

2002 NOV 25 A 10:30

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

CITY OF MENTOR)	CASE NO. 01-MED-12-1103
)	
)	
AND)	
)	
)	<u>FINDINGS</u>
)	AND
MUNICIPAL FOREMEN AND)	<u>RECOMMENDATIONS</u>
LABORERS' UNION, LOCAL 1099)	

JAMES M. MANCINI, FACT-FINDER

APPEARANCES:

FOR THE UNION

**Paul M. Wells, Jr.
Union Business Manager**

FOR THE CITY

**Michael J. Angelo
Attorney at Law**

RECOMMENDATIONS

<u>Art/Sec</u>	<u>Proposed by</u>	<u>Response</u>
II/2.3	City	As proposed <i>withdrawn</i>
XIV/14.4	Union	Current language
XIV/14.5	City	Modify as follows:
Par. 1	Delete <i>current lang</i>	
Par. 2	Delete "transferred into another division" and insert "assigned to another position" <i>current lang</i>	
Par. 3	Delete date; increase amounts to \$.65/\$1.15/\$1.65	
Par. 4	Delete <i>current lang</i>	
Par. 5	Delete <i>current lang</i>	
XV/15.1 (a,b,c)		Wage increase: 3.25%/3.50%/3.75%, effective <i>4/8/02</i> upon execution (include City's proposed language at #25)
		Wage inequities proposal rejected.
XV/15.3	Union	Current language
XVI/16.1	Union	Current language
XVI/new	Union	Asphalt handling Rejected
XVI/16.2	City	See Attached
XVI/16.3(c)	City	Withdrawn
XVI/16.3(h)	City	Delete
XVI/16.4(b)	Union	See Attached

XVI/16.5 Union Current Language, except delete
 "...with either 24 hours notice, or if charged to WAN ..."
 and increase comp cap to 120

XVIII/18.1 Union Effective upon execution:

<u>Years of Service</u>	<u>Annual Longevity</u>
5	350
6	450
7	550
8	700
9	850
10	950
11	1050
12	1150
13	1250
14	1300
15	1400
16	1500
17	1600
18	1700
19	1800

XIX/19.2(a) City Withdrawn

XIX/19.2(b) Union Current language

XIX/19.2(c) Union 1/3 of accrued sick leave not to exceed 85 days

XIX/19.4(b) City Withdrawn

XX/20.1(a) Union Current language
 20.3 (new) Effective January 1, 2004, an
 employee with twenty (20) or more
 years of service to the City of
 Mentor will be permitted to
 accumulate up to eight (8) weeks of
 vacation for cash out purposes at the
 time of retirement.

XXI/21.1(a) Union (Patriot's Day/MLK) add Martin Luther King Day
 Union (Floating Holiday) Current language

XXV/25.1(a) City As Proposed

- (b) City As Proposed
- (c) City As Proposed; City will raise Dental and Orthodontia to \$1000.00/year each effective Jan. 2003

- XXV/25.3 City/Union 2002 - \$25/\$15
Effective January 2003
95% Employer, 5% Employee or the following cap, whichever is less:

2003 - \$40/\$25
2004 - \$50/\$30

- XXVI/26.1 City As Proposed; however. An employee may use vacation in lieu of Sick Leave to avoid the cap

- XXVII/27.2 City Delete "such" in last sentence

- XXVII/27.4 City/Union As Proposed by City, effective January 2003

- ~~New Article~~ ^{27.2} City Modify to read: "No employee shall engage in outside employment which subjects the City to public criticism or embarrassment, or impairs the employee's ability to properly perform his duties."

- Letter of Understanding Rejected

Union #15 When a bargaining unit employee is assigned to fill the position in the absence of a non-bargaining unit supervisor, such employee shall receive an additional \$3.50 per hour for each hour actually worked in such non-bargaining unit supervisory position.

Any proposal of either party not specifically referenced herein, shall be deemed to be rejected or withdrawn.

Section 16.2 No employee shall be eligible to work more than sixteen (16) consecutive clock hours. Upon completion of sixteen (16) consecutive clock hours at work, an employee shall be ineligible for any additional hours until the completion of a mandatory four (4) hour rest period. The rest period may be extended to a maximum of eight (8) hours at the option of the employee.

Upon completion of the rest period, the employee shall report back to his regularly scheduled shift, or may elect to return for additional overtime duty as appropriate. If pursuant to this section, an employee is off for a portion of his regular shift, such employee will receive sick leave (WAN) for that portion of the shift which is the mandatory rest period.

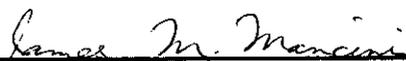
WAN time shall be added to the employees accrued sick leave at the time of retirement, but shall have no cash value. WAN time can only be used to increase the number of hours to be paid out at retirement, which shall not be more than the actual accrued sick leave, excluding WAN.

Section 16.4(b) The Employer shall not be required to call employees on personal sick leave, funeral leave, or injury leave until after that employee reports for the next regularly scheduled shift, except between October 1 and March 31 a callout may be made to report to work effective 11:30 p.m. that day. Employees on all other approved leaves, while in pay status, shall be eligible for overtime.

CONCLUSION

In conclusion, this fact-finder hereby submits the above referred to recommendations on the outstanding issues presented to him for his consideration. This fact-finder further recommends that all previous tentative agreements reached by the parties be incorporated into their new Collective Bargaining Agreement.

NOVEMBER 13, 2002


JAMES M. MANCINI, FACT-FINDER