

STATE EMPLOYMENT
RELATIONS BOARD
2005 MAY -2 A 8:44

IN THE MATTER OF FACT-FINDING
BETWEEN

CITY OF OBERLIN)	
)	CASE NO. 05-MED-10-1287
AND)	
)	<u>FINDINGS</u>
)	AND
INTERNATIONAL BROTHERHOOD)	<u>RECOMMENDATIONS</u>
OF ELECTRICAL WORKERS)	
LOCAL NO. 39)	

JAMES M. MANCINI, FACT-FINDER

APPEARANCES:

FOR THE UNION

Susannah Muskovitz
Attorney at Law

FOR THE CITY

Joseph F. Lencewicz, Esq.
Labor Relations Representative

SUBMISSION

This matter concerns fact-finding proceedings between the City of Oberlin (hereinafter referred to as the Employer or City) and the International Brotherhood of Electrical Workers, Local 39, AFL-CIO (hereinafter referred to as the Union). The State Employment Relations Board (SERB) duly appointed the undersigned as fact-finder in this matter. The fact-finding hearing was held on March 27, 2006.

The fact-finding proceedings were conducted pursuant to the Ohio Collective Bargaining Law as well as the rules and regulations of SERB. During the fact-finding proceedings, this fact-finder attempted mediation of the issues at impasse. The issues remaining for this fact-finder's consideration are more fully set forth in this report.

The bargaining unit involved herein consists of employees in various divisions of the City ranging from plant operator in Water Distribution and Waste Water Collection to mechanic and electric technicians. There are forty-three employees in the bargaining unit employed in thirty-four different classifications.

This fact-finder in rendering the following findings of fact and recommendations of the issues at impasse has taken into consideration the criteria set forth in Ohio Revised Code Section 4117-14(G)(6)(7). Therefore the following recommendations are hereby submitted on the issues at impasse.

1. COMPENSATION – ARTICLE 31

The Union proposes a 4% across-the-board increase retroactive to January 1, 2006 with additional 4% increases on January 1, 2007 and January 1, 2008. In addition, the Union proposes that there be wage adjustments retroactive to January 1, 2006 for certain classifications. The City proposes across-the-board increases of 3.25%, effective after the first full pay period following approval of the new Agreement, 3% effective January 1, 2007, and 3% effective January 1, 2008.

The Union contends that its proposed general wage increases as well as equity adjustments are reasonable. The Union presented a number of employees who testified that wage adjustments would be appropriate for them based upon the duties which they currently perform. The Union's rationale for the wage adjustments which it seeks for various classifications was explained in detail.

The City submits that its across-the-board proposed increases are the same as that provided to other bargaining units. In particular, all of the police department units received the kind of general wage increases which the City proposes for the bargaining unit here. The City also claims that the Union's demands for additional increases for certain employees are unreasonable. The City expressed concern about its future financial picture.

ANALYSIS – This fact-finder would recommend the City's proposed across-the-board increases of 3.25% effective after the first full pay period following ratification of the new Agreement, 3% effective January 1, 2007, and 3% effective January 1, 2008.

It is also recommended that additional wage adjustments be provided to employees in certain classifications.

The across-the-board increases which this fact-finder recommends is consistent with that provided to other bargaining units in the City. For example, patrol officers as well as sergeants in the police department will be receiving pay increases of 3.25%, 3% and 3% over the next three years. There was no basis established for any greater general wage increase as proposed by the Union.

This fact-finder has also taken into consideration the testimony offered by various employees concerning the Union's proposed wage adjustments for their particular classifications. The fact-finder finds that the wage adjustments set forth in a previously proposed tentative agreement between the parties dated February 9, 2006 appear to be fair and reasonable. However, this fact-finder would not recommend that those wage adjustments become effective on January 1, 2006 as set forth in the previous proposed tentative agreement. Rather, it would be appropriate to have those wage adjustments become effective after the first full pay period following ratification by the parties of the Collective Bargaining Agreement.

This fact-finder does not recommend that the first year general wage increases or previously referred to wage adjustments be made retroactive to January 1, 2006. The evidence supports the City's position that such wage increases should become effective on the first full pay period following ratification by the parties of the new Agreement. It was shown that the Union twice rejected tentative agreements which would have allowed the

City to implement cost savings in its health insurance plan. As a result the City was forced to maintain the old insurance levels for all of its employees at a significant cost. In effect, this bargaining unit has forced the City to hold off implementing certain cost saving measures in insurance coverage until June 1, 2006. For that reason, this fact-finder finds that it would be appropriate to offset the additional cost for health insurance incurred by the City by granting pay increases only after the ratification of the Agreement.

This fact-finder would like to add that for certain wage adjustments, the parties basically reached tentative agreement at the hearing. This would include the wage adjustment of \$.25 per hour for the Lab Technician WEPF and Operator Assistant Lab Technician Water Class III Operator License. In addition, there was no dispute that there should be a \$.25 per hour wage adjustment for certain Service Maintenance Workers as well as the Field Maintenance Specialist who has a commercial spray operators license. This fact-finder would recommend the adoption of the City's proposed language relating to how a commercial spray applicator's license is to be defined.

RECOMMENDATION

With respect to Compensation, this fact-finder recommends the following:

ARTICLE 31, COMPENSATION

Section 31.1 Maintain existing divisions and classifications with each division. Apply across-the-board increase as follows:

Effective the first full pay period following ratification by the parties
of the new Agreement: + 3.25%
Effective January 1, 2007 + 3%
Effective January 1, 2008 + 3%

In addition, the following classifications will receive wage adjustments prior to receiving the across-the-board increases:

Effective the first pay period following ratification by the parties of the new Agreement:

Public Works Water Division

Lab Technician + \$.25

Lead Operator Distribution + \$.25

Public Works General Maintenance Division

Crew Leader + \$.25

Lead Vehicle Maintenance Mechanic + \$.25

Public Works Parks/Cemetery Division

Crew Leader + \$.25

Effective January 1, 2007:

Public Works Water Division

Lead Operator Distribution + \$.25

Public Works General Maintenance Division

Crew Leader + \$.25

Lead Vehicle Maintenance Mechanic + \$.25

Public Works Parks/Cemetery Division

Crew Leader + \$.25

Section 31.2 No change.

Section 31.3 In addition to the applicable base hourly wage rates, employees in the classifications listed below will receive additional hourly compensation as follows:

Plant Operator Water

Class II Operator License \$.25 per hour

Class III Operator License \$.25 per hour

Class III Operator License* \$.50 per hour

*(Not accumulative from Class II Operator License)

Plant Operator WEPF
 Class II Operator License \$.25 per hour
 Class III Operator License \$.25 per hour
 Class III Operator License* \$.50 per hour
 *(Not accumulative from Class II Operator License)

Lab Technician WEPF
 Operator/Assistant Lab Technician Water
 Class III Operator License \$.25 per hour

Distribution Operator
 Class II Distribution License \$.25 per hour
 Back Flow Certification \$.25 per hour

Collection Operator
 Class II Collection License \$.25 per hour

Service Maintenance Worker (GMD)
 Service Maintenance Worker (Parks/Cemetery)
 Field Maintenance Specialist
 Commercial Spray Operator License \$.25 per hour

NOTE: Commercial Spray Applicator's license shall be defined as attaining and retaining certification in the following: 1) Core commercial spray applicator certification; and 2) Any two (2) of the following certifications as determined by the City and as defined and contained in the pesticide regulations of the Ohio Department of Agriculture as follows:

- 3A General Aquatic Pest Control
- 3D Sewer Root Control
- 4A Forest Pest Control
- 5 Industrial Vegetation Control
- 6A Ornamental Plant & Shade Tree, General Pest Control
- 6C Ornamental Weed Control
- 8 Turf Pest Control
- 10D Mosquito, House Fly & other Vector Control

However, if the employee has the core commercial spray applicator certification and any of the additional certifications listed above as of the date of execution of this agreement, those certifications shall count towards meeting the requirements for the additional compensation listed above.

Section 31.4 Employees of the Electrical Department Line Division and Electrical Department Technical Services Division who successfully complete an approved line worker training program(s) shall receive an additional \$.50 per hour.

Section 31.5 No change.

2. MEDICAL/HOSPITALIZATION – ARTICLE 27

The City has proposed certain changes in the current health insurance plan. This would include increases in deductibles and co-insurance as well as the amount employees must contribute per month for premiums. The Union opposes the kind of insurance coverage changes proposed by the City.

The Employer maintains that its health insurance proposal should be adopted because all other bargaining unit employees in the City have already agreed to those changes. It would be wrong to now permit this bargaining unit to deviate from the terms which have been agreed upon by other employees. The City also notes that as a result of the Union's rejection of the previous two tentative agreements, it has been forced to maintain the old insurance levels at a significant cost for all employees.

The Union contends that the new office co-pay as well as the increase in deductibles as proposed by the City is unreasonable. The increase in the amount which employees must pay towards health insurance premiums will also have a significant impact upon bargaining unit members.

ANALYSIS – This fact-finder would recommend the adoption of the Medical/Hospitalization Provision proposed by the City. It was shown that all other bargaining unit employees of the City have already agreed to the changes in health insurance coverage set forth in the City's proposal. Moreover, all other City employees have also agreed to contribute more per month for family and single coverages. This

fact-finder finds that this bargaining unit should have also agreed to the health insurance plan changes when it had an opportunity to do so under the previously referred to tentative agreements. Because the Union twice rejected such tentative agreements, the City was forced to maintain the old insurance coverage levels for all employees at a significant expense. Again, the City will not be able to implement any changes in medical/hospitalization coverages until June 1, 2006.

RECOMMENDATION

It is the recommendation of this fact-finder that the Medical/Hospitalization Proposal submitted by the City be adopted as more fully set forth below:

ARTICLE 27, MEDICAL/HOSPITALIZATION

Section 27.1 Effective June 1, 2006 and for the Term of this Agreement, the Employer will provide on behalf of each full-time employee and his family, the medical and prescription, dental and vision coverage, or comparable coverage, as contained and described in Attachment A, Attachment B and Attachment C respectively.

Section 27.2 Effective June 1, 2006, employees shall contribute \$115 per month for family coverage or \$90 per month for single coverage.

Section 27.3 Effective January 1, 2007, employees shall contribute an amount equal to the percentage increase or decrease the Employer recognizes in its insurance costs multiplied by the contribution amounts for family or single coverage as contained in Section 27.2 above, but not to exceed 15% of the amount contributed in 2006.

Section 27.4 Effective January 1, 2008, employees shall contribute an amount equal to the percentage increase or decrease the Employer recognizes in its insurance costs multiplied by the contribution amounts for family or single coverage as contained in Section 27.3 above, but not to exceed 15% of the amount contributed in 2007.

Section 27.5 In an effort to reduce medical/hospitalization costs, a joint medical hospitalization insurance committee will be established and will consist of not more than one bargaining unit representative from each bargaining unit and three non bargaining unit representatives. The committee will be convened as necessary to review alternative insurance coverages and plans and will make recommendations to the City Manager. It is mutually agreed that such recommendations do not obligate either of the parties contractually.

Also, see Attachments A, B, and C

**City of Oberlin
Medical & Prescription Plan**

Network Benefit Deductible		Medical Mutual Plus
	Network (1)	\$200/\$400
	Non-Network	\$400/\$800
Coinsurance OOP Max (Excludes deductible)		
	Network	\$750/\$1,500
	Non-Network	\$1,500/\$3,000
Physician Office Visit Copay		
	Network	\$10 copay, 100%
	Non-Network	70% subject to deductible
Coinsurance		
	Network (2)	100% / 80%
	Non-Network	80%
Prescription Drugs Retail (30-day supply)		
	Generic Copay	\$5
	Formulary Copay	\$10
	Brand Copay	\$25
Mail Order (90-day supply)		
	Generic Copay	\$10
	Formulary Copay	\$20
	Brand Copay	\$25
	Lifetime Maximum	\$2,000,000

(1) Deductible waived in some cases when using a network provider, see Schedule of Benefits in Plan Document for specifics.

(2) See Schedule of Benefits in Plan Document for specifics.

**City of Oberlin
Dental Plan**

Network		
Benefit		
Deductible	Single	\$25
	Family	\$50
Diagnostic & Preventative Services		100%
Basic Dental Services		100%
Major Dental Services		90%
Orthodontic Services		80%
Annual Maximum		\$2,500
Orthodontia Maximum	(1)	\$500

(1) Lifetime Maximum of \$500

**City of Oberlin
Vision Plan**

Eye Care:

Annual maximums

Exam	\$30
Frames (1)	\$25
Single Lenses (1)	\$25
Bifocal Lenses (1)	\$40
Trifocal Lenses (1)	\$50
Lenticular (1)	\$80
Contacts (1)	\$50

(1) It is either the lenses and frame benefit or contact benefit but not both.

3. LONGEVITY – ARTICLE 32

The Union proposes that effective January 1, 2006 each full-time employee is to receive a longevity payment upon completion of five full years of continuous service. The longevity benefit will be computed at the rate of \$8.00 per year of service, per month. The City proposes no change to this article.

The Union maintains that the Longevity Pay Provision is out of line with that provided to other bargaining units in the City. The Union also cites comparable longevity pay provisions found in neighboring Amherst and Vermilion.

The City points out that the Union's proposal would substantially increase non-productive costs. The Employer also notes that while other comparable employees in neighboring jurisdictions may on average receive more longevity pay, the wages received by the bargaining unit employees here are generally higher.

ANALYSIS – This fact-finder recommends that there be a certain modification to the longevity pay benefit. A reasonable change would be to adopt the Longevity Pay Provision found in the police dispatchers' agreement. This would provide the bargaining unit here with a warranted increase in the longevity benefit. There is every indication that the City has the ability to finance such a change in the Longevity Pay Provision.

This fact-finder finds that the Union's longevity pay proposal would prove to be much too costly for the City. It was shown that the Union's proposal would cost the City approximately an additional \$42,000 in the first year of the Agreement, and then increase substantially in subsequent years. A more reasonable approach would be as

recommended herein that the Longevity Pay Provision be modified to conform with that found in the dispatchers' agreement.

RECOMMENDATION

It is the recommendation of this fact-finder that the Longevity Pay Provision be modified as more fully set forth below:

ARTICLE 32, LONGEVITY

Section 32.1 Effective January 1, 2006, each full-time bargaining unit employee who has completed the required years of service as a full-time employee of the City of Oberlin shall be entitled to a longevity bonus in the following amounts:

<u>Years of Service</u>	<u>Longevity Benefit</u>
5 to 10 years	\$400.00
11 to 15 years	\$500.00
16 to 20 years	\$650.00
21 to 25 years	\$800.00
26 or more years	\$950.00

Section 32.2 The longevity bonus will accrue each year on the anniversary of the employee's date of hire and be paid on June 30 for date of hire between January 1 and June 30, and on December 31 for date of hire between July 1 and December 31.

4. VACATIONS – ARTICLE 26

The Union proposes to add five weeks of vacation after twenty years of service. The City's position is that there be no change to this article.

The Union cites the other bargaining units in the City which have a greater vacation entitlement. There is no reason as to why the bargaining unit here cannot also be granted an additional five weeks of vacation after twenty years of service.

The City contends that the current vacation schedule is comparable to that which is provided to other similarly situated employees. Moreover, the City maintains that the Union's proposal would represent a significant increase in vacation costs.

ANALYSIS – This fact-finder finds that it would be appropriate to modify the current Vacation Provision to provide for five weeks of vacation after twenty-five years of service. This would be the same type of vacation allotment provided to the dispatchers' unit. Internal comparables certainly support the change which is recommended herein for the vacation benefit. This fact-finder finds that the recommended change would represent a more modest cost increase for the City than the Union's proposal. From all indications, the City should be able to finance the proposed change out of currently available resources. It would also be reasonable for administrative purposes that the modification to the Vacation Provision recommended herein take effect on January 1, 2007.

RECOMMENDATION

This fact-finder recommends that the Vacation Provision be modified as follows:

ARTICLE 26, VACATIONS

Section 26.1 Effective January 1, 2007 paid vacation shall be provided as follows:

<u>Years of Service</u>	<u>Number of Weeks</u>
After one (1) year	2 weeks
After five (5) years	3 weeks
After fifteen (15) years	4 weeks
After twenty (25) years	5 weeks

[All other language in Section 26.1 to remain the same.]

5. HOLIDAYS – ARTICLE 22

The Union proposes adding Veterans Day as a holiday. The City opposes any change in the current article.

ANALYSIS – This fact-finder would recommend that there be no change in the current Personal Leave/Holidays Provision. The evidence showed that all other bargaining units as well as non-bargaining unit employees of the City have the same number of holidays (10) and personal days (3) for a total of thirteen days. The bargaining unit here likewise has the same number of holidays and personal leave days. There simply was no justification established for an additional holiday as proposed by the Union.

RECOMMENDATION

It is the recommendation of this fact-finder that there be no change in the current Personal Leave/Holidays Provision.

ARTICLE 22, PERSONAL LEAVE/HOLIDAYS

Current language, no change.

6. SICK LEAVE – ARTICLE 21

The parties reached tentative agreement with respect to a modification to Section 21.14 of this article. This fact-finder hereby incorporates as his recommendation the tentative agreement modifying this particular provision.

RECOMMENDATION

This fact-finder recommends the modification to Section 21.14 of the Sick Leave Provision which the parties previously tentatively agreed upon as more fully set forth below:

ARTICLE 21, SICK LEAVE

Section 21.14 Upon separation of employment with at least ten (10) years seniority with the City (except in the case of termination for just and sufficient cause), upon retirement or in the case of death, an employee (or his or her estate) shall be entitled to receive a cash payment equal to his or her daily rate of pay at the time of retirement or separation, multiplied by the total number of accumulated but unused sick days earned by the employee and certified by the City Auditor, providing that such resultant number of days to be paid shall not exceed thirty (30) days.

7. PROBATIONARY PERIOD – ARTICLE 12

The Union proposes to modify this provision to state that the probationary period for new employees shall be for a period of 1,440 hours worked. For a newly promoted employee, the Union proposes a probationary period of 720 hours worked. The City did not dispute the changes proposed by the Union to Sections 12.1 and 12.2 of the Probationary Period Provision.

ANALYSIS – In that there is no dispute as to the modification which is to be made to Article 12, this fact-finder adopts as his recommendation the language changes proposed by the Union and agreed upon by the City.

RECOMMENDATION

This fact-finder recommends the language changes proposed by the Union and agreed upon by the City with respect to the Probationary Period Provision as more fully set forth below:

ARTICLE 12, PROBATIONARY PERIOD

Section 12.1 The only change is to delete 180 work days and substitute one thousand four hundred forty (1,440) hours worked for the probationary period of a newly hired employee.

Section 12.2 The only change is to delete 90 work days and substitute language stating seven hundred twenty (720) hours worked for a newly promoted employee's probationary period.

8. HOURS OF WORK – ARTICLE 14

Both parties proposed modifications to Section 14.5 which with one exception were identical. The only difference in the proposals is that the Union requests that it be limited to members of the Waste Water Department (WEPF). The City disagrees with that limitation.

ANALYSIS - This fact-finder would agree with the Union's position that the proposed change to Section 14.5 should be limited to members of the Waste Water Department or WEPF employees. It is these particular employees who are assigned after normal working hours to respond to the Supervisory Control and Data Acquisition System (SCADA). Employees so assigned who monitor operations after hours are compensated even when no action is required on their part. The proposed language change which the parties have basically agreed upon reflects the change in the City's procedure for after hours monitoring operations.

RECOMMENDATION

It is the recommendation of this fact-finder that the Hours of Work Provision, Section 14.5, be modified as follows:

Section 14.5 Replace current language with the following:

The following shall apply when WEPF employees are assigned, after normal working hours, to respond to the Supervisory Control and Data Acquisition System (SCADA).

- a) Employees shall receive one (1) hour pay at their straight time hourly rate for each day assigned:

- b) If employees are required to physically report to the plant facilities, they shall not be eligible for and shall not receive any call-in pay as described and contained Article 23 (Call-in Pay) unless they physically report between 12:00 a.m. and 7:00 a.m. Monday to Friday or any time on Saturday or Sunday;
- c) Employees who are not available to respond or report and/or do not report within 45 minutes, if required to do so, shall forfeit one (1) hour of pay at their straight time hourly rate for each incident and be subject to disciplinary action.

9. DURATION – ARTICLE 39

The City proposes to have the duration begin at the execution of the Agreement and end on December 31, 2008. The Union proposes that the Agreement take effect on January 1, 2006 and expire on December 31, 2008.

ANALYSIS – This fact-finder would recommend the City’s proposed Duration language whereby the Agreement would become effective upon the date of ratification and continue through December 31, 2008. As previously discussed, this fact-finder is not recommending that there be any retroactive wage increases for the bargaining unit. By rejecting two tentative agreements, the Union forced the City to hold off implementing changes in the Health Insurance Provision which would have achieved significant cost savings. Given these circumstances, this fact-finder does not believe that the terms of the Agreement should be applied retroactively as proposed by the Union. That is, the changes which are recommended for the various provisions, with one exception, are to take effect upon the ratification by the parties of the new Agreement. It should be noted that the one exception where this fact-finder did recommend retroactivity pertained to the modification in the longevity benefit.

RECOMMENDATION

It is the recommendation of this fact-finder that the Agreement become effective upon the date of ratification by the parties as more fully set forth in the following Duration Provision.

ARTICLE 39, DURATION

Section 39.1 This Agreement represents the complete agreement on all such matters subject to bargaining between the City and the Union, and shall become effective upon ratification by the Union membership and approval by the Oberlin City Council, and shall be and remain in full force and effect upon ratification by the Union and approval by City Council through December 31, 2008. If either party desires to terminate, modify or amend this Agreement for a period subsequent to December 31, 2008, notice of such desire shall be given in accordance with ORC 4117.14(B)(1)(a).

10. LETTER OF UNDERSTANDING - ATTACHMENT D

The City proposes that this Letter of Understanding (formerly Attachment C) reflect that pay increases for 2006 be effective on the first full pay period following ratification of the Agreement. The Union proposes that this attachment indicate that the initial 2006 pay increases be made retroactive to January 1, 2006.

ANALYSIS – This fact-finder would recommend that the Letter of Understanding referred to as Attachment D specify that the 2006 pay increases are to be granted only after the Labor Agreement has been ratified. Again, the Union has forced the City to hold off implementing changes in the Health Insurance Provision which has resulted in a significant cost to the Employer. This cost however will be offset by granting pay increases only after execution of the Agreement.

RECOMMENDATION

This fact-finder recommends that Attachment D reflect that 2006 pay increases that are to take effect following ratification of the Agreement as set forth below:

LETTER OF UNDERSTANDING – ATTACHMENT D

The initial pay adjustments under this contract will be effective the first full pay period following City Council approval of this Labor Agreement regardless of the date(s) such payment amounts were earned, provided such payments were contractually proper.

During the 2005 negotiations the parties mutually agreed that pay adjustments for 2007 and 2008 would apply to payment amounts received by the employees covered by this Labor Agreement in the last pay period of December 2006 and December 2007 regardless of the date(s) such payment amounts were earned, provided such payments were contractually proper.

11. ATTACHMENT E

The City initially proposed a modification to Attachment E but subsequently agreed to withdraw its proposal. The Union has requested current language for Attachment E.

ANALYSIS – First, it should be noted that Attachment E referred to by the parties herein was the former Attachment D in the prior agreement. It relates to an employee who works sixteen hours or more within a twenty-four hour period. Based upon the City’s withdrawal of its proposal to modify this Letter of Understanding, this fact-finder recommends that there be no change in the current provision which again was previously identified as Attachment D.

RECOMMENDATION

It is the recommendation of this fact-finder that Attachment E (formerly referred to as Attachment D under the previous agreement) should remain the same with no change.

ATTACHMENT E (Formerly referred to as Attachment D)

Current language, no change.

12. ATTACHMENT F

The City proposes language which states that if the City of Oberlin determines that it is in the best interest to outsource the operations of the Water Treatment Plant, the parties would meet for the purpose of negotiating the effects of such outsourcing on the employees of the Water Treatment Plant. The Union proposes additional language whereby if it becomes necessary to layoff employees, the City would continue to pay their salary, health insurance and benefits for twenty-four months from the day of the layoff.

ANALYSIS – This fact-finder has determined that the language proposed for Attachment F by the City should be adopted by the parties. Such language recognizes the need to reassure employees of the Water Treatment Plant that the parties would meet for purpose of negotiating the effects of any outsourcing of their work. This fact-finder does not find any basis for the Union’s request to include language which would require the City in case there is a layoff to continue to pay the salary and other benefits to the affected employees for twenty-four months. There are no similar provisions contained in any other comparable labor agreements. Moreover, if a decision is made to outsource the operations to the Water Treatment Plant and layoffs become necessary, then the parties would be in a better position to negotiate the effects of management’s actions as they affect the employees involved.

RECOMMENDATION

It is the recommendation of this fact-finder that language proposed by the Employer for Attachment F be adopted as more fully set forth below:

ATTACHMENT F

[Insert date]

Dear Mr. Egan,

This will confirm our discussions during the 2005-2006 negotiations that, in the event the City of Oberlin determines that it is in its best interests to outsource the operations of the Water Treatment Plant, the parties will meet for the purpose of negotiating the effects of such outsourcing on the employees of the Water Treatment Plant. As a part of these negotiations, the City will work with the Union to avoid layoffs to the extent possible, and/or explore other alternatives.

13. OTHER ATTACHMENTS

This fact-finder would like to note that with respect to other attachments, the parties have agreed to the addition of new Attachments A, B, and C. (See Health Insurance Recommendation) and the deletion of current Attachment E.

CONCLUSION

In conclusion, this fact-finder hereby submits the above referred to recommendations on the outstanding issues presented to him for his consideration. Further, this fact-finder would recommend that all tentative agreements previously reached by the parties be incorporated into their final Agreement.

APRIL 27, 2006



JAMES M. MANCINI, FACT-FINDER