

2007 OCT 15 A 10:44

IN THE MATTER OF IMPASSE X
X
BETWEEN X
X
THE CITY OF SPRINGFIELD, OHIO X
AND X
AMERICAN FEDERATION OF X
STATE, COUNTY AND MUNICIPAL X
EMPLOYEES X
OHIO COUNCIL 8 X
LOCAL 1608 X
AFL-CIO X

**REPORT OF
THE FACT FINDER**

SERB FILE NO.: 2007-MED-04-0400

HEARING: October 3, 2007; Springfield, Ohio

FACT FINDER: William C. Heekin

APPEARANCES

For the City

Jerome M. Strozdas, Law Director

For the FOP

Marcia Knox, Regional Director

ADMINISTRATION

By way of a letter dated August 20, 2007, from the State Employment Relations Board (SERB), the undersigned was informed of his designation to serve as fact finder regarding the resolution of a successor labor contract, negotiations impasse. This impasse involves the City of Springfield, Ohio (“the City” or “Springfield”) and AFSCME Ohio Council 8, Local 1608 (“the Union”). The latter represents in collective bargaining approximately the 90 full time employees of City’s Service Departments. Thus, the City and the Union (“the Parties”) will each be signatory to the instant, successor collective bargaining agreement (“the Agreement”). On October 3, 2007, and following receipt of pre-hearing submissions, fact finding proceedings took place. The matter is now ready for the issuance of a fact finding report.

FINDINGS AND RECOMMENDATIONS

In addition to all unchanged contract provisions, as well as those items which have been tentatively agreed upon; it is recommended that the following mediated settlement concerning the remaining items at impasse be adopted:

* * *

ARTICLE 8 – WAGES

SECTION 1 – RATES

(a) Schedule of Rates

Attached hereto and made a part hereof as schedule A is a list of the agreed wage schedule, classification, and rates for jobs of employees covered by and for the *duration of this contract*.

(b) Regular Hourly Rates

Regular hourly rate of pay is the hourly rate set forth in Schedule A attached, corresponding with the class title, grade, and step for an employee in the bargaining unit. The regular hourly rate will be paid for the following:

1. The first eight (8) hours in any continuous twenty-four (24) hour period, beginning with the starting time of the employee's shift.
2. The first eighty (80) hours worked in the employee's pay period, less all time for which overtime has been earned.
3. Time worked during the regular working hours of any shift which starts the day before and continues into a specified holiday.

(c) Accumulated Hourly Rate

Accumulated hourly rate of pay is the sum of an employee's regular hourly rate of pay and any shift differential to which he/she is entitled by reason of assignment to the 2nd, 3rd or swing/relief shifts.

SECTION 2 & 3 – SAOC

SECTION 4 – EFFECTIVE DATE

The initial wage rate under this contract, as set forth in Schedule A, is effective July 1, 2007. Bargaining unit employees who were in the employ of the City from July 1, 2007 through the date of the execution of this Contract shall be entitled to retroactive pay for all hours actually paid during the above state period, said retroactive pay to be calculated based on the difference between the wage rate in effect for each employee on June 30, 2007 and July 1, 2007. This retroactive pay shall be distributed to the eligible employees on the first bi-weekly pay after the necessary computations are made.

ARTICLE 9 – LONGEVITY

SECTION 1 – LONGEVITY PAY

- (a) Longevity pay shall be provided for all bargaining unit employees *employed prior to January 1, 2008 who attain five (5) years of service with the City at the rate of \$90.00 per year of service. In 2008, the rate shall increase to \$92.50 per year of service.*
- (b) *Bargaining unit employees that are hired on or after January 1, 2008 who attain five (5) years of service with the City shall be entitled to longevity pay at the rate of \$45 per year of service. In 2008, this rate shall increase to \$46.25 per year of service.*
- (c) Longevity checks shall be distributed with the last pay in November. Longevity eligibility milestone years are based on the date of hire, or for those employees with breaks in service, an adjusted longevity date. If a milestone anniversary occurs during the year, the longevity payment will be calculated and paid at the higher rate. In the event an employee terminates employment prior to the completion of the required duration of service, any overpayment shall be repaid by the

employee to the City or deducted from any compensation which may be due him from the City.

- (d) Employees who resign, are laid off, or retire from City employment will be entitled to any earned longevity pay when the final paycheck is issued; however, employees who are discharged from City employment shall forfeit all rights to longevity payment.
- (e) Longevity payments shall be included in the base rate only for the purpose of calculating overtime compensation.

ARTICLE 17 – VACATION

SECTION 2 – SCHEDULE OF EARNED VACATION

All employees shall have available earned vacation days upon completion of:

- 1 year continuous service - 5 days
- 2 years continuous service - 13 days
- 5 years continuous service - 16 days
- 10 years continuous service - 18 days
- 15 years continuous service - 21 days
- 20 years continuous service - 23 days
- 25 years continuous service - 25 days
- 30 years continuous service - 28 days

The vacation accrual rates of employees shall be calculated on eight (8) hour shifts, forty (40) hour work schedule, or for all hours on paid status, however, vacation time shall not be accrued on overtime hours worked in accordance with Article 11, Overtime. Vacation accrual rates are as follows:

ANNIVERSARY	ACCRUAL RATE PER HOUR	ACCUMULATION/ 80 HOURS
1 year	.0500	4.00
4 years	.0616	4.92
9 years	.0693	5.54
14 years	.0808	6.46
19 years	.0885	7.08
24 years	.0962	7.70
29 years	.1077	8.62

ARTICLE 22 – INSURANCE

SECTION 4 – COVERAGE-LIFE

The City will pay the full cost of a group term life insurance policy for each employee covered by this Contract in the amount of \$15,000.00 with accidental death, dismemberment and disability waiver of premium. Coverage will be in effect for employees in paid status and for employees on approved leave of absence not to exceed six (6) months. Such policies shall provide for conversion to another policy upon leaving City employment.

ARTICLE 38 – TERM OF AGREEMENT

SECTION 1 – EFFECTIVE DATE

This Contract shall continue in full force and effect from *contract execution until June 30, 2009*, inclusive, and thereafter it shall be considered automatically renewed for successive periods of twelve months, unless at least sixty (60) days prior to the end of any twelve month effective period, either party shall serve written notice upon the other that it desires cancellation, revision, or modification of any provision or provisions of this Contract. In this event, the parties shall meet and attempt to reach an agreement with respect to the proposed change or changes at least sixty (60) days prior to the expiration date of the Contract. In the event the parties do not reach a written agreement by the expiration date of *June 30, 2009* in the particular year as provided for herein, parties hereto, by written agreement, may extend said period of the purpose of reaching a new Contract.

SECTION 2 - SAOC



William C. Heekin
October 12, 2007
Cincinnati, Ohio