

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

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RELATIONS BOARD

2008 APR -9 A 11: 27

In the Matter of: :
: :
American Federation of State, : 07-MED-10-1072
County and Municipal Employees, :
Local 3629 (Clerks, Maintenance : FACT FINDING REPORT
Workers, Linemen, Operators, : FINDINGS AND RECOMMENDATIONS
Laborers and Apprentices) :
: April 7, 2008
and :
: :
City of Newton Falls :

APPEARANCES

For the Union:

James M. Adams Jr., Staff Representative
Chuck Lane, President
Ken Bodnar, Vice President

For the City:

Jack C. Haney, City Manager
Marcia Cunningham, Finance Director
Joe Capan, Water Distribution Superintendent
Jeff Gump, Electric Superintendent

Daniel G. Zeiser
Fact Finder
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I. BACKGROUND

The Fact Finder was appointed by the State Employment Relations Board (SERB) on February 13, 2008, pursuant to Ohio Revised Code Section 4117.14(C)(3). The parties mutually agreed to extend the fact-finding period as provided under Ohio Administrative Code Rule 4117-9-05(G). The parties are the American Federation of State, County and Municipal Employees, Local 3629 (Union), representing the Clerks, Maintenance Workers, Linemen, Maintenance Relief Operator Apprentices, Water Apprentice Operators, Wastewater Apprentice Operators, Laborers, Lineman Apprentices, Senior Linemen, Maintenance Relief Operators, Waste Operators, and Wastewater Operators of the City's Income Tax, Utility Billing, Wastewater, Water Plant, Water Distribution, Streets and Maintenance, and Electric Divisions of the Public Works Department and the City of Newton Falls (City). Newton Falls is located within Newton Township in eastern Trumbull County. It has a population of five thousand and two (5,002) according to the 2000 Census.

II. THE HEARING

The fact-finding hearing was held on Wednesday, April 2, 2008 at the Newton Falls Administrative Building, 19 North Canal Street, Newton Falls, Ohio. Each party provided a pre-hearing statement. The hearing began at 10:00 a.m and adjourned at approximately 2:15 p.m. The parties requested the Fact Finder to engage in mediation of the issues at impasse. The parties reached tentative agreement on a number of issues during negotiations prior to the hearing. The issues remaining at impasse for the fact-finding included:

1. Working Conditions.

2. Hospitalization & Life Insurance.
3. Working Conditions.
4. Jury Duty & Witness Pay.
5. Overtime & Call-In Pay.
6. Compensation.
7. Longevity.
8. O.P.E.R.S. Contribution.

The parties were able to reach a tentative agreement as to all of the issues at impasse. The agreements as to each issue are set forth below. These tentative agreements, including those reached prior to the fact-finding hearing, will serve as the fact-finding award as if the Fact Finder had taken evidence on each issue and made a recommendation as to each issue.

III. ISSUES AND RECOMMENDATIONS

The parties reached tentative agreement as to all outstanding issues. Based on these agreements, the Fact Finder recommends the following changes to the collective bargaining agreement.

Tentative Agreements Reached Prior to Hearing

Article 23 CLOTHING ALLOWANCE

SECTION A. Employees in the Public Works Department shall be reimbursed up to the following amounts annually for boots and shoes, as follows: Electric Division \$160.00; all other divisions (Water Treatment, Water Distribution, Wastewater and Maintenance) \$110.00.

Article 25 SEVERANCE PAY

SECTION 25.1: **Retirement:** Employees who have a minimum of ten (10) years of

public service or qualify for retirement under OPERS and elect to retire shall receive a lump sum payment for all accumulated, but unused, sick leave at a 1:1 for everything up to five hundred (500) hours and at a 1:2 for everything between five hundred (500) and one thousand (1,000) up to a maximum payment equal to seven hundred fifty (750) hours and a lump sum payment for all accumulated, but unused, vacation leave; unused personal days; and any accumulated, but unused, compensatory time.

SECTION 25.2: Other Separation: Employees separated from employment for any reason other than his/her retirement shall, at the time of separation, be entitled to a lump sum payment of all accrued, but unused, vacation hours; all unused personal days; and any accumulated, but unused, compensatory time.

SECTION 25.3: Death Benefits: In the event of an employee's death, the amount of sick leave, vacation leave, personal days, and compensatory time outlined in Section 25.1 shall be paid to the employee's spouse or estate if there is no surviving spouse.

Article 16
HOLIDAYS

SECTION 16.1: No change to current language.

SECTION 16.5: No change to current language.

Article 21
COMPENSATION

SECTION 21.5: No change to current language.

Article 18
OVERTIME

SECTION 18.2: No change to current language.

Article 14
HOSPITALIZATION & LIFE INSURANCE

SECTION 14.1: The amount for braces as tentatively agreed to (a change from \$1000.00 to \$1,500.00) will be included in the proposal for Section 14.2.

SECTION 14.2(E): Vision care will have a maximum benefit of \$250.00 with no coverage limits on lenses, frames and will include a provision to allow the annual benefit of \$250.00 to include consideration for lasik surgery.

Article 10
SICK LEAVE

SECTION 10.7: **Bereavement:** Leave shall be granted for the death of an immediate family member for a period not to exceed five (5) working days. The first two (2) days of any such absence shall be paid, but not charged, against sick leave, and any subsequent days up to the remaining three (3) days shall be paid and charged against the employee's sick leave.

Article 11
LEAVES OF ABSENCE

SECTION 11.7(D): No change to current language.

Article 21
WORKING CONDITIONS

SECTION 12.9: **Shift Differential:** All employees shall receive a shift differential of thirty-five cents (\$0.35) per hour for all hours worked during normal scheduled shifts commencing between 3:00 p.m. and 10:59 p.m. and a differential of forty cents (\$.40) per hour for all hours worked during normally scheduled shifts commencing between 11:00 p.m. and 6:59 p.m.

Article 8
LAYOFFS

SECTION 8.8: A laid-off employee may request that he/she be paid for any earned, but unused, vacation time, personal days, and compensatory time.

Article 12
WORKING CONDITIONS

SECTION 12.13: No change in current language.

Article 18
OVERTIME AND CALL-IN PAY

SECTION 18.3: No change in current language.

Tentative Agreements Reached During Hearing

The Union withdrew the following proposals:

Article 12, Section 12.13, adding Senior Lineman to the list of existing classifications receiving "D" pay.

Article 18, Section 18.8, On-Call Pay of \$25.00 per week for any employee required to be on-call.

The parties agreed to the following:

Article 12, Section 12.13: The language of the first paragraph of Section 12.13 will remain the same.

Article 14, Hospitalization & Life Insurance: The current hospitalization plan shall remain the same except for two (2) changes:

1. All office visit co-pays shall be increased from \$15.00 to \$20.00.
2. Prescription cost will increase to \$7.00 for generic, \$12.00 for formulary, and \$20.00 for non-formulary drugs.

Additionally, the parties agreed to create a health insurance committee to explore changes in the hospitalization plan and ways to achieve cost savings.

Article 17, Jury Duty & Witness Pay: The current language is to be changed to:

The City shall grant Jury Duty/Court Leave with full pay to any employee who is summoned for jury duty by any court of competent jurisdiction, or if the employee is subpoenaed to court and required to testify about a matter resulting from his/her duties as a City employee or as a witness in a criminal case in which the employee is not a party.

Any employee who is appearing before a court or other legally constituted body in a matter in which he/she is a party may be granted vacation time, personal days, or leave without pay. Such instances would include, but not be limited to, criminal or civil cases, traffic court, divorce proceedings, custody, or appearing as directed as a parent or guardian of juveniles.

Article 18, Overtime & Call-In Pay. The second sentence of Section 18.3 is to be deleted. The Section will read:

A supervisor may require a Bargaining Unit employee to continue to work a maximum of four (4) hours beyond the normal end of the shift. The on-duty employee will continue to work the additional hours until he/she is relieved.

Article 21, Compensation: The bargaining unit is entitled to wage increases of 2.75% in each of the three (3) years of the Agreement. The wage increase for the first year is retroactive to January 1, 2008. Additionally, the wage rates contained in Range 9 of Schedule "A" are incorrect and will be changed. The pay rate for the two (2) Clerks is to be increased to \$14.55 per hour, which is the correct rate of column E of Range 9 for January 1, 2007.

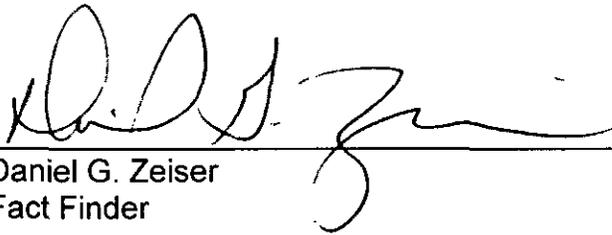
Additionally, the parties agreed that any employee who is required to have a Commercial Driver's License (CDL) is to receive an additional twenty-five cents (\$0.25) per hour.

Article 22, Longevity: Each hourly rate listed in Article 22 is to be increased by five cents (\$0.05) per hour.

Article 28, O.P.E.R.S. Contributions: The language is to read:

Throughout the term of this Agreement the City will contribute both the “employer share” and the “employee share” of the contribution (not to exceed 10% of the employee’s gross wages) to the employee’s retirement account with the Ohio Public Employee Retirement System (OPERS).

Dated: April 7, 2008



Daniel G. Zeiser
Fact Finder