

There were a goodly number of issues that were at impasse between the parties. Some of the issues were settled, some were not. This write-up will discuss the fact finding matter fully. A fact finding hearing was scheduled and conducted on November 21, 2002, at the conference facility of the employer at City Hall in Youngstown, Ohio. An opportunity for brief was offered, the parties declined.

1. The initial issue was an attempt by the employer to identify the bargaining unit as full time employees only. The union rejected the proposal and the matter was then withdrawn by management.
2. The next issue pertained to Article 11, Section 1 of the contract and Article 17, Section 4, of the contract. The parties attempted to settle this matter. The union however defended this management issue on the basis that paragraph 9 of the ground rules would be violated. That paragraph language dealt with the issue that new proposals after the close of the third collective bargaining session may not be introduced unilaterally. Such was the case in this matter and the issue will have to be left to future negotiations since it was a new issue introduced after the third collective bargaining session.
3. The next issue discussed was rate cost change to the health care plan to be made by the bargaining unit. The employer wanted to provide a less expensive insurance (a

PPO rather than the traditional plan) and sought an increased contribution to the pharmaceutical plan. The change for the pharmaceutical plan sought is an increase from \$46.00/month to \$91.00/month. I am inclined to grant that change leaving all other aspects of health care without change. The city has indicated a real money crunch and the union offered no evidence to disprove the employer's claims. On that basis the contribution of each employee is raised to \$91.00/month beginning 1/1/2003.

4. The next issue was a holiday pay issue. The employer wanted the employee to work the scheduled day prior to the holiday and the scheduled day after the holiday to obtain holiday pay. Such is the general rule and a request of that nature is not unreasonable though there may be a unit or two without that requirement. That request by management is granted.
5. As to the elimination of a vacant position, language should be added to the contract so as to give the union president thirty day notice to discuss the elimination of the job. The finality of such decision, however, belongs to management.
6. The next issue involved an increase in AFSCME care plan benefits. It is my view that the care package be maintained as is. The money argument is the same as used in paragraph 3 above. The city simply cannot afford the union proposal.

7. The union is seeking no cap on the sick day accumulation. The contract has a two tiered formula separating employees hired prior to June 30, 1993, with no cap and those hired after that date to a 1500 accumulation. No reason was given for the change and an arbitrary change should not be made. I rule that the contractual clause should remain as is.

8. Call out issue was withdrawn.

9. Work boot allowance was settled by the parties.

10. Personal expenditure allowance in lieu of clothing allowance issue was settled by the parties.

11. Presently police and administrative personnel in the safety department on the 2nd & 3rd shift rotate along with their commander. The second and third shift personnel are now seeking a steady shift just as the first has. If the 2nd and 3rd shifts are allowed a steady shift, their commanders would change and there would be no continuity of management. The 2nd and 3rd shift were hired with the knowledge they would rotate. This is not new. There is no good reason to change. The current contract language shall continue.

12. The issue of implementation for compensatory time issue has been settled.
13. The union sought to reorganize the park department and to establish a bargaining unit crew chief classification and thereby establish a pay scale in accordance therewith. The park department personnel sought raises under this system and under the pay increase for the entire 110 person bargaining unit. The city cannot afford two increases. See discussion under paragraph 3 above. This union request is denied.
14. The issue involving the reactivation of a former bargaining unit position was settled.
15. This issue of drug coverage was discussed under paragraph 3 above.
16. Wages retroactive to 7/1/2002 at the same rate as the balance of the bargaining unit is hereby granted, i.e., \$0.30 per hour and 4% increase across the board. The employer gave no reason to carve out this unit for any less.

It is the award of the fact finder as stated above.



Marvin I. Feldman, Arbitrator

Made and entered
this 29th day
of November 2002.