

SERB, was to April 12, 2002, principally because the fact finding hearing did not take place until March 26, 2002.

The City of Louisville is a Municipal Corporation operating under a City Charter per the home rule provisions of the Ohio Constitution, Article XVIII, Section 7. Louisville is located in Stark County in the northeast quadrant of the state. The OPBA Bargaining Units were certified on October 8, 1987 (Dispatchers) and on June 6, 1984 (Patrol Officers).

The Parties met for purposes of collective bargaining four (4) times, the latter being on February 4, 2002. The Parties made substantial progress during negotiations. The negotiations reached impasse solely on the issue of defining a "me, too" provision which the OPBA felt was necessary to insure that while its increases were guaranteed for three (3) years, it did not want to fall behind should the City give greater increases to the non-union employees.

Because resolving this issue would have most likely resulted in the Parties mutually agreeing to successor Agreements, the undersigned, with permission of the Parties, engaged in an effort to find a definition which would recognize each Party's concerns. While the Parties were candid in expressing their concerns, neither Party was able to bridge the gap in defining "me, too."

Thereafter, the undersigned conducted a fact finding hearing. It is important to note that each bargaining unit's Agreement tracked the other's, Article by Article. Except for a few sections which in the main pertained to the nature of the work performed, background and

wages, the Agreements were for all intents and purposes identical. The Parties, except for these few matters, bargained with each other as if there was but one Agreement.

The Union proposed a number of modifications, enhancements and additions to the Agreements in an effort to maintain its position relative to other bargaining units in the area. The City proposed a number a modifications and clarifications to the Agreements.

Underlying these negotiations was the position of the City that while it wanted to be fair and recognize the satisfactory or better work the employees performed, it must be cautious in these times citing the loss of employment or worse at Ohio Transformer, J&L Specialty and H-P Products, which decreased its tax base for the foreseeable future. In the last year cited its revenue from this source was decreased by more than \$133,000. Further, the City noted that it had cut corners by doing away with part-time help and reduced purchases and denied all requests for capital improvements, as well.

In addition, when the City hired non-bargaining unit replacements, it hired these replacements at a lower salary. If the replacement worked out, and at the end of the replacement's probationary period, the employee received a healthy increase, thus saving money in the short run.

The one area that the City has not reduced coverage is health care, a negotiable issue, even though it is faced with double digit increases, because it did not want the bargaining unit employees to have less coverage that the non-unit employees. This position, it

argued, must be recognized by the Union since the City pays 100% of its employee's health insurance premiums.

The Union was frankly nonplused when it had a chance to review the City's wage and salary increases to the non Union employees. It does not believe that there is an "honest" budget problem because it notes that a number of employees had received increases of more than 3% and that the City, violated the intent of the "me, too" provision the Union had sought.

The undersigned carefully reviewed the exhibits provided by the Parties and considered the testimony offered. The undersigned recognizes that the City has less money available in the short run that it has had in the past. Tax revenue is down and potentially will not recover in the short run. He notes that the salary structure of the non Union employees is somewhat different that the bargaining unit employees. If one were to remove the management employees and the exempt Secretary, as well as the increases that were provided to non Union employees at the end of their probationary period, the resulting figure would be substantially less than it was perceived by the Union.

Both Parties proposed useful changes in the Agreements. After carefully considering all the factors he is required to consider under O.R.C. Section 4117-9-05(J), (K) and (K)(1)-(6) citing in Sub-section (K) Section 4117.14 (C)(4)(e) and then the factors to be considered set forth in Sub-Section 4117.14 (G)(7)(a) to (f), the undersigned notes that if there is a recommendation of "No Change" it is because the Parties tacitly agreed to such position or that he was

not persuaded that the change was appropriate at this time.

The following recommendations are issued in three (3) parts: Part I which relates to both the Patrolmen's and the Dispatchers Agreements; Part II which relates only to items to be modified in the Patrol Officer's Agreement; and Part III which relates only to items to be modified in the Dispatcher's Agreement.

These recommendations will be made without extended discussion since the overall reasons for the positions of the Parties was specified above. In all cases, the recommendations will be in ascending order by existing Articles.

I. BOTH COLLECTIVE BARGAINING AGREEMENTS (01-MED-10-0971 & 0972)

Article 7 - Employee Rights

Section 4. No Change

Article 19 - Work Schedules

No Change

Article 20 - Duty Hours

Section 2 shall read as follows: "For the purposes of administering overtime, an employee must actually work or be on authorized paid leave, with the exception of sick leave, in excess of regularly scheduled services (forty (40) hours in any work week and, beginning January 1, 2004, over eight (8) hours in any work day) in order to be allowed and paid extra compensation. There shall be no pyramiding of overtime."

Section 3. Replace "two (2)" with "three (3)."

Article 21 - Pension Pickup

No Change

Article 23 - Vacations

Section 1 shall be revised to read as follows: "Each full-time employee shall earn and be entitled to paid vacation in accordance with the following schedule which shall not provide less vacation time than

the vacation schedule set forth in the 1999-2001 Collective Bargaining Agreement:

<u>Length of Service</u>	<u>Annual Hours</u>	<u>Bi-Weekly Accrual Rate</u>
After 1 year through 4 years	80	3.08 hours
After 5 years through 12 years	120	4.62 hours
After 13 years through 20 years	180	6.16 hours
After 21 years	200	7.70 hours

After 21 years of service, employees shall earn eight (8) hours of vacation for each additional year of service, up to a maximum of an additional forty (40) hours of vacation."

The existing Section 2 shall be deleted and replaced with:

"a. A full-time employee is not entitled to take vacation time until the completion of the employees first year of service. An employee upon completion of the employees first of service, be credited with eighty (80) hours of vacation and then will accrue vacation time at the rate of 3.08 hours each pay period during the period covered by this Agreement" and

"b. "If separation of service occurs (i) prior to the employee's first year anniversary or (ii) or for employees who continue to work after their first year anniversary, the employee will be paid a *pro rata* share of the amount of vacation hours the employee would have earned had the employee reached the employee's anniversary date."

Article 24 - Sick Leave

Section 11. No Change

Article 25 - Personal Leave

Section 1. No Change

Article 29 - Compensation

Section 1. On January 1 of each year the salary chart shall be increased by 3.0% in 2002, 3.15% in 2003, and by 3.25% in 2004, all on the then existing base.

Section 2. Wherever the year "1999" appears it shall be replaced by "2002."

Article 30 - Shift Differential

Section 1. Effective January 1, 2003, the afternoon and midnight shift differentials each shall be increased five cents (\$.05) per hour.

Article 33 - Uniform Allowance

Section 2 shall be modified by increasing the uniform allowance by seventy-five dollars (\$75), beginning January 1, 2003.

Article 34 - Insurance

Section 2 shall be modified by increasing the face value of the term life insurance by twenty thousand dollars (\$20,000) to thirty-five thousand dollars (\$35,000), beginning with the date the Agreement is approved and ratified.

Article 36 - Layoffs

A new Section 3 shall be added and read: "Any full-time employee and the Union shall be entitled to a minimum of thirty (30) days notice of any employee layoff."

Article 37 - Military Duty

This Article shall be deleted in its entirety and replaced with the follow: "An employee who is called to duty when in an Armed Forces reserve unit or military service in the Armed Forces, shall be compensated by the City in accordance with O.R.C. 5923.05 and applicable federal law, in a manner not inconsistent with Article 17 (Conformity to Law), Section 2 and, where appropriate, promptly renegotiated pursuant to Article 39 (Savings Clause)."

Article 40 - Duration

Section 1. The duration of this Agreement shall be for three (3) years: from January 1, 2002 to December 31, 2004.

II. PATROLMEN'S COLLECTIVE BARGAINING AGREEMENT (01-MED-10-0972)

Article 29 - Compensation

A new Section 3 shall be added and read: "Whenever there is no higher ranking officer on duty, the senior Patrolman on duty shall receive officer in charge (O.I.C.) pay for each hour worked. O.I.C. pay shall be the then current per hour shift differential of the midnight shift set forth in Article 30, Section 1."

Article 32 - Education and Other Pays

Section 1 shall be modified by increasing the "additional pay" by one hundred dollars (\$100), to read eight hundred fifty dollars (\$850).

Section 2 shall be modified by replacing "1999" with "2002" and

replacing "\$750" with "\$850".

III. DISPATCHER'S COLLECTIVE BARGAINING AGREEMENT (01-MED-10-0971)

Article 29 - Compensation

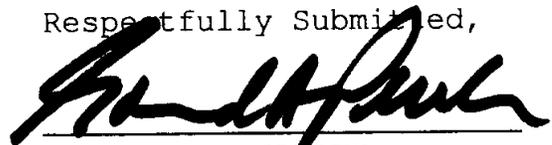
Section 1. Whenever the words "Communications Supervisor" appear, they shall be deleted.

A new Section 3 shall be added and read: "The Sr. Dispatcher shall be paid fifty cents (\$.50) per hour for performing additional duties and/or duties assigned from time to time by the Police Chief."

Summary Recommendations

All recommendations set forth above in Parts I. through III. shall be effective January 1, 2002, unless otherwise noted therein. Furthermore, the Parties are to correct obvious errors, delete provisions that no longer apply, and replace existing years in the old Agreements with the appropriate years for the new Agreements. In all other respects, and for the duration of the successor Agreements, the current language shall be maintained.

Respectfully Submitted,



EDWARD A. PERELES
Fact Finder

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from Philadelphia, PA