid the inevitable. It's demand to continue insulating its membership against

health-care costs is unrealistic under existing circumstances. The City's proposal will be recommended, but a "me-too" clause will be added to the recommendation.

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**UNIFORM ALLOWANCE:** This benefit, which is set forth in Article 22 of the Agreement, has not been mentioned previously in the decision because, before the parties met for factfinding, the City accepted the Union's demand. It agreed to increase the annual clothing and clothing maintenance allowance from \$400 to \$700. So, the issue was not on the table for Waste Water Treatment factfinding. But the City's agreement applied only to this Unit and, as will be seen in the two subsequent decisions (Parks and Recreation, Building and Housing), it has declined to make the same accommodation for its other Local 244 employees. This has caused an impasse in the other Unit negotiations where the Union demands equalization.

As a preface to addressing those impasses, the Factfinder believes it is appropriate to recommend here what the City already granted.

### **FACTFINDING RECOMMENDATIONS**

The following are the factfinding recommendations on impasse items for the 2002-2005 Collective Bargaining Agreement between the City of Euclid, Ohio and the Waste Water Treatment Unit represented by the City, County and Waste

Paper Drivers Union, Teamsters Local 244. The parties are reminded that they have the right to renegotiate, alter and amend any of these recommendations by mutual agreement.

**ARTICLE 6 - COMPENSATION PLAN**

SECTION 6.7

Employees of the bargaining unit shall receive the following scheduled rate increases:

Effective January 1, 2002	0%
Retroactive to January 1, 2003	3.5%
Effective January 1, 2004	4%
Effective January 1, 2005	4%

EXHIBIT A

The following schedule shall describe the wage rates paid to each designated position:

. . . .

Maintenance Foreman	\$21.14	(This rate is in addition to the general wage raise effective January 1, 2003)
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**ARTICLE 9 - SHIFT AND SPECIAL LICENSE PREMIUM COMPENSATION**

SECTION 9.1 (A)

Increase shift premium to 65¢ per hour for assigned hours worked between 6pm and 6am, commencing January 1, 2003.

SECTION 9.2 LICENSE PREMIUM

The Factfinder recommends *against* the Union's request for license bonuses in addition to hourly premiums.

Amend Section 9.2, commencing January 1, 2003, as follows:

<u>License</u>	<u>Premium</u>
Class I	\$0.40 per hour
Class II	\$0.60 per hour
Class III	\$0.90 per hour

ADD:

Lab Licenses Class 1	\$0.20 per hour
Lab Licenses Class 2	\$0.25 per hour
Lab Licenses Class 3	\$0.30 per hour
Lab Licenses Class 4	\$0.40 per hour

SECTION 9.3

Employees assigned to and actually working in the following positions shall receive the designated License Premium:

<u>Year 2003</u>	
Plumber	\$0.55 per hour
Electrician	\$0.55 per hour
Boilerman	\$0.55 per hour
Welder	\$0.55 per hour

<u>Year 2004</u>	
Plumber	\$0.65 per hour
Electrician	\$0.65 per hour
Boilerman	\$0.65 per hour
Welder	\$0.65 per hour

<u>Year 2005</u>	
Plumber	\$0.75 per hour
Electrician	\$0.75 per hour
Boilerman	\$0.75 per hour
Welder	\$0.75 per hour

#### **ARTICLE 18 - LONGEVITY PAY**

The Factfinder recommends against the Union's request to delete Section 18.2 from the Agreement. That provision should be carried forward, but the City's counter offer is recommended for the next Agreement. That means that employees who are not red-circled under Section 18.2 will receive continuous-service bonuses. It also means that longevity pay for eligible employees will be capped at \$7,500.

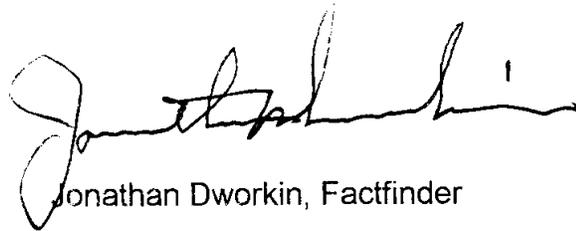
#### **ARTICLE 19 - HEALTH BENEFITS**

The Factfinder recommends adoption of the City's proposal. Added to this recommendation, however, is that no employee of this Unit will be charged for or required to pay co-payments or premiums shares unless and until employees of every other city's bargaining unit are required to make such payments.

**ARTICLE 21 - UNIFORMS**

The City's agreement to increase the uniform and clothing allowance for this Unit to \$700 for the life of the new Agreement is recommended.

These factfinding recommendations were issued at Lorain County, Ohio, October 22, 2003. True, individually signed copies were sent this day by United States Express Next-Day mail to Jarrell B. Williams, President, Teamsters Local Union 244, Representative of the Waste Water Treatment Department Employees of the City, County, and Waste Water Drivers Union, 2800 Euclid Avenue, P.O. Box 5247, Cleveland, Ohio 44101-0247 and to Phyllis Vento, Director of Law, City of Euclid, 585 East 222<sup>nd</sup> Street, Euclid, Ohio 44123-2099. A copy also was sent by regular US mail to SERB.



Jonathan Dworkin, Factfinder