

STATE EMPLOYMENT
RELATIONS BOARD

2009 JUL 17 P 1:27

IN THE MATTER OF FACT FINDING

BETWEEN

AFSCME OHIO COUNCIL 8, LOCAL 2761

AND

CITY OF COLUMBIANA

SERB CASE # 08-MED-07-0745

ADVOCATE FOR THE UNION:

**Cindy A. Michael, Staff Representative
AFSCME OHIO COUNCIL 8
150 South Four Mile Run Road
Youngstown OH 44515-3137**

ADVOCATE FOR THE EMPLOYER:

**Michael Esposito, Esq.
CLEMANS, NELSON & ASSOCIATES, INC.
2351 South Arlington Road
Suite A
Akron OH 44319**

INTRODUCTION

The issues in dispute before the fact-finder involve **Bargaining Unit Work** (Article 9); **Wages** (Article 25); **Longevity** (New and Side Letter); **Call-Out Pay** (Article 27); **Shift Differential** (Article 28); **Uniforms and Work Shoes** (Article 29); **Insured Benefits** (Article 30); **ASFCME Care Plan** (Article 30, Section 8); and **Duration** (Article 40). The bargaining unit is represented by AFSCME Local 2761, and it represents approximately thirty-one (31) employees in a variety of classifications in the City. The Employer is the City of Columbiana, located in northeastern Ohio. ("City" or "Employer") After resolving several issues during approximately seven (7) negotiations sessions, the parties reached impasse in negotiations for a successor agreement. The previous agreement expired on October 31, 2008.

Two mediation/fact-finding sessions were held on May 15, 2009 and June 3, 2009 over the issues addressed in this report. Prior to a formal submission of evidence, the fact-finder made a concerted effort to reconcile the differences between the parties over the unresolved issues listed above. Settlement possibilities were explored with the parties in an effort to find common ground upon which to construct a settlement. The discussions were particularly helpful

to the fact finder in understanding the unique concerns of each party and additional tentative agreements were reached on several issues. The mediation effort was then followed by a hearing on the remaining open issues. Both advocates represented their respective parties well and clearly articulated the position of their clients on the issues in dispute. The Employer's and the Union's position statements will be attached to this report for transmission to SERB only and for purposes of efficiency will be referenced and summarized, but not restated in their entirety in the body of this report. The demeanor and conduct of the advocates from both bargaining teams exemplify the responsibility with which the parties view their roles.

CRITERIA

OHIO REVISED CODE

In the finding of fact, the Ohio Revised Code, Section 4117.14 (C) (4) (E) establishes the criteria to be considered for fact-finders. For the purposes of review, the criteria are as follows:

1. Past collective bargaining agreements
2. Comparisons
3. The interest and welfare of the public and the ability of the employer to finance the settlement.
4. The lawful authority of the employer
5. Any stipulations of the parties
6. Any other factors not itemized above, which are normally or *traditionally used in disputes of this nature.*

These criteria are limited in their utility, given the lack of statutory direction in assigning each relative weight. Nevertheless, they provide the basis upon which the following recommendations are made.

OVERALL RATIONALE FOR DETERMINATIONS (Recommendations)

While there appears to be some initial signs of gradual recovery in some sectors of the national economy, Ohio's economy remains uncertain, particularly in light of the troubled domestic auto industry and its multitude of suppliers, many of whom have plants in Ohio. Job losses in Ohio during the past several years number in the tens of thousands and add to the existing structural problems of the economy in areas such as housing and banking. The state of Ohio continues to struggle to find ways to fund the many obligations it shoulders such as Medicaid costs, education, job growth, and a myriad of other pressing economic demands. The Governor and the Ohio State Legislature continue to work through their differences to address a multi-billion dollar revenue shortfall in the next biennium budget that will require greater sacrifices on the part of Ohioans. However, it is improper to generalize when it comes to the economy. Each public entity in Ohio is unique in its leadership, constituency, and in its economic circumstances. The City of Columbiana needs to be considered within the context of its own distinctive state of affairs. After carefully considering the facts and evidence and applying all the statutory criteria stated above, the following recommendations are made in the areas of tentative agreement and in the issues in dispute.

Issues

The issue of **Bargaining Unit Work** is a result of an Employer proposal to revise the language to eliminate contradictions and to strengthen its rights in making managerial decisions to contract work when necessary. The Employer argues it is seeking flexibility to be more effective in managing public dollars in the delivery of services to the public. The Union's position is to maintain current language. It does not agree there is ambiguity in the language of the current agreement and the side letter that also addresses this subject. It appears that it would be most efficient to incorporate the language of Article 9 and the existing Letter of Agreement into one area of the Agreement. However, other than *bringing some continuity to the language contained in these two currently separate provisions*, the facts in evidence, after being carefully reviewed, do not support any substantive changes at this time.

The issue of **Wages, Longevity, and Duration** are closely linked and will be discussed together. The Union is seeking wage increases of 5% for each year of the Agreement, and the Employer, claiming the bargaining unit is very well compensated, is proposing no increase for eighteen (18) months, then a one and one-half percent (1.5%) increase beginning with the eighteenth month of the Agreement. It then is proposing another one-and one-half percent (1.5%) increase beginning with the thirtieth (30th) month of the Agreement. The Employer's proposal is largely based upon

it projections of a stagnant revenue stream, increased costs of wages and benefits, reduced or frozen LGF funding from the state of Ohio, and in general the recessionary economy. In connection with these reasons the Employer is also seeking to make major revisions to the longevity program for employees. The Union argues the longevity program does not need to be revised. The parties differ on the issue of duration. The Union proposes a continuation of the next three (3) year period beginning on November 1, 2008. The Employer argues that given the amount of time that has passed it wishes to extend the contract out three (3) years past the date of execution. I find the wage proposals of both parties to be unrealistic given the facts. In evaluating the comparables offered by the parties, the relative position of the bargaining units in terms of wages varies with each classification. For example, clerical personnel and equipment operators in the City are paid well when compared to other like jurisdictions (Employer Ex. C), yet mechanics and waste water operators at the start rate are much lower in pay than many of their counterparts in comparable cities. However, at the top wage rate these employees are among the best paid employees in terms of the Employer's comparables. Using the Union's comparables, bargaining unit employee wages, while competitive rank lower (Union Ex. C). The Union's comparables are all linked to American Municipal Power generation, while the Employer's comparables are based upon more traditionally used factors such as population, tax

revenue, per capita income, and geographic proximity. For this analysis I find the Employer's comparables to carry more weight. However, I also find the Employer's position on wages to be low, given SERB data and the general trend of normal wage increases being negotiated in Ohio. Wage increases that fall somewhere between the Employer's position and the Union's position will help maintain the City's relative position in terms of employee compensation when using the Employer's comparables. In addition, said increases can be structured in a manner that take into consideration the passage of time, consider the current severe recessionary economy in Ohio, but anticipate, based upon current projections, an eventual recovery, albeit gradual, from the current economic situation. The Employer's position to modify longevity is in part supported by the facts and a persuasive comparable is the longevity program that was negotiated with the City's police bargaining unit. However, I find the Employer's proposal represents substantial reductions from what employees who are on the plan are receiving. (Union Ex. J) Any change of this nature should respect those current employees who are being paid under the current longevity structure; this is in part what many employees build their personal budgets around. The facts do not support any change in the duration of the Agreement. While I understand the reason for the Employer's wish to place more time between negotiations for successor agreements, the delay in agreeing upon a new contract in

this matter must be placed at the feet of both parties. Without a more compelling reason other than the inability to come to terms, a change in the duration and timing of a collective bargaining agreement that departs from precedent is more appropriately made by the parties and not a third party neutral.

The issues of **Call-out Pay, Shift Differential and Uniforms and Work Shoes** are proposals by the Union to increase the amounts paid to bargaining unit employees regarding these benefits. The Union proposes raising call-out pay from three (3) hours to four (4) hours. The Employer proposes it shall remain the same. The evidence does not indicate that the current amount of three (3) hours is often exceeded, prompting a need to increase call-out by an additional hour. The Union also proposes an increase in shift differential by .05 cents raising the afternoon shift to \$.30 per hour and the evening shift to \$.40 per hour. The Employer proposes that these rates remain the same. I find the Union's proposal to represent a modest increase in shift differential and it is not out-of-line with other jurisdictions even when applying the comparables offered by the Employer. However, the current economic climate dictates a delay in any adjustment, regardless of amount. The Union is seeking an increase in work shoe allowance to \$225, from \$100 and an increase in uniform allowance by an additional \$50 for both Electrical Department employees and all other employees. This would raise these amounts to

\$675.00 and \$375.00 respectively. The Employer proposes current language. The facts support a modest inflationary adjustment in these amounts that would maintain their approximate value.

The issue of **Insurance** is a vital issue for the Employer. The Union, who wishes to maintain the same level of general insurance benefits, proposes an improvement in the **AFSCME Care Plan** including the dental benefit that can be taken advantage of by all employees in the City. The Employer is seeking to set the employee share of the monthly insurance premium at fifteen percent (15%) and proposes to set the prescription co-payments at @15.00 for generic drugs and \$30.00 for other drugs. The Employer also proposes the establishment of an insurance committee. The Union indicated it is not opposed to the concept of an insurance committee, but it proposes to maintain the current level of employee premiums. The Employer estimated that an upgrade in the AFSCME dental plan is equivalent to approximately the cost of one percent (1%) in wages. However, the Employer was not opposed to enhancing this plan, if its proposals to change the health care benefits, which would result in employees accepting a greater share of the health care costs, could be met in substantial part during the life of the Agreement. The internal comparable of the police bargaining unit is persuasive as it relates to health care and the longevity benefit. However, in negotiations timing is an important factor, and it is noted that the police contract was

approved by City Council on January 8, 2008, long before the realization of the current recession was made manifest.

After carefully considering the facts and evidence presented in this case the following determinations are made:

Issue 1	Article 9	Hours of Work
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Determination:

Article 9

Eliminate Appendix B from the COLLECTIVE BARGAINING AGREEMENT and place it in Article 9 as follows:

BARGAINING UNIT WORK/SUBCONTRACTING

Section 1 Work which is exclusively or normally performed by members of the bargaining unit shall not be transferred to non-bargaining unit employees or outside contractors while bargaining unit members are on layoff from the affected classification, or where a bargaining unit member who is on layoff is qualified to perform the work. Further, such transfer of work shall not be a cause of layoff of bargaining unit employees.

Section 2 Supervisors shall not perform work exclusively performed by bargaining unit employees on non-shift hours that will deny overtime to bargaining unit employees who normally perform such work. Such work may be performed by supervisors only in an emergency, or where a qualified bargaining unit employee is not available in a reasonable time. It is, however, recognized by the parties that due to the size of the city and the small work force, flexibility in the application of the provisions of this article is necessary in order to provide for the public service and perform work in an expedient and cost efficient manner.

Section 3 During the term of this Agreement, should the City propose to sell, lease or otherwise dispose of any operation of the City which impacts upon Bargaining Unit jobs or duties of Bargaining Unit employees, the City shall provide a minimum of thirty (30) days notice to the Union and provide an opportunity for the Union to meet and negotiate over the effects of issues.

Issue 2, 3, and 4 Article 25, Article 40 Wages, Longevity, Duration

Determination:

Article 25 Wages

Modify as follows:

Section 1 – In the first year of the Agreement (November 1, 2008 through October 31, 2009 each employee shall receive a **\$400 bonus*** within two pay periods following the date of ratification of this Agreement. Effective with the pay period that includes August 1, 2009 each employee shall receive a one and one-half percent (1.5%) increase in wages.

Effective the first pay period of November, 2009, each employee shall receive a two percent (2%) increase in pay.

Effective the first pay period of November, 2010, each employee shall receive a two and one-half percent (2.5%) increase in pay.

***Effective on the last day of the Agreement, October 31, 2011, each employee shall have his/her wages increased by one percent (1%) to account for "rolling into the wage scale" the bonus paid in 2009.**

Section 2. New Hires/Probationary. New hires shall be paid at the starting rate on the schedule. Upon completion of probation, the employee shall be moved to the "EOP" rate.

Section 3. Wage Schedule Administration. Employees who are promoted shall be placed on the schedule at the lowest step for the new classification which gives them at least a five percent (5%) increase in pay in their base rate in addition to any longevity which they may be entitled. If this places the employee at the starting rate, the employee shall be

placed at the EOP rate upon completion of probation. The next increase shall be given based on years of full-time service within the applicable classifications.

Section 4. Employees who are demoted shall be placed at the appropriate step of their new classification for their service with the City, including longevity.

Section 5. Employees who hold the classification of Laborer who have or obtain a Commercial Driver's License (CDL) shall receive one dollar (\$1.00) per hour more than the rate of each step of their pay grade, ***provided that they maintain a valid CDL.***

LONGEVITY

Section 6. ***All employees who will not eligible for longevity prior to August 1, 2009 and those employees hired after August 1, 2009, will receive longevity payments based on completed years of full-time service with the Employer from the employee's last date of hire as a full-time employee, according to the following schedule:***

<i>After 5 years of service</i>	<i>\$600 per year</i>
<i>After 10 years of service</i>	<i>\$720 per year</i>
<i>After 14 years of service</i>	<i>\$950 per year</i>
<i>After 19 years of service</i>	<i>\$1,200 per year</i>
<i>After 23 years of service</i>	<i>\$1,380 per year</i>

Section 7 **All employees currently receiving longevity under the previous schedule which reads as follows:** "Employees shall receive a longevity supplement of one percent (1%) of base rate for their classification for each whole year of service in excess of five (5) years as of the contract anniversary date, to a maximum credit of twenty (20) years. "Whole years of service" shall be measured from the employee's last date of hire as a full-time employee" **shall remain on this schedule.**

Article 40 DURATION OF THE AGREEMENT

Section 1. This Agreement shall be effective as of **November 1, 2008 and shall continue in full force and effect through October 31, 2011** and from year to year thereafter, unless either party, not less than ninety (90) days prior to the expiration date of this agreement or an anniversary thereof, gives written notice to the other and to SERB by filing a “notice to negotiate”, of its intent to negotiate to terminate or modify this agreement.

Section 2 Maintain current language

Issue 5, 6, and 7 Articles 27, 28, 29 Call-Out Pay, Shift Differential, Uniforms and Work Shoes
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Determination:

Article 27 CALL-OUT PAY

Maintain Current Language

Article 28 SHIFT DIFFERENTIAL

Section 1. A shift differential of twenty-five cents (\$.25) per hour will be added to the hourly rate of employees working afternoon shift, and thirty-five cents (\$.35) per hour will be added to the hourly rate of employees working night shift. **Effective November 1, 2010 a shift differential of thirty cents (\$.30) per hour will be added to the hourly rate of employees working afternoon shift, and forty cents (\$.40) per hour will be added to the hourly rate of employees working night shift.**

Section 2. For purposes of this article, “Afternoon shift” shall be any regular shift which is scheduled to begin at or after noon, and “night shift” shall be any regular shift which is scheduled to begin at or after 8:00 P.M. Any regular shift which is scheduled to begin at or after 4:00 A.M until noon is not eligible for shift differential.

Article 29 UNIFORM AND WORK SHOES

Section 1. Eligibility. Full-time non-probationary employees holding the following classifications shall receive a shoe allowance and shall be provided uniforms by the Employer.

Meter Reader, Custodian, Water Distribution Operator, Water Treatment Plant Operator, Distribution/Backflow Coordinator, Wastewater Plant Operator, Lab Tech./Chemical Hygiene Officer, Motor Equipment Operator, Mechanic, Laborer, Assistant Superintendent, Lineman, Working Foreman.

Section 2. Shoe Allowance. Each full-time employee holding a classification in Section 1 above, and who has passed the initial probationary period, shall as of January 1 of each year receive an annual shoe allowance in the amount of one hundred dollars (\$100.00), payable in the first pay period of the year. Such employees are required to wear sturdy work boots or sturdy shoes while performing work for the City. A pro-rata share of the allowance shall be paid to a newly hired member of the bargaining unity upon completing his/her probationary period. **Effective November 1, 2009 the shoe allowance shall be increased to one-hundred and twenty-five dollars (\$125.00).**

Section 3. Uniforms/Equipment. The Employer shall provide a minimum of six (6) changes of uniforms for employees in the classifications specified in Section 1 above, which shall be replaced on an annual basis. Such employees shall wear provided uniforms while performing work for the City, except for emergency call-out. Employees are not to wear city uniforms when not on duty or when not en route to work or home. However, the Employer will expend a maximum of six hundred twenty-five dollars (\$625.00) per employee per year for Electrical Department employees and a maximum of three hundred twenty-five dollars (\$325.00) per employee per year for all other employees listed in Section 1. **Effective November 1, 2009 the above listed uniform allowance for Electrical Department and all other employees listed in Section 1 above shall be increased to six hundred and fifty dollars (\$650.00) and three hundred and fifty dollars (\$350.00) respectively.**

Issue 8 Article 30 Insured Benefits and AFSCME Care Plan
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Determination:

Section 1. Premiums for medical insurance coverage for a spouse and/or family members of bargaining unit employees who elect coverage shall be paid by the employer, subject to the provisions below.

Section 2. The current plan shall remain in effect except that Prescription Drug deductible will change to **thirty dollars (\$30.00)** non-generic and **fifteen dollars (\$15.00)** generic effective **August 1, 2009**.

Section 3. Contribution Rates. Effective August 1, 2009 the Employer shall contribute ninety percent (90%) and bargaining unit members shall contribute ten percent (10%) for the premium cost of health care coverage, provided, however, that the maximum employee contribution through October 31, 2010 does not exceed eighty dollars (\$80.00) for family coverage and forty dollars (\$40.00) for single coverage. And from November 2010 through October 31, 2011 the maximum contribution for employees does not exceed ninety dollars (\$90.00) for family coverage and fifty dollars (\$50.00) for single coverage. Eligible employees may elect single or family coverage, as may be applicable. Employee participation costs, as may be applicable, shall be made through payroll deduction. Each employee responsible for any health plan costs shall sign a payroll authorization form for the applicable deduction in order to participate in or continue coverage. Upon enrollment/application of an eligible employee, coverage will commence in accordance with the provisions of the plan, plan provider, or administrator, as applicable.

Section 4. Health Insurance Waiver. Employees who voluntarily waive health insurance coverage may do so in writing through the Finance Department of the city and by providing proof of alternate coverage in January of each year. Such employees may be readmitted to the Plan in accordance with, and subject to, the provisions of the Plan. Employees who waive health insurance coverage shall receive fifty dollars (\$50.00) per month for each month insurance is waived. Where the City provides coverage for husband and wife, neither is eligible for the waiver stipend.

Section 5. Insurance Committee. The Employer and Union agree that an insurance committee is created consisting of the following: one (1) management representative of the City, one (1) representative for the Union, one (1) representative for the OPBA, and one (1) non-bargaining unit, non-management employee chosen by the Employer. The purpose of this committee is to investigate other plan designs and/or policies that may provide a savings in insurance costs. The committee shall make recommendations to the City concerning a plan design and/or policy.

Section 6. Committee Recommendation. The insured plan as described herein shall remain in effect for the duration of this agreement, unless The Committee established above may recommends a change in plan design

and/or policy, in which event the recommendation shall be transmitted to City Council for consideration for adoption.

Section 7. Life Insurance. The City will pay the premium for term life insurance coverage in the amount of fifty thousand dollars (\$50,000) for bargaining unit members under the terms of the master policy.

Section 8. AFSCME Care Plan. Effective November 1, 2005, the Employer shall contribute six dollars and seventy-five cents (\$6.75) per month per employee in the bargaining unit to AFSCME Care Plan to provide Vision I benefits to bargaining unit employees.

Effective August 1, 2009 and throughout the duration of the contract, the Employer shall contribute fifty-six (\$56.00) dollars per month per employee in the bargaining unit to AFSCME Care Plan to provide Dental III benefits to bargaining unit employees.

The only obligation of the Employer is to provide the agreed-upon premium per employee. All administration of benefits is provided by AFSCME Care Plan.

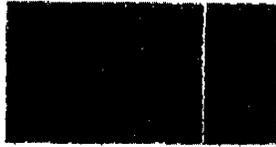
TENTATIVE AGREEMENT

During negotiations, mediation, and fact-finding the parties reached tentative agreements on several issues. These tentative agreements and any unchanged current language are part of the recommendations contained in this report.

The Fact-finder respectfully submits the above recommendations to the parties this 15th day of July 2009 in Portage County, Ohio.

A handwritten signature in black ink, appearing to read "Robert G. Stein", written over a horizontal line.

Robert G. Stein, Fact-finder



CONSULTANTS TO MANAGEMENT

May 12, 2009

Mr. Robert G. Stein
Arbitrator and Mediator
265 W. Main Street, Suite 102
Kent, Ohio 44240-2403

Via Facsimile Transmission:

RE: The City of Columbiana and AFSCME Ohio Council 8, Local 2761
SERB Case No. 2008-MED-07-0745

Dear Mr. Stein:

The Employer hereby submits the following written statement and proposed contract language in accordance with Ohio Revised Code Section 4117.14 and Ohio Administrative Rule 4117-9-05 (F) in preparation for the fact finding hearing scheduled for May 15, 2009.

- 1. The Employer is the City of Columbiana, Ohio.
Mr. Keith Chamberlin, City Manager

The principal representative of the Employer is:

Mr. Michael Esposito
Account Manager/Employer Advocate
Clemans, Nelson & Associates, Inc.
2351 South Arlington Road
Suite A
Akron, Ohio 44319
330-785-7700

- 2. The bargaining unit consists of approximately the following:

OVER A QUARTER-CENTURY OF SERVICE TO EMPLOYERS
2251 SOUTH ARLINGTON ROAD • SUITE A • AKRON, OHIO 44319-1907 • 330/785-7700 • FAX 330/785-4949

(5/12/2009 LCBNC100066432.DOC)

OFFICES IN: COLUMBUS • AKRON • CINCINNATI • ELYRIA • LMA

www.clemansnelson.com

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<u>Classification</u>	<u>Current Number of Employees</u>
Utility Clerk	2
Bookkeeper	1
Utility Clerk/Program Coordinator	0
Lineman	3
Working Foreman	1
Foreman/Water Distribution	1
Foreman/Electric	2
Distribution/Backflow Coordinator	0
Water Distribution Operator	0
Custodian	1
Meter Reader	1
Lab Tech/Chemical Hygiene Officer	0
Laborer	1
Motor Equipment Operator	5
Mechanic	1
Mechanic (Parks/Cemetery)	1
Assistant Superintendent Parks and Cemetery	1
Assistant Zoning and Building Inspector	1
Water Treatment Plant Operator	4
Wastewater Plant Operator	1
Wastewater Plant Operator II	0
Wastewater Plant Operator III	3
<hr/> Total	<hr/> 30

3. This is a successor agreement. At the time of hearing, the parties will have been negotiating for approximately eight (8) months. During this time, the parties met on approximately seven (7) occasions.

Unfortunately, the parties have not formally executed any tentatively agreed upon articles. Therefore, it is with some uncertainty that the following list is presented. However, going into this proceeding, it does not appear as though either party has put forward any proposed changes in language for the following articles. Accordingly, the Employer's belief and position for purposes of fact finding are that current contract language would remain unchanged as set forth below.

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1. Article 1, Preamble
 2. Article 2, Definitions
 3. Article 5, Management Rights
 4. Article 6, Union Representation
 5. Article 8, No Strike/No Lockout
 6. Article 10, Employment Status
 7. Article 11, Probationary period
 8. Article 12, Disciplinary Procedures
 9. Article 13, Bulletin Boards
 10. Article 15, Labor Management Committee
 11. Article 16, Seniority
 12. Article 18, Leaves of Absence
 13. Article 19, Court Leave
 14. Article 21, Vacancies & Promotions
 15. Article 23, Holidays
 16. Article 26, Temporary Transfers
 17. Article 31, Personnel Files & Records
 18. Article 32, Rules & Regulations
 19. Article 22, Position Descriptions & Classifications
 20. Article 34, Expense Reimbursement
 21. Article 35, Attendance Bonus
 22. Article 36, Safety & Health
 23. Article 37, Drug Free Workplace Policy
 24. Article 38, Severability
 25. Article 39, Waiver in Case of Emergency
4. During the course of negotiations, the union at several points indicated that certain portions of the proposed language were unobjectionable, but the parties never actually signed off on the language. Additionally, the parties primarily were dealing in the form of contingent packages over the last few bargaining sessions.¹ Consequently, some of the issues identified below may not actually need to be submitted for hearing.

¹ The lack of clearly resolved issues is more a function of the Employer's current representative succeeding a previous representative where the parties dealt with each other verbally as opposed to written TAs on each issue.

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In the interest of preserving them should that not be the case, the unresolved issues, along with a brief summary of the Employer's position on each, are as follows:

Issue 1 **Article 3, Recognition**

During negotiations, the parties discussed at length cleaning up the recognition clause to incorporate numerous classifications that are utilized by the Employer and eliminating other classifications that are obsolete or better suited for exclusion. The Employer has proposed language that it believes more accurately reflects the proper composition of the unit and utilized classifications. Additionally, the Employer has proposed to modify the language to address new classifications by requiring that the parties engage in negotiations under R.C. 4117 when dealing with this issue.

Issue 2 **Article 4, Non-Discrimination**

The Employer is proposing to revise the language to more accurately reflect the legally recognized classifications to which this language should be applied. The Employer has also proposed non-substantive titling to reflect content. Lastly, the Employer has proposed to remove the prohibition on arbitration over grievances concerning this article. This change is necessary because of case law that has held that barring such claims from the arbitration procedure is discrimination in and of itself.

Issue 3 **Article 7, Dues Deduction and Fair Share Fee**

The Employer has proposed to modify the language to address the legal requirements that it must adhere to in order to ensure that the union's fair share fee notice and rebate procedure adequately protects the rights of employees that do not wish to become members of the union.

Issue 4 **Article 9, Bargaining Unit Work/Subcontracting**

The Employer has proposed to modify the language to eliminate language that contradicts itself and incorporate into the contract language acknowledging the Employer's duty to bargain the impact of decisions to reassign or subcontract bargaining unit work. Ultimately, however, this is a right that would remain vested with the Employer.

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Issue 5 **Article 14, Grievance Procedure**

The Employer has proposed a number of non-substantive and unobjectionable organization changes to this article, adding titles to reflect content and ordering language so that related language is grouped together. The Employer also has proposed language that would provide a minor increase to the arbitration panel request size and add requirements of Ohio residency and National Academy certification for neutrals. The parties would then select the neutral by striking objectionable names from the list and returning it to FMCS for matching.

The only issue that the union has indicated any objection to is the explicit acknowledgement that arbitration awards are subject to appeal under the provisions of the ORC. While seemingly unnecessary, this provision has now become a necessity as a number of cases have emerged where arbitrators have penalized a party for seeking a review of an award where arbitral conduct was in question.

Issue 6 **Article 17, Layoff and Recall**

The Employer has proposed modifications to the layoff and recall procedure to ensure that the parties' negotiated language will control in the event that it becomes necessary to exercise this language. The Employer has also proposed non-substantive titling and clean up that will allow the parties to better administer the language. The union indicated that these changes were unobjectionable, but was unable to sign off on the language because of a change proposed to the last section of the article.

In this section the Employer proposed that it be restricted from hiring personnel into a classification from which members were on layoff (without giving them an opportunity to first return) but eliminated the restriction on not allowing a promotion into the classification. Under the former language, a more senior member in a lower classification that was not bumped due to his seniority would be precluded from ever receiving a promotion (example: a wastewater operator I that obtains his operator II license would not be able to be elevated to the operator II classification if a less senior member had been laid off from that classification). In effect, this creates a complete holding pattern during a reduction, devalues seniority, and lessens the incentive for employees to improve themselves if anyone above them (with less seniority) is laid off.

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Issue 7 **Article 20, Hours of Work and Overtime**

The Employer has proposed reasonable language requiring that overtime be paid in accordance with the mandates of the FLSA, and other simple non-substantive titling of sections. The Employer has also proposed language, and *the union has verbally indicated acceptance, modifying the overtime rotation procedure and dealing with employees that do not appear for duty after accepting overtime work.*

Issue 8 **Article 22, Vacation**

The union has proposed a new vacation schedule which it provided by fax to the Employer on 5/11. The Employer is willing to accept the union's proposal and anticipates that the union will not have an issue with the simple titling of sections to reflect content elsewhere in its proposed language.

Issue 9 **Article 24, Sick Leave**

The Employer has proposed non-substantive titling and language consistent with R.C. 124.38 concerning the administration of this benefit. The Employer has also proposed language limiting the exposure of the City to leave earned with other public employers that should not be hoisted onto the shoulders of the taxpayers of the City of Columbiana for all new hires.

Issue 10 **Article 25, Wages**

The Employer has proposed that wage rates remain unchanged for the first year of the agreement, and that increase of one and one-half percent (1.5%) be given effective eighteen (18) months and thirty (30) months after execution of the new agreement. The Employer has proposed to eliminate expired contract language elsewhere and deal with an antiquated longevity system in a new article and side letter.

Issue 11 **New Article, Longevity & Side Letter**

The Employer has proposed to eliminate the former longevity system from the previous wage article, and adopt a longevity scale for new hires that ranges from \$250 per year to \$1,250 per year depending on years of service. For current employees, the Employer has proposed a side letter that would lock in

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fixed dollar amount longevity payments that were previously received in the form of a one percent (1%) to twenty percent (20%) wage supplement beginning after five (5) years of service. Employees would then be eligible to transition onto the new longevity schedule if at any time during their tenure the new longevity schedule produced a payment that was greater than the amount that they would receive annually under the side letter.

Issue 12 **Article 27, Call-Out Pay**

The Employer has proposed to retain current contract language with no change in the benefit level.

Issue 13 **Article 13, Shift Differential**

The Employer has proposed to retain current contract language with no change in the benefit level.

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The Employer has proposed language that reflects a new three (3) year agreement, effective upon execution and expiring three (3) years thereafter.

Mr. Robert G. Stein
May 12, 2009
Page 8

Issue 17 **New Article, Severance of Prior Agreements/Mid-Term Bargaining**

The Employer has proposed language to address its mid-term bargaining obligation for issues that are not covered by the agreement and SERB's Toledo decision.

Issue 18 **New Article, Application of Civil Service Law**

The Employer has proposed language to clarify the relationship between the parties' collective bargaining agreement and Ohio Civil Service Law.

We look forward to seeing you on May 15th. As I stated previously, some of these issues may bear some further discussion and inevitably may not have to proceed to hearing. The Employer believes that if the parties engage in mediation it would result in a substantial narrowing of the issues, if not the total elimination of the need to conduct a formal fact finding proceeding.

Sincerely,

CLEMANS, NELSON & ASSOCIATES, INC.



Michael D. Esposito
Account Manager/Employer Advocate

MDE/mlh

cc: Cindy Michaels, AFSCME Staff Representative (via facsimile transmission)

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing pre-hearing statement in preparation for the fact finding hearing between the City of Columbiana and AFSCME Ohio Council 8, Local 2761 scheduled for May 15, 2009, was delivered by facsimile transmission to Robert G. Stein, Fact Finder in this matter, on May 12, 2009. A copy of this pre-hearing statement was also delivered via hand to Cindy Michael, AFSCME Staff Representative at 150 South Four Mile Road, Youngstown, Ohio 45515 on May 13, 2009.



Michael D. Esposito
Employer Representative



CONSULTANTS TO MANAGEMENT

May 12, 2009

Mr. Robert G. Stein
Arbitrator and Mediator
265 W. Main Street, Suite 102
Kent, Ohio 44240-2403

Via Facsimile Transmission

RE: The City of Columbiana and AFSCME Ohio Council 8, Local 2761
SERB Case No. 2008-MED-07-0745

Dear Mr. Stein:

The Employer hereby submits the following written statement and proposed contract language in accordance with Ohio Revised Code Section 4117.14 and Ohio Administrative Rule 4117-9-05 (F) in preparation for the fact finding hearing scheduled for May 15, 2009.

1. The Employer is the City of Columbiana, Ohio.
Mr. Keith Chamberlin, City Manager

The principal representative of the Employer is:

Mr. Michael Esposito
Account Manager/Employer Advocate
Clemans, Nelson & Associates, Inc.
2351 South Arlington Road
Suite A
Akron, Ohio 44319
330-785-7700

2. The bargaining unit consists of approximately the following:

OVER A QUARTER-CENTURY OF SERVICE TO EMPLOYERS

2351 SOUTH ARLINGTON ROAD • SUITE A • AKRON, OHIO 44319-1907 • 330/785-7700 • FAX 330/785-4949

OFFICES IN: COLUMBUS • AKRON • CINCINNATI • ELYRIA • LIMA

{5/12/2009 LCBNC100066452.DOC}

www.clemansnelson.com

<u>Classification</u>	<u>Current Number of Employees</u>
Utility Clerk	2
Bookkeeper	1
Utility Clerk/Program Coordinator	0
Lineman	3
Working Foreman	1
Foreman/Water Distribution	1
Foreman/Electric	2
Distribution/Backflow Coordinator	0
Water Distribution Operator	0
Custodian	1
Meter Reader	1
Lab Tech/Chemical Hygiene Officer	0
Laborer	1
Motor Equipment Operator	5
Mechanic	1
Mechanic (Parks/Cemetery)	1
Assistant Superintendent Parks and Cemetery	1
Assistant Zoning and Building Inspector	1
Water Treatment Plant Operator	4
Wastewater Plant Operator	1
Wastewater Plant Operator II	0
Wastewater Plant Operator III	3
<hr/>	
Total	30

3. This is a successor agreement. At the time of hearing, the parties will have been negotiating for approximately eight (8) months. During this time, the parties met on approximately seven (7) occasions.

Unfortunately, the parties have not formally executed any tentatively agreed upon articles. Therefore, it is with some uncertainty that the following list is presented. However, going into this proceeding, it does not appear as though either party has put forward any proposed changes in language for the following articles. Accordingly, the Employer's belief and position for purposes of fact finding are that current contract language would remain unchanged as set forth below.

1. Article 1, Preamble
 2. Article 2, Definitions
 3. Article 5, Management Rights
 4. Article 6, Union Representation
 5. Article 8, No Strike/No Lockout
 6. Article 10, Employment Status
 7. Article 11, Probationary period
 8. Article 12, Disciplinary Procedures
 9. Article 13, Bulletin Boards
 10. Article 15, Labor Management Committee
 11. Article 16, Seniority
 12. Article 18, Leaves of Absence
 13. Article 19, Court Leave
 14. Article 21, Vacancies & Promotions
 15. Article 23, Holidays
 16. Article 26, Temporary Transfers
 17. Article 31, Personnel Files & Records
 18. Article 32, Rules & Regulations
 19. Article 22, Position Descriptions & Classifications
 20. Article 34, Expense Reimbursement
 21. Article 35, Attendance Bonus
 22. Article 36, Safety & Health
 23. Article 37, Drug Free Workplace Policy
 24. Article 38, Severability
 25. Article 39, Waiver in Case of Emergency
4. During the course of negotiations, the union at several points indicated that certain portions of the proposed language were unobjectionable, but the parties never actually signed off on the language. Additionally, the parties primarily were dealing in the form of contingent packages over the last few bargaining sessions.¹ Consequently, some of the issues identified below may not actually need to be submitted for hearing.

¹ The lack of clearly resolved issues is more a function of the Employer's current representative succeeding a previous representative where the parties dealt with each other verbally as opposed to written TAs on each issue.

In the interest of preserving them should that not be the case, the unresolved issues, along with a brief summary of the Employer's position on each, are as follows:

Issue 1 **Article 3, Recognition**

During negotiations, the parties discussed at length cleaning up the recognition clause to incorporate numerous classifications that are utilized by the Employer and eliminating other classifications that are obsolete or better suited for exclusion. The Employer has proposed language that it believes more accurately reflects the proper composition of the unit and utilized classifications. Additionally, the Employer has proposed to modify the language to address new classifications by requiring that the parties engage in negotiations under R.C. 4117 when dealing with this issue.

Issue 2 **Article 4, Non-Discrimination**

The Employer is proposing to revise the language to more accurately reflect the legally recognized classifications to which this language should be applied. The Employer has also proposed non-substantive titling to reflect content. Lastly, the Employer has proposed to remove the prohibition on arbitration over grievances concerning this article. This change is necessary because of case law that has held that barring such claims from the arbitration procedure is discrimination in and of itself.

Issue 3 **Article 7, Dues Deduction and Fair Share Fee**

The Employer has proposed to modify the language to address the legal requirements that it must adhere to in order to ensure that the union's fair share fee notice and rebate procedure adequately protects the rights of employees that do not wish to become members of the union.

Issue 4 **Article 9, Bargaining Unit Work/Subcontracting**

The Employer has proposed to modify the language to eliminate language that contradicts itself and incorporate into the contract language acknowledging the Employer's duty to bargain the impact of decisions to reassign or subcontract bargaining unit work. Ultimately, however, this is a right that would remain vested with the Employer.

Issue 5 **Article 14, Grievance Procedure**

The Employer has proposed a number of non-substantive and unobjectionable organization changes to this article, adding titles to reflect content and ordering language so that related language is grouped together. The Employer also has proposed language that would provide a minor increase to the arbitration panel request size and add requirements of Ohio residency and National Academy certification for neutrals. The parties would then select the neutral by striking objectionable names from the list and returning it to FMCS for matching.

The only issue that the union has indicated any objection to is the explicit acknowledgement that arbitration awards are subject to appeal under the provisions of the ORC. While seemingly unnecessary, this provision has now become a necessity as a number of cases have emerged where arbitrators have penalized a party for seeking a review of an award where arbitral conduct was in question.

Issue 6 **Article 17, Layoff and Recall**

The Employer has proposed modifications to the layoff and recall procedure to ensure that the parties' negotiated language will control in the event that it becomes necessary to exercise this language. The Employer has also proposed non-substantive titling and clean up that will allow the parties to better administer the language. The union indicated that these changes were unobjectionable, but was unable to sign off on the language because of a change proposed to the last section of the article.

In this section the Employer proposed that it be restricted from hiring personnel into a classification from which members were on layoff (without giving them an opportunity to first return) but eliminated the restriction on not allowing a promotion into the classification. Under the former language, a more senior member in a lower classification that was not bumped due to his seniority would be precluded from ever receiving a promotion (example: a wastewater operator I that obtains his operator II license would not be able to be elevated to the operator II classification if a less senior member had been laid off from that classification). In effect, this creates a complete holding pattern during a reduction, devalues seniority, and lessens the incentive for employees to improve themselves if anyone above them (with less seniority) is laid off.

Issue 7 **Article 20, Hours of Work and Overtime**

The Employer has proposed reasonable language requiring that overtime be paid in accordance with the mandates of the FLSA, and other simple non-substantive titling of sections. The Employer has also proposed language, and the union has verbally indicated acceptance, modifying the overtime rotation procedure and dealing with employees that do not appear for duty after accepting overtime work.

Issue 8 **Article 22, Vacation**

The union has proposed a new vacation schedule which it provided by fax to the Employer on 5/11. The Employer is willing to accept the union's proposal and anticipates that the union will not have an issue with the simple titling of sections to reflect content elsewhere in its proposed language.

Issue 9 **Article 24, Sick Leave**

The Employer has proposed non-substantive titling and language consistent with R.C. 124.38 concerning the administration of this benefit. The Employer has also proposed language limiting the exposure of the City to leave earned with other public employers that should not be hoisted onto the shoulders of the taxpayers of the City of Columbiana for all new hires.

Issue 10 **Article 25, Wages**

The Employer has proposed that wage rates remain unchanged for the first year of the agreement, and that increase of one and one-half percent (1.5%) be given effective eighteen (18) months and thirty (30) months after execution of the new agreement. The Employer has proposed to eliminate expired contract language elsewhere and deal with an antiquated longevity system in a new article and side letter.

Issue 11 **New Article, Longevity & Side Letter**

The Employer has proposed to eliminate the former longevity system from the previous wage article, and adopt a longevity scale for new hires that ranges from \$250 per year to \$1,250 per year depending on years of service. For current employees, the Employer has proposed a side letter that would lock in

fixed dollar amount longevity payments that were previously received in the form of a one percent (1%) to twenty percent (20%) wage supplement beginning after five (5) years of service. Employees would then be eligible to transition onto the new longevity schedule if at any time during their tenure the new longevity schedule produced a payment that was greater than the amount that they would receive annually under the side letter.

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Mr. Robert G. Stein
May 12, 2009
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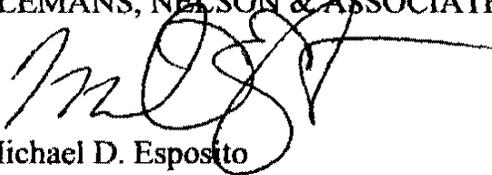
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Sincerely,

CLEMANS, NELSON & ASSOCIATES, INC.



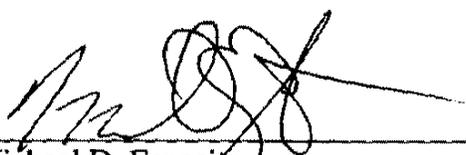
Michael D. Esposito
Account Manager/Employer Advocate

MDE/mlh

cc: Cindy Michaels, AFSCME Staff Representative (via facsimile transmission)

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing pre-hearing statement in preparation for the fact finding hearing between the City of Columbiana and AFSCME Ohio Council 8, Local 2761 scheduled for May 15, 2009, was delivered by facsimile transmission to Robert G. Stein, Fact Finder in this matter, on May 12, 2009. A copy of this pre-hearing statement was also delivered via hand to Cindy Michael, AFSCME Staff Representative at 150 South Four Mile Road, Youngstown, Ohio 45515 on May 13, 2009.



Michael D. Esposito
Employer Representative



150 South Four Mile Run Road
 Youngstown, Ohio 44515-3187
 Telephone: (330) 792-4500
 Fax: (330) 792-5240
 Toll Free: (800) 361-6775

John Filak
 Regional Director

May 7, 2009

John A. Lyall
 President
 Harold Mitchell
 First Vice President
 Eric Clemons
 Secretary-Treasurer
 Cenia M. Willis
 Recording Secretary

Vice Presidents

Akron
 Thomas G. Mornseweck
 Eddie W. Lawson

Athens
 John Dillon, II
 Mary A. Snow

Cincinnati
 Emily M. Moore
 Randal F. Moore

Cleveland
 Pamela D. Brown
 Julie M. Albers

Columbus
 Douglas C. Moore
 Leslie A. Patterson

Dayton
 Ruth Ritchie
 Kenneth Sullridge

Toledo
 Sandra L. Cautcher
 Thomas Kosek, Jr.

Youngstown
 Pamela S. Shelton
 Michael Niro

Trustees

Kimberly N. Gaines
 Peg N. McClain
 Helen S. Youngblood

Robert G. Stein
 265 W. Main Street
 Suite 102
 Kent, OH 44240-2403

RE: Case No. 08-MED-07-0745
 AFSCME, Ohio Council 8, Local 2761
 and City of Columbiana

Dear Mr. Stein:

1. The name of the employee organization is AFSCME Ohio Council 8 and Local 2761. The employee representative is Staff Representative Cindy A. Michael. The address is 150 South Four Mile Run Road, Youngstown, Ohio 44515.
2. The Local 2761 bargaining unit includes approximately 31 members.
3. Local 2761 is a SERB-certified unit and Local 2761's Recognition clause is attached as Exhibit A.
4. Copy of the collective bargaining agreement is attached as Exhibit B.
5. Prior to the collective bargaining agreement's expiration and after, the parties bargained using the traditional method approximately six times.
6. The statement specifying all unresolved issues as of March 26, 2009 and the position of AFSCME, with respect to each unresolved issue is attached.

Sincerely,

Cindy A. Michael
 Staff Representative

CAM/ms



May 14, 2009

Robert G. Stein
Arbitrator/Mediator
265 W. Main Street
Suite 102
Kent, OH 44240-2403

RE: Case No: 2008-MED-07-0745
City of Columbiana and AFSCME Local 2761

Dear Mr. Stein:

Contained within are the proposals of Management and the Union as I believe them to be. I have presented each proposed article change and submitted the Union's position and what I believe through negotiations, Management's position on each.

I look forward to meeting you and working with you. I will have prepared exhibits to present to you at our meeting.

Sincerely,

Cindy A. Michael
Staff Representative

xc: Michael Esposito, Representative for Employer

CAM/ms

CURRENT CONTRACT LANGUAGE

1. Article 1, Preamble
2. Article 2, Definitions
3. Article 5, Management Rights
4. Article 6, Union Representation
5. Article 8, No Strike/No Lockout
6. Article 10, Employment Status
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19. Article 22, Position Descriptions & Classifications
20. Article 34, Expense Reimbursement
21. Article 35, Attendance Bonus
22. Article 36, Safety & Health
23. Article 37, Drug Free Workplace Policy
24. Article 38, Severability
25. Article 39, Waiver in Case of Emergency

EMPLOYER'S PROPOSAL
ISSUE 1, ARTICLE 3
RECOGNITION

Section 1. The City recognizes the Union as the sole and exclusive representative for all employees in the Bargaining Unit as defined in SERB Case No. 01-REP-06-0136 and described as follows:

Included: ~~All employees of the City of Columbiana including:~~ Utility Clerk, Bookkeeper, ~~Utility Clerk/Program Coordinator,~~ Lineman *I*, *Lineman II*, *Lineman III*, Working Foreman (Water, Street, Sewer), Foreman/Water Distribution, Foreman (Electric), Distribution/Backflow Coordinator, Water Distribution Operator, *Water Distribution Operator II*, Custodian, Meter Reader, ~~Lab Tech/Chemical Hygiene Officer;~~ Laborer, Motor Equipment Operator, Mechanic *I*, *Mechanic II*, ~~Mechanic (Park/Cemetery);~~ Assistant Superintendent Parks & Cemetery, Assistant Zoning and Building Inspector, Water Treatment Plant Operator, *Water Treatment Plant Operator I*, *Water Treatment Plant Operator II*, *Water Treatment Plant Operator III*, Wastewater Plant Operator, *Wastewater Plant Operator I*, Wastewater Plant Operator II, Wastewater Plant Operator III.

Excluded: All management level, supervisory and confidential employees as defined in the Act, seasonal and casual employees as defined by the Board, *and other employees not certified by the Board as belonging to the unit*, including, *but not limited to:* City Manager, Finance Director, Law Director, Service Director, *Assistant Superintendent Parks & Cemetery;* Superintendent Parks, Cemetery and Recreation; Superintendent *of* Wastewater Treatment Plant, Chief *Superintendent of* Water Treatment Plant Operator, *Superintendent of Light and Power;* Administrative Assistant to the City Manager, Clerk (Income Tax/Payroll); and all employees in the Police, Emergency Medical Service and Fire Department.

UNION'S POSITION:

Union rejects this proposal and wishes to remain current contract language.

EMPLOYER'S PROPOSAL
ISSUE 1
ARTICLE 3
RECOGNITION

Section 2. Newly Established Classifications. Should the City establish new classifications in the Park, Recreational and Cemetery Department, the Service Department, the Building and Zoning Department and the Finance Department during the term of this Agreement, the Union and the Employer shall meet within ten (10) days of the establishment thereof to discuss whether such classifications are appropriately within the bargaining unit. Should the parties not agree within thirty (30) days of first meeting, either party may petition the State Employment Relations Board for a determination.

The Employer shall establish wage rates for new bargaining unit classifications based upon an appropriate differential from existing positions. *At the request of the union, the Employer agrees to meet and discuss any newly established rate.* Should the Union disagree with such established rates, the Union may request negotiation on the issue of wage rates for the newly established position. ~~Should the parties not agree on such wage rates, the Union may file a grievance at Step 3 of the Grievance Procedure~~ *execute a notice to negotiate over the matter, in accordance with R.C. 4117.*

Section 3. The Union and its employees, agents or representatives shall deal solely and exclusively with the City's authorized representatives on all labor and contract matters and shall not circumvent the Employer's representatives in such matters.

UNION'S POSITION:

Union does not recognize this proposal as one that was presented to our negotiating team during negotiations. I first saw this proposal on May 12, 2009, sent via e-mail by Mike Esposito. Union will stay with current contract language.

EMPLOYER'S PROPOSAL
ISSUE 2
ARTICLE 4
NON-DISCRIMINATION

Section 1. Neither the Employer nor the Union shall discriminate against any bargaining unit employee on the basis of age, sex, race, color, ~~creed~~ **religion**, national origin, ~~political affiliation, marital status,~~ **military status**, or disability or handicap which does not interfere with the ability to perform the essential functions of the job. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

UNION'S POSITION:

Union does not recognize this proposal as one that was presented to our negotiating team during negotiations. I first saw this proposal on May 12, 2009 sent via e-mail by Mike Esposito. Union will stay with the current contract language.

~~**Section 2.** Where there is an alleged violation of the provisions of this Article that qualifies for appeal under the rules of the Equal Employment Opportunity Commission or the Ohio Civil Rights Commission, such matter shall be appealable through the grievance procedure contained in this Agreement up to and including Step 4, but not arbitration. The Employer, the employees and their representatives, however, may meet in an effort to resolve the alleged violation prior to the appeal to any outside agency.~~

UNION'S POSITION:

The Union does not believe that it is familiar with this Article. Union wishes to maintain current contract language.

Section 3 2. Gender Neutral. All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

Section 4 3. Union/Non-Union Affiliation. Neither the Employer nor the Union shall discriminate against, interfere with, restrain, coerce, or take any reprisal action against any employee for participation or non-participation in or affiliation or non-affiliation with the Union or because of any lawful activity on behalf of the Union.

EMPLOYER'S PROPOSAL
ISSUE 3, ARTICLE 7
DUES DEDUCTIONS AND FAIR SHARE FEE

Section 1. The Employer agrees to deduct AFSCME membership dues, fees and assessments in accordance with this article for members of the bargaining unit who are members of the Union.

Section 2. Dues Deduction. The employer agrees to deduct regular AFSCME membership dues from each pay of any employee in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will deduct AFSCME dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

Section 3. Fair Share Fees. Employees hired into a bargaining unit position on or after the signing date of this agreement shall be required, as a condition of employment, to have deducted from his/her pay, either voluntary union dues, or an involuntary "fair share fee", in an amount determined by the Union and transmitted in writing to the Employer. ~~Dues shall be effective the first pay period after the receipt of the written authorization form (SEE LAST SENTENCE SECTION 2)~~ Fair Share Fee shall be effective sixty-one (61) days from the employee's date of hire. Employees who are members of the Union as of the date of this agreement, and who resign Union membership, shall be required to pay a fair share fee.

Section 4. Fair Share Fee Deduction Procedure. *The assessment and collection of all fair share fees including, but not limited to, automatic payroll deductions, shall be in accordance with Ohio Revised Code, Section 4117.09©. The fair share fee amount shall be certified to the Employer by the union and shall not exceed the amount of union dues. Fair share fees covers each employee's prorata share of: (1) the direct costs incurred by the Union in negotiating and administering this Agreement and of settling grievances and other disputes arising under this Agreement; and (2) the Union's expenses incurred for activities normally and reasonably employed to effectuate its duties as the exclusive representative of the employees in the bargaining unit covered by this Agreement. The deduction of fair share fees from any earnings of an employee shall be automatic, and does not require a written authorization for payroll deduction. The Employer's responsibility to deduct such fair share fees is contingent, however, upon the Union's fulfillment of all obligations imposed upon it by this article. All disputes concerning the amount of fair share fee shall not be subject to the grievance procedure of this Agreement. Disputes of this nature shall be resolved under the*

union's internal rebate reduction procedure, and the union warrants to the Employer that it has in place a fair share fee notice and rebate procedure that complies with state and federal law.

UNION'S POSITION:

The Union could agree to this language - change proposal.

Section 4 5. Indemnification. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article regarding the deduction of membership dues, fees or assessments. AFSCME hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this article. Once the funds are remitted to AFSCME, their disposition thereafter shall be the sole and exclusive obligation and responsibility of AFSCME.

Section 5 6. Termination of Dues Deduction Obligation. The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; (5) revocation of the check-off authorization; or (6) resignation by the employee from AFSCME.

Section 6 7. Deduction Limitations. The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of AFSCME dues.

Section 7 8. Processing Errors. The parties agree that neither the employees nor AFSCME shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is agreed that an error was made, it will be corrected at the next pay period by deducting the proper amount.

Section 8 9. Certification of Deductions/Remittance. The rate at which dues and fees are to be deducted shall be certified to the Employer by the Treasurer of the Union during January of each year. One (1) month advance notice must be given the Finance Director of the City prior to making any changes in an individual's dues deductions. The Employer shall remit the aggregate of Union dues deductions and a list of employees from whom dues have been deducted within ten (10) days of

payroll date to: Ohio Council 8, 6800 N. High Street, Worthington, OH 43085, Attention: Controller.

Section 9 10. Deductions provided for in this article shall be made during each pay period. In the event a deduction is not made for any AFSCME member during any particular month, the Employer, upon written verification of the union, will make appropriate deduction from the following pay period if the deduction does not exceed the total of two (2) months regular dues. The Employer will not deduct more than two (2) months' regular dues from the pay of any AFSCME member.

EMPLOYER'S PROPOSAL

ISSUE 4, ARTICLE 9

BARGAINING UNIT WORK/SUBCONTRACTING

Section 1. ~~Work which is exclusively or normally performed by members of the bargaining unit shall not be transferred to non-bargaining unit employees or outside contractors while bargaining unit members are on layoff from the effected classification, or where a bargaining unit member who is on layoff is qualified to perform the work. Further, such transfer of work shall not be a cause of layoff of bargaining unit employees. *The union recognizes and acknowledges the ability of the Employer to subcontract work or otherwise assign work to meet its operational needs.*~~

~~Supervisors shall not perform work exclusively performed by bargaining unit employees on non-shift hours that will deny overtime to bargaining unit employees who normally perform such work. Such work may be performed by supervisors only in an emergency, or where a qualified bargaining unit employee is not available in a reasonable time. It is, however, recognized by the parties that due to the size of the city and the small work force, flexibility in the application of the provisions of this article is necessary in order to provide for the public service and perform work in an expedient and cost efficient manner.~~

UNION'S POSITION:

The Union does not recognize this proposal as one that was presented to our negotiating team during negotiations. I first saw this proposal on May 12, 2009 sent via e-mail by Mike Esposito. Union will stay with the current contract language.

EMPLOYER'S POSITION:

Appendix B - Letter of Agreement

Section 2

APPENDIX B
LETTER OF AGREEMENT

Section 2. Notice/Bargaining for Subcontracting Reductions. During the term of this Agreement, should the City propose to sell, lease or otherwise dispose of any operation of the City which impacts upon Bargaining Unit jobs or duties of Bargaining Unit employees, the City shall provide a minimum of thirty (30) days notice to the Union and provide an opportunity for the Union to meet and negotiate over the effects of issues.

UNION'S POSITION:

Union does not recognize this proposal as one that was presented to our negotiating team during negotiations. I first saw this proposal on May 12, 2009 sent via e-mail by Mike Esposito.

EMPLOYER'S PROPOSAL
ISSUE 5, ARTICLE 14
GRIEVANCE PROCEDURE

Section 1. The grievance procedure is a formal mechanism intended to ensure that employee grievances arising from those misunderstandings that will inevitably develop in the day-to-day activities of public service are promptly heard, answered and appropriate action taken to correct a particular situation.

Section 2. Definition. The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation or improper application of this Agreement. It is not intended that the grievance procedure be used to affect changes in the Articles of this Agreement.

Section 3. Group Grievances. A grievance under this procedure may be brought by any member of the bargaining unit. Where a group of the bargaining unit members desires to file a grievance involving a situation affecting each member, one (1) member selected by such group will process the grievance.

Section 4. Grievance Processing. All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step. A grievance may be filed at the step where the decision by Management being grieved has been made. Where an employee reports directly to a department head, the department head is to be considered the "supervisor" for purposes of the grievance procedure, and Step 2 of the procedure, below, is to be omitted.

UNION'S POSITION:

The Union wishes to retain current contract language and has no reasonable explanation presented in the Union's opinion to change current contract language.

~~Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of the City's answer at the last completed step. Any grievance not answered by the City within the stipulated time limits shall be considered to have been answered in the negative and may be appealed to the next step of the grievance procedure, however, the City shall not establish a practice of not answering grievances. (SEE SECTION 6, NEW LANGUAGE)~~

Section 5. Grievance Forms/Contents. The written grievance shall be submitted on the consecutively numbered grievance form attached as Appendix B to the supervisor, with a copy to the City Manager's Office and shall contain the following information:

- A. Aggrieved employee's name;
- B. Date and time of incident giving rise to grievance;
- C. Date and time grievance was first discussed;
- D. Date grievance was filed in writing at Step 1;
- E. A statement as to the specific Articles and Sections of the Agreement violated;
- F. A brief statement of the facts involved in the grievance;
- G. The remedy requested to resolve the grievance.

Section 6. Time Limits. The time limitations provided for in this Article may be extended by mutual agreement between the Employer and the Union. Working days, as used in this Article, shall not include Saturdays, Sundays or holidays specified in this agreement. *Where the Employer fails to respond to a grievance within the applicable time limitations the grievance shall be deemed to have been answered in the negative, and the employee/union may process the grievance to the next step of the procedure in accordance with the applicable time limitations.*

Grievances that are not appealed to the next step within the applicable time limitations shall be deemed resolved on the basis of the Employer's last answer.

UNION'S POSITION:

The Union wishes to retain current contract language and has no reasonable explanation presented in the Union's opinion to change current contract language.

Section 7. Procedure. Each grievance shall be processed in the following manner:

INFORMAL STEP

An employee having a grievance will first bring that complaint verbally, within five (5) working days of the incident giving rise to the grievance or the employee's knowledge of the incident, to the attention of the employee's immediate supervisor. The supervisor shall discuss the grievance with the employee and within twenty-four (24) hours of their discussion respond to the employee with an answer. If the employee is not satisfied with the response given by the supervisor, the employee shall within five (5) working days reduce the grievance to writing on the agreed form and submit at Step 1.

STEP 1 - SUPERVISOR

The Supervisor, within five (5) working days of receipt of a written grievance, shall schedule a formal meeting between him/herself and the employee filing the grievance. Prior to this meeting, the supervisor shall make a complete and thorough investigation of all allegations contained in the grievance. The supervisor shall provide the employee with his/her written response to the grievance within five (5) working days of the meeting. If the employee is not satisfied with the written response of the supervisor, the employee may, within five (5) working days, pursue the grievance to Step 2 of the procedure.

STEP 2 – DEPARTMENT HEAD

The Department Head, within five (5) working days of receipt of a written grievance, shall schedule a formal meeting between him/herself and the employee filing the grievance. Prior to this meeting, the Department Head shall make a complete and thorough investigation of all allegations contained in the grievance. The Department Head shall provide the employee with his/her written response to the grievance within five (5) working days of the meeting. If the employee is not

satisfied with the written response of the Department Head, the employee may, within five (5) working days, pursue the grievance to Step 3 of the procedure.

STEP 3 - CITY MANAGER

The City Manager, within five (5) working days of receipt of a written grievance, shall schedule a formal meeting between him/herself and the employee filing the grievance. Prior to this meeting, the City Manager shall make a complete and thorough investigation of all the allegations contained in the grievance. Within five (5) working days after the meeting, the City Manager shall provide the employee with his/her written response to the grievance. If the employee is not satisfied with the written response received from the City Manager, the employee may, within five (5) working days, pursue the grievance to Step 4 of the procedure.

STEP 4 - ARBITRATION

If the grievance is not satisfactorily settled in Step 3, the Union may submit the grievance to Final and Binding Arbitration by submitting a letter of intent to the City Manager within thirty (30) days of the date of the answer at Step 3, and by submitting a *joint* request to the Federal Mediation and Conciliation Service (FMCS) for a list of ~~seven (7)~~ *local nine (9) Ohio Resident, National Academy Certified* arbitrators within twenty (20) days of the date of the letter of intent, with a copy of such request delivered to the Employer. In the event the letter of intent or the referral to arbitration is not submitted within the time limits prescribed, the grievance shall be considered resolved based upon the Step 3 reply. Nothing in this section shall prevent the parties from being able to mediate a grievance resolution prior to the actual arbitration hearing.

UNION'S POSITION

The Union would agree to this contract change.

Upon receipt of the list of ~~seven (7)~~ arbitrators, the parties shall ~~meet or confer by telephone to select an arbitrator within ten (10) working days from the date the list is received:~~ *have fourteen (14) calendar days from the date of mailing to strike any name to which it objects and return the list to FMCS.* Prior to striking, either party shall have the option to reject the list of names provided by the FMCS and request another list. Each party may make only one (1) rejection. ~~The parties shall use the alternate strike method from the list of seven (7) arbitrators submitted to the parties by the FMCS. The party requesting the arbitration shall be the first to strike a~~

~~name from the list, then the other party shall strike a name and alternate in this manner until one (1) name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. The fees, if any, for obtaining lists shall be shared by the parties. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS. *The party rejecting the list shall bear the costs of obtaining a new list from FMCS.*~~

UNION'S POSITION:

Union would agree to the stricken parts in sentence one.

The Union could agree to the bolded change in sentence one.

The Union wishes to remain with current contract language in regards to the alternate strike method, except that the Union would agree that the number on list would change from 7 to 9.

The Union would agree to strike the language in regards to "the fees, if any, for obtaining lists shall be shared by the parties."

The Union would not agree to the stricken language proposed by Employer that reads: "All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS." The Union wishes to leave this language as current contract language.

The Union would agree to last sentence in bold proposed by Employer.

The Arbitrator shall hold the arbitration promptly and issue his decision within a reasonable time thereafter. The Arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of those specific Articles and/or Sections of this Agreement in question. The Arbitrator's decision shall be consistent with applicable law.

The Arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any provision of this Agreement; nor add to, subtract from or modify the language therein in arriving at his determination on any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine him/herself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching a decision on the issues in question.

The Arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous Agreement, grievance or practices. The Arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement except as specifically authorized herein. In the event of a monetary award, the Arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer in Step 1 of the grievance procedure. ***The arbitrator shall be without authority to render any decision on a grievance that does not conform to the parties negotiated grievance procedure.***

UNION'S POSITION:

The Union wishes to remain with current contract language and does not agree with Employer's proposal of bolded language.

The decision of the Arbitrator shall be final and binding upon the Union, the employee and the Employer, ***but subject to appeal as provided for in the Ohio Revised Code.*** The costs of the Arbitrator shall be paid by the losing party. Should the Arbitrator not uphold the position of either party in total, then the Arbitrator shall determine in what proportion the parties shall share the fee.

UNION'S POSITION:

The Union wishes to remain with current contract language and does not agree with bolded change presented by Employer.

Section 8. Expenses. Expenses of any non-employee witnesses shall be borne by the party calling the witness. The fees of court reporters shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording or request a copy of any transcript.

Section 9. Representation. A grievant may have one (1) employee Union Steward or other Employee Union Representative accompany him/her in at Steps 1 and 2 of the procedure. A grievant may have the local president and one (1) employee Union Steward in addition to any non-employee Union representatives accompany him/her at Steps 3 and 4. Employee representatives and grievants will lose no straight-time pay as a result of meetings with the Employer at any step of the grievance procedure.

Section 10. Where an employee does not elect to be represented by the Union at any step of the grievance procedure, excluding Step 4, the Union shall have the right to be present at any grievance meeting without intervening. All grievances presented under such circumstances shall be resolved consistent with the terms and provisions of this Agreement. Only the Union (AFSCME, Ohio Council 8, or it's local) may proceed to arbitration.

**EMPLOYER'S PROPOSAL
ISSUE 6, ARTICLE 17
LAYOFF AND RECALL**

Section 1. *It is the intent of the parties, through this article, to establish an objective procedure by which a reduction in force may be accomplished, should the need arise, and supersede the provisions of ORC 124.321 to 124.328, OAC 123: 1-41-01 to 123: 1-41-22, and all local rules and regulations of the City of Columbiana Municipal Civil Service Commission governing work force reductions.*

UNION'S POSITION:

The Union does not agree with this proposed new language.

Section 1 2. ~~The Employer may lay off employees for~~ ***Whenever the Employer determines that there is a lack of funds, lack of work or that a reorganization is necessary, a reduction in force (i.e. layoff, job abolishment, reduction in hours, etc.) shall occur.***

UNION'S POSITION:

The Union does not agree with the proposed bolded language change by Employer and wishes to remain with current contract language.

Section 2 3. Effects Bargaining. In any case of an anticipated layoff of bargaining unit employees by the Employer, the Employer shall notify the Union of the impending layoff as far in advance as possible prior to service of notice of employees. The Employer and the Union shall meet to discuss possible alternatives and the impact of the layoff on bargaining unit employees.

Section 3 4. Notice. Affected employees shall receive written notice of layoff and reasons thereto at least ten (10) working days prior to the effective date of layoff.

The notice shall advise the employee of bumping rights. The Local Union President and the Department Steward of each effected department shall be forwarded a copy of all layoff notices served on any employee the day of mailing or personal service.

Section 4 5. Order of Layoff. The Employer shall determine in which classifications layoffs will occur. Layoffs shall occur in the following order in the classification(s) effected:

1. Intermittent employees;
2. Part-time employees;
3. Seasonal employees;
4. Probationary employees;
5. Permanent employees in the inverse order of their seniority as defined by this Agreement.

Section 5 6. Bumping Rights. Any employee receiving notice of layoff shall have five (5) working days following receipt in which to use his/her seniority to exercise his/her right to bump an employee with the least seniority in the same classification and then to a lower rated bargaining unit classification within same department, provided the more senior employee possesses the skill, ability and qualifications, as specified in the position description, and as determined by the Employer, to perform the work. An employee who bumps into a lower rate position will be compensated at the rate of pay for the position to which he/she bumped. An employee who does not have sufficient seniority and/or skill, ability and qualifications as specified in the position description, and as determined by the Employer, to bump another employee within the same department, may bump an employee in a lower rated bargaining unit classification within another department, provided the more senior employee possesses the skill, ability and qualifications as specified in the position description, and as determined by the Employer to perform the work. An employee who does not have sufficient seniority or have sufficient skill, ability and qualifications as specified in the position description, and as determined by the Employer to bump another bargaining unit employee shall be laid off and placed on the appropriate recall list.

Section 6 7. Recall List. When employees are laid off, the Employer shall create and maintain a recall list for each classification. The Employer shall recall employees from layoff within each classification as needed. The Employer shall recall such employees according to seniority, beginning with the most senior employee up to the number of employees to be recalled to any bargaining unit classification where the employee has the skill, ability and qualifications to perform the work as determined by the Employer. In the event an employee refuses recall to a bargaining unit classification other than that from which he was laid off, such

employee shall not lose recall rights for the original classification. However, if the employee refuses recall to the employee's original classification, such employee shall be removed from the recall list.

Section 7 8. Recall Rights. Employees shall be on recall for a period of the lesser of twelve (12) months, or their seniority at the time of layoff. The Union Representative shall be forwarded a copy of all recall lists and a copy of all changes and amendments thereto at the time of posting and as changes, amendments are made.

Section 8 9. Notice of Recall. Notice of recall shall be sent to the employee by certified mail with a copy to the Union. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee.

Section 9 10. Recall. The recalled employee shall have up to seven (7) calendar days following mailing of the recall notice to return to work, unless a different date for return to work is otherwise specified in the notice beyond the seven (7) calendar days. In the event of extenuating circumstances such as illness, injury or other good cause preventing the employee from returning or giving notice within the time limit above, the Employer may grant a reasonable extension not to exceed thirty (30) days. In the event such illness or injury precludes an employee from returning to work within the time limit above, including extension, such employee shall be bypassed for recall, but shall remain on the recall list. Complications of employment other than that with the Employer shall not be considered "extenuating circumstances" or "good cause".

Section 10 11. The Employer shall ~~not promote or hire~~ *any full-time personnel* into any classification from which an employee is on layoff unless the employee on layoff is first given the opportunity to return to such position.

UNION'S POSITION:

The Union wishes to remain with current contract language.

EMPLOYER'S PROPOSAL
ISSUE 7, ARTICLE 20
HOURS OF WORK AND OVERTIME

Section 1. Work Hours. Regular work hours are Monday through Friday from 8:00 a.m. to 4:30 p.m. for City Hall Departments. Other departments have the shift schedule approved by the City Manager. An individual employee may be required to work a schedule other than regular work hours to provide required services.

Section 2. Meal Period. Full-time employees are entitled to one (1), thirty (30) minute unpaid meal period each workday. The meal break will be taken at the time set by the employee's supervisor, and includes all time away from the work site

Section 3. Breaks. A paid rest break of no more than ten (10) minutes in the first half of the shift and ten (10) minutes in the second half of the shift is permitted as scheduled by the supervisor. Employees engaged in field operations may take no more than fifteen (15) minutes away from the work site for a break as scheduled by the supervisor.

Section 4. Mandatory Overtime. The Employer may schedule or require bargaining unit personnel to work overtime in excess of the regularly scheduled work day when departmental or operational needs require.

Section 5. Overtime Eligibility. *All overtime shall be paid in accordance with the Fair Labor Standards Act (FLSA).* Overtime pay shall be computed on the basis of hours worked in excess of forty (40) in the normally scheduled work period. The overtime pay rate shall be one and one-half (1 ½) of the employee's base hourly pay rate. Hours worked for overtime shall include ~~holiday pay, vacation pay, compensatory pay, but not sick leave, except in the case of emergency overtime.~~ *all hours as mandated by the Act.*

UNION'S POSITION:

Union would maintain our proposal presented to Employer initially which is: Article 20 - Hours of Work and Overtime - **Overtime pay shall be computed on the basis of hours worked in excess of eight (8) hours in one (1) day during the period of the start of their shift to the beginning of their next shift.**

The remainder of this section stays current contract language.

Section 6. Overtime Distribution. The Employer shall distribute overtime as equally as possible within each classification and shift, and in consideration of special skills, details, and/or needs of the Department. Overtime shall be offered in the affected department first, then on a city-wide rotating schedule set up by seniority. An employee who refuses an opportunity to work overtime will be to the bottom of the list and treated as though they worked. ***Additionally, an employee who is off sick will be moved to the bottom of the overtime rotation list for call outs.*** An employee who accepts the overtime but does not show up to work it, shall be ~~treated as though he worked twice on the overtime roster~~ ***disciplined in accordance with the terms of this agreement.*** Overtime shall start anew at the commencement of each calendar year. Questions with regard to the distribution of overtime shall be the proper subject for a labor/management meeting. The Employer shall maintain and post a weekly record of overtime. A record shall be posted each Wednesday by 3:00 p.m. based upon the information available to the Employer at that time.

UNION'S POSITION:

The Union would agree to bolded language added if "in applicable department" was added to first bolded change. Where management proposes to add bolded language, "disciplined in accordance with the terms of this agreement." Union would not agree to this proposal but would agree to change current language to: **"An employee who accepts the overtime but does not intentionally show up to work, may be appropriately disciplined."** Thereby striking "treated as though he worked twice on the overtime roster."

Section 7. Designated Compensatory Overtime. The Employer may designate certain overtime as "compensatory time only". In such an event, the employee has an option of working the overtime, or refusing to work the overtime and pass the opportunity on to another employee. If overtime has not been so designated, an employee may notify the supervisor at the time the overtime is assigned that he/she wished compensatory time off at one and one-half hours per hour worked.

Section 8. Compensatory Time Accrual/Administration. Compensatory time may accrue up to eighty (80) hours. No employee may have more than eighty (80) hours to his/her credit at any time. The use of compensatory time must be scheduled for a time mutually satisfactory to the employee and the Employer. The employer may cash out any and all compensatory time of employees at any time. Cash-out of compensatory time is at the rate currently being paid to the employee.

Section 9. No Pyramiding. There shall be no pyramiding of overtime, that is, only one premium shall apply to any overtime worked.

**UNION'S PROPOSAL
ISSUE 8, ARTICLE 22
VACATIONS**

Section 1. Accrual/Eligibility. Full-time employees regularly scheduled to work forty (40) hours each week will earn vacation benefits as follows:

EMPLOYER'S POSITION:

(Vacation Scale: Employer Accepts Union Fact Finding Proposal faxed 5/11/09) (But presented during regular negotiations).

UNION'S POSITION:

1 year	<u>Eighty (80) hours (pro rate)</u>
2 years	CCL
7 years	CCL
12 years or more	CCL
18 or more years	Two Hundred (200) hours (pro rata)
25 or more years	Two Hundred Forty (240) hours (pro rata)

A regular full-time employee must complete one (1) full year of continuous service since the last date of hire with the City before becoming eligible for vacation. An employee leaving employment prior to completing one (1) year as a full time employee will receive no vacation benefit.

On the first anniversary of employment, an employee is credited with pro rata vacation calculated from the one (1) year anniversary date until the next January 1. On January 1 of each succeeding year, an employee is credited with the vacation to which he/she is entitled on the next following anniversary date.

Section 2. Scheduling. Vacation schedules will be established, with due regard to seniority, and in such a manner that the efficiency of the City is not diminished and that overtime costs are minimized.

Section 3. Vacation Year. The vacation year is defined as January 1 through December 31. An employee must express a vacation preference to his/her Department Head as soon as practicable after January 1 for vacations to be taken during that calendar year.

Section 4. Required Usage/Carry-over. Vacation leave must be taken by the employee during the year in which it is earned and before the employee's next

anniversary of last date of hire. Employees may carry over one (1) year of accrual to the next anniversary date, except that an employee who will be eligible to retire within two (2) calendar years, and who has notified the City that he/she will retire, may carry a maximum of three (3) years accrual.

Section 5. Prior Service Credit. "Service credit" for vacation purposes is defined as uninterrupted length of continuous service as a full-time employee from his/her latest date of hire with the City. Time off on layoff or an approved leave of absence for up to six (6) months will count as service for vacation purposes when an employee returns to full-time status.

**EMPLOYER'S PROPOSAL
ISSUE 9, ARTICLE 24
SICK LEAVE**

Section 1. Accrual. Each member of the bargaining unit shall earn sick leave at a rate of 9.2 hours of sick leave for each one hundred sixty (160) hours worked. "Hours worked" for purposes of this section shall not include overtime or premium time.

Section 2. Accumulation. Sick leave shall accumulate without limit.

Section 3. Approval. Employees may use sick leave, *upon the approval of the Employer, for the following reasons:*

- a. illness or injury of the employee;
- b. illness or injury of a member of the employee's immediate family, where the presence of the employee is reasonably necessary;
- c. exposure of the employee to a contagious disease that would have the potential of jeopardizing the health of the employee or the health of others;
- d. medical, dental or optical examinations or treatment of the employee or a member of the employee's immediate family, where the presence of the employee is necessary and the appointment cannot be scheduled during non-work time;
- e. disability due to pregnancy, childbirth or related medical conditions;
- f. care of employee's wife or family during the post-natal period, the leave not to exceed five (5) workdays; or
- g. bereavement leave not to exceed five (5) days for the death of a member of the employee's immediate family.

UNION'S POSITION:

Union does not agree with Employer's proposal and wishes to remain with current contract language except for the following:

UNION'S PROPOSAL:

Take out Bereavement Leave in this section.

EMPLOYER'S POSITION:

Leave current contract language.

Section 4. Immediate Family Defined. For purposes of this article, "immediate family" is defined as parent, brother, sister, child, spouse, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, or a legal guardian of other person who stands in place of a parent (in loco parentis).

Section 5. Minimum Usage Increment. Sick leave is charged in minimum units of one-quarter (¼) hour

Section 6. Notification. An employee who is to be on sick leave shall notify his/her Supervisor of such absence and the reason therefore, within thirty (30) minutes of the start of his/her work shift each day he/she is to be absent. Daily notification shall not be necessary for absences in excess of two (2) days that are documented with a physician's certificate with an expected return to work date. The Employer is to be notified as soon as the bargaining unit member learns that the expected return to work date has been changed.

Section 7. Request Procedure/Documentation. Sick leave must be requested on the approved sick leave form as soon as the employee returns to work. A satisfactory written signed statement shall be required to justify the use of sick leave. If medical attention is required or the absence is greater than three (3) consecutive days, proof of illness from a physician may be required if the illness continues for more than three (3) consecutive days. Upon return to work, the employee may be required to furnish a statement from the health care provider verifying that he/she was disabled, and certifying his/her ability to perform the job duties. The Employer has the authority to investigate the reasons for an employee's absence.

UNION'S POSITION:

Union wishes to remain current contract language.

Section 8. Abuse/Falsification. ~~Sick leave must be requested on the approved sick leave form as soon as the employee returns to work.~~ Falsification of the reason for requesting sick leave shall subject an employee to discipline, up to and including discharge. Where the employer suspects the abuse of the sick leave privilege, he/she may require that the employee provide proof in the form of documentation for each subsequent absence to be eligible for payment. If the documentation is not received in a timely fashion the sick leave time will not be approved for payment.

UNION'S POSITION:

Union agrees to strike first sentence as it already appears in Section 7.

Section 9. Retirement Conversion. Employees who retire after a minimum of ten (10) years full time service with the City and who are in good standing at the time of their retirement from active service may choose to be paid in cash for one-fourth (1/4) the value of his/her earned but unused sick leave credit. The maximum payment may not exceed two hundred forty (240) hours.

Section 10. In the case of death of a bargaining unit member who has at least ten (10) years service with the City, the employee shall be considered to have retired on the date of death, and any sick leave benefit due shall be paid by the City to: a) the surviving spouse, and if none; b) equally to any children eighteen (18) years of age or order, and if none; then c) to the estate.

Section 11. Sick Leave Transfer. *Effective May 1, 2009, sick leave earned with another governmental agency, entity, political subdivision, etc. shall not be transferable by newly hired bargaining unit members to the City of Columbiana.*

UNION'S POSITION:

Union does not agree with this newly created language. Union questions as to when this proposal was presented to negotiating team.

UNION'S PROPOSAL:

(NEW) Section 11. Bereavement Leave. In the event of a death in an employee's immediate family, the employee shall be granted a leave of

absence totaling five (5) days. Three (3) of the days shall be granted with pay and two (2) of the days shall be charged to employee's sick leave.

EMPLOYER'S POSITION:

Employer wishes to stay with current contract language.

EMPLOYER'S PROPOSAL
ISSUE 10, ARTICLE 25
WAGES

~~**Section 1:** On the first day of the first pay period in November of each subsequent contract year, employees shall be moved to the appropriate step for their classification. In addition, employees shall receive a longevity supplement of one percent of base rate for their classification for each whole year of service in excess of five (5) years as of the contract anniversary date, to a maximum credit of twenty (20) years. "Whole years of service" shall be measured from the employee's last date of hire as a full-time employee.~~

UNION'S POSITION:

Union does not agree with Employer's proposal to delete the current contract language and wishes to remain with current contract language.

~~**Section 5. Section 1. Annual Increases.** Wage rates for bargaining unit members shall remain unchanged for the first year of the Agreement. Effective eighteen (18) months after execution, bargaining unit members shall receive a one and one-half (1.5%) percent increase. Effective 30 months after execution, bargaining unit members shall receive a one and one-half percent (1.5%) increase.~~

UNION'S POSITION:

Union does not agree to this proposal and wishes to remain with our original proposal.

~~Effective the first pay period of November 2005-2008, increase the starting rate, EOP rate and each other step of each pay grade by 3.5% from the current rate of pay. Effective the first pay period of November 2006-2009, increase the starting rate, EOP rate and each other step of each pay grade by an additional 3.5% from the current rate of pay. Effective the first pay period of November 2007-2010,~~

~~increase the starting rate, EOP rate and each other step of each pay grade by an additional 3.5% from the current rate of pay.~~

UNION'S POSITION:

Union believes this Article may have been moved to Section 5 by Employer.

Section 2. New Hires/Probationary. New hires shall be paid at the starting rate on the schedule. Upon completion of probation, the employee shall be moved to the "EOP" rate.

Section 3. Wage Schedule Administration. Employees who are promoted shall be placed on the schedule at the lowest step for the new classification which gives them at least a five percent (5%) increase in pay in their base rate ~~in addition to any longevity which they may be entitled.~~ If this places the employee at the starting rate, the employee shall be placed at the EOP rate upon completion of probation. The next increase shall be given based on years of full-time service within the applicable classifications.

UNION'S POSITION:

Union does not agree to this proposal by Employer because we do not agree to the Employer's longevity proposal.

Section 4. Inequities: ~~Prior to the across the board increases:~~

- a) Move Lineman 1 from pay grade E to pay grade H.
- b) ~~Move Lineman 2 and Mechanic 2 from pay grade H to pay grade I.~~
- c) ~~Move Assistant Superintendent Park/Cemetery from pay grade G to pay grade I.~~

UNION'S POSITION:

The Union could agree to this stricken in (b) and ©

Section 5. Annual Increases: ~~Effective the first pay period of November, 2005, increase the starting rate, EOP rate and each other step of each pay grade by 3.5%.~~

~~Effective the first pay period of November, 2006, increase the starting rate, EOP rate and each other step of each pay grade by an additional 3.5%.~~

~~Effective the first pay period of November, 2007, increase the starting rate, EOP rate and each other step of each pay grade by an additional 3.5%.~~

UNION'S POSITION:

Union recognizes this language will need to change in regards to percentages and dates (possibly).

UNION'S PROPOSAL:

(NEW) Section 5 - Annual Increases: Effective the first pay period of November, 2008, increase the starting rate, EOP rate and each other step of each pay grade by 5%.

Effective the first pay period of November, 2009, increase the starting rate, EOP rate and each other step of each pay grade 5%.

Effective the first pay period of November, 2010, increase the starting rate, EOP rate and each other step of each pay grade by 5%.

~~Section 6:~~ Section 4. Employees who are demoted shall be placed at the appropriate step of their new classification for their service with the City, including longevity.

~~Section 7:~~ Section 5. Employees who hold the classification of Laborer who have or obtain a Commercial Driver's License (CDL) shall receive one dollar (\$1.00) per hour more than the rate of each step of their pay grade, *provided that they maintain a valid CDL.*

UNION'S POSITION:

Union could agree to bolded new language proposed by Employer.

**EMPLOYER'S PROPOSAL
ISSUE 11, NEW ARTICLE
LONGEVITY**

Section 1. All employees not currently eligible for longevity or hired after the October 21, 2008, will receive longevity payments based on completed years of full-time service with the Employer from the employee's last date of hire as a full-time employee, according to the following schedule:

<i>After 5 years of service</i>	<i>\$250 per year</i>
<i>After 10 years of service</i>	<i>\$500 per year</i>
<i>After 15 years of service</i>	<i>\$750 per year</i>
<i>After 20 years of service</i>	<i>\$1,000 per year</i>
<i>After 25 years of service</i>	<i>\$1,250 per year</i>

UNION'S POSITION:

Union does not agree with Employer's proposal and wishes to remain with current contract language.

Section 2. All employees hired prior to October 21, 2008 will receive longevity in accordance with the side letter following the agreement until such time as the amount that they would be entitled to under Section 1 becomes greater than the side letter amount. If this occurs, the member will be removed from the side letter and receive longevity benefits under Section 1.

UNION'S POSITION:

Union does not agree with Employer's proposal and wishes to remain with current contract language.

**EMPLOYER'S PROPOSAL
ISSUE 11, SIDE LETTER
LONGEVITY**

Section 1. The parties agree that the following employees hired prior to October 21, 2008, will receive an annual longevity payment in the form of a lump sum in the amounts listed below:

<u><i>Employee</i></u>	<u><i>Longevity Payment</i></u>	<u><i>Employee</i></u>	<u><i>Longevity Payment</i></u>
<i>Rodney Baker</i>	<i>\$3,348.80</i>	<i>John A. Rapp</i>	<i>\$3,328.00</i>
<i>Robert J. Belding</i>	<i>\$1,372.80</i>	<i>Matthew S. Savage</i>	<i>\$873.60</i>
<i>Michael T. Bettura</i>	<i>\$686.40</i>	<i>Kurt E. Seachrist</i>	<i>\$1,435.20</i>
<i>Kenrick A. Burt</i>	<i>\$6,344.00</i>	<i>Douglas Sturgeon</i>	<i>\$873.60</i>
<i>David R. Cusick</i>	<i>\$1,372.80</i>	<i>Robert Lee Wichert</i>	<i>\$873.60</i>
<i>Brian W. Dicken</i>	<i>\$1,476.80</i>	<i>Jeffrey G. Wright</i>	<i>\$5,553.60</i>
<i>Frank T. Nulf</i>	<i>\$5,075.20</i>	<i>Jesse A. Wilson</i>	<i>\$1,539.20</i>
<i>Michael P. Nulf</i>	<i>\$353.60</i>		

UNION'S POSITION:

Union does not agree with Employer's proposal and wishes to remain with current contract language.

Section 2. The Employer warrants to the Union that its intent with respect to the bifurcated longevity scale is not to subsequently take away the listed longevity amounts for those employees covered by this side letter in future negotiations, except as provided for in Section 2 of the longevity article (which provides for a transition from the side letter when and if the new longevity benefit becomes greater).

UNION'S POSITION:

Union does not agree with Employer's proposal and wishes to remain with current contract language.

EMPLOYER'S POSITION
ISSUE 12, ARTICLE 27
CALL-OUT PAY

Section 1. Full-time employees who are called out for emergencies for work hours which do not abut their regularly scheduled work shift, shall be paid at the rate of time and one-half for all hours so worked, for a minimum of three (3) hours, regardless of the number of hours worked in the work week.

UNION'S PROPOSAL:

Change **three (3) hours to four (4) hours.** Remainder of section stays current contract language. Employer wishes to remain current contract language.

EMPLOYER'S POSITION - Employer wishes to remain with current
ISSUE 13, ARTICLE 28 contract language.
SHIFT DIFFERENTIAL

Section 1. A shift differential of twenty-five cents (\$.25) per hour will be added to the hourly rate of employees working afternoon shift, and thirty-five cents (\$.35) per hour will be added to the hourly rate of employees working night shift.

Section 2. For purposes of this article, "Afternoon shift" shall be any regular shift which is scheduled to begin at or after noon, and "night shift" shall be any regular shift which is scheduled to begin at or after 8:00 P.M. Any regular shift which is scheduled to begin at or after 4:00 A.M until noon is not eligible for shift differential.

UNION'S POSITION:

Union wishes to remain with our proposal in regards to this.

UNION'S PROPOSAL:

**Change to: Thirty Cents (\$.30) afternoon shift
Forty Cents (\$.40) night shift.**

Remainder of section remains current contract language.

**EMPLOYER'S PROPOSAL
ISSUE 14, ARTICLE 29
UNIFORMS AND WORK SHOES**

Section 1. Eligibility. Full-time non-probationary employees holding the following classifications shall receive a shoe allowance and shall be provided uniforms by the Employer.

Meter Reader, Custodian, Water Distribution Operator, Water Treatment Plant Operator, Distribution/Backflow Coordinator, Wastewater Plant Operator, ~~Lab Tech/~~Chemical Hygiene Officer, Motor Equipment Operator, Mechanic, Laborer, ~~Assistant Superintendent~~, Lineman, Working Foreman.

UNION'S POSITION:

Union does not agree to Employer's stricken language and wishes to remain with current contract language.

EMPLOYER'S POSITION: Remain with current contract language.

Section 2. Shoe Allowance. Each full-time employee holding a classification in Section 1 above, and who has passed the initial probationary period, shall as of January 1 of each year receive an annual shoe allowance in the amount of one hundred (\$100.00) dollars, payable in the first pay period of the year. Such

employees are required to wear sturdy work boots or sturdy shoes while performing work for the City. A pro-rata share of the allowance shall be paid to a newly hired member of the bargaining unity upon completing his/her probationary period.

UNION'S PROPOSAL:

Section 2. ADD: One Hundred Twenty-Five (\$125.00) Dollars.

Remainder of section remains the same.

EMPLOYER'S POSITION: Remain with current contract language.

Section 3. Uniforms/Equipment. The Employer shall provide a minimum of six (6) changes of uniforms for employees in the classifications specified in Section 1 above, which shall be replaced on an annual basis. Such employees shall wear provided uniforms while performing work for the City, except for emergency call-out. Employees are not to wear city uniforms when not on duty or when not en route to work or home. However, the Employer will expend a maximum of six hundred twenty-five (\$625.00) dollars per employee per year for Electrical Department employees and a maximum of three hundred twenty-five (\$325.00) dollars per employee per year for all other employees listed in Section 1.

UNION'S PROPOSAL:

**Section 3. ADD. Six Hundred Seventy-Five (\$675.00) Dollars.
Three Hundred Seventy-Five (\$375.00) Dollars.**

Remainder of section stays the same.

**EMPLOYER'S PROPOSAL
ISSUE 15, ARTICLE 30
INSURED BENEFITS**

Section 1. ~~Premiums for medical insurance coverage for a spouse and/or family members of bargaining unit employees who elect coverage shall be paid by the employer, subject to the provisions below.~~ *The Employer shall make available to all full-time bargaining unit members comprehensive major medical/hospitalization health care insurance. The Employer shall select carriers/providers and otherwise determine the method of provision and coverage, which may be subject to change. The participating employee may elect*

coverage (i.e., single, family, two-party, etc.) as provided under the offered plan(s).

UNION'S POSITION:

The Union would agree to first bolded sentence.

The Union would not agree to second sentence, bolded language.

The Union would agree to third sentence.

Section 2. Contribution Rates. The Employer shall contribute eighty-five percent (85%) and bargaining unit members shall contribute fifteen percent (15%) for the premium cost of health care coverage. Eligible employees may elect single or family coverage, as may be applicable. Employee participation costs, as may be applicable, shall be made through payroll deduction. Each employee responsible for any health plan costs shall sign a payroll authorization form for the applicable deduction in order to participate in or continue coverage. Upon enrollment/application of an eligible employee, coverage will commence in accordance with the provisions of the plan, plan provider, or administrator, as applicable.

UNION'S POSITION:

The Union would not agree to first bolded sentence.

UNION'S PROPOSAL:

The Union's proposal to this is as follows:

Section 2 Contribution Rates: The Employer shall contribute ninety (90%) percent and bargaining unit members shall contribute ten (10%) percent of the premium cost of health care coverage upon execution of agreement.

Employee participation costs shall be made through bi-weekly payroll deductions.

Maximum employee contributions shall be as follows:

\$30.00 for year 1 of the contract for single coverage.

\$40.00 for year 2 of the contract for single coverage.

\$50.00 for year 3 of the contract for single coverage.

\$50.00 for year 1 of the contract for family coverage.

\$60.00 for year 2 of the contract for family coverage.

\$70.00 for year 3 of the contract for family coverage.

Each employee will sign a payroll authorization form for the applicable deduction in order to participate or continue coverage.

EMPLOYER'S PROPOSAL:

Section 3. Prescription Drug Deductible. The parties agree that the prescription drug deductible for the plan shall be \$15.00 for generic and \$30.00 for other drugs.

UNION'S POSITION:

The Union could agrees to the Employer's proposal of cost change.

EMPLOYER'S PROPOSAL: To eliminate "the current plan shall remain in effect through the life of contract".

~~**Section 2. The current plan shall remain in effect through April 30, 2006, except that Prescription Drug deductible will change to twenty-five (\$25.00) dollars non-generic and ten (\$10.00) dollars generic effective January 1, 2006.**~~

UNION'S PROPOSAL:

The current plan shall remain in effect throughout the life of the contract except that Prescription Drug deductible will change to \$15.00 for generic and \$30.00 for other drugs.

EMPLOYER'S PROPOSAL:

~~**Section 3. Effective May 1, 2003 and annually thereafter, the Employer agrees to pay up to one hundred ten (110%) of the cost for providing health insurance and stop loss coverage for such health insurance based upon the previous plan year (May 1-April 30), as established by the Actuaries for the fund. Should the cost increase more than one hundred ten percent (110%), the Employer shall pay the first ten (10%) of the increase, and fifty percent (50%) of any remaining increase. Employees enrolled in the plan shall pay the remaining fifty percent (50%) of the**~~

~~excess over one hundred ten percent (110%) through payroll deduction, in amount for family and single coverage as determine by the Actuaries for the fund.~~

UNION'S POSITION:

The Union would discuss the Employer's proposal.

Section 4. Health Insurance Waiver. Employees who voluntarily waive health insurance coverage may do in writing through the Finance Department of the city and by providing proof of alternate coverage in January of each year. Such employees may be readmitted to the Plan in accordance with, and subject to, the provisions of the Plan. Employees who waive health insurance coverage shall receive fifty dollars (\$50.00) per month for each month insurance is waived. Where the City provides coverage for husband and wife, neither are eligible for the waiver stipend.

Section 5. Insurance Committee. The Employer and Union agree that an insurance committee is created consisting of the following: one (1) management representative of the City, one (1) representative for the Union, one (1) representative for the OPBA, and one (1) non-bargaining unit, non-management employee chosen by the Employer. The purpose of this committee is to investigate other plan designs and/or policies that may provide a savings in insurance costs. The committee shall make recommendations to the City concerning a plan design and/or policy.

EMPLOYER'S PROPOSAL:

Section 6. Committee Recommendation. ~~The insured plan as described herein shall remain in effect for the duration of this agreement, unless~~ The Committee established above *may* recommends a change in plan design and/or policy, in which event the recommendation shall be transmitted to City Council for consideration for adoption.

UNION'S POSITION:

The Union does not agree with stricken language proposal nor bolded added word and wishes to remain with current contract language.

EMPLOYER'S POSITION: Remain with current contract language.

Section 7. Life Insurance. The City will pay the premium for term life insurance coverage in the amount of fifty thousand dollars (\$50,000) for bargaining unit members under the terms of the master policy.

UNION'S PROPOSAL:

Section 7. Change to Seventy Thousand (\$70,000.00) Dollars.

EMPLOYER'S POSITION: Remain current contract language.

Section 8. AFSCME Care Plan. Effective November 1, 2005, the Employer shall contribute six dollars and seventy-five cents (\$6.75) per month per employee in the bargaining unit to AFSCME Care Plan to provide Vision I benefits to bargaining unit employees.

UNION'S PROPOSAL:

Section 8. The Union proposes that effective upon execution of agreement and throughout duration of contract, the Employer shall contribute Twelve (\$12.00) Dollars per month per employee in the bargaining unit to AFSCME Care Plan to provide Vision II benefits to bargaining unit employees.

EMPLOYER'S POSITION: To remain with current contract language.

Effective January 1, 2006, the Employer shall contribute twenty-six dollars (\$26.00) per month per employee in the bargaining unit to the AFSCME Care Plan to provide Dental II benefits to the bargaining unit employees.

UNION'S PROPOSAL:

The Union proposes that effective upon execution of agreement and throughout duration of contract, the Employer shall contribute Fifty-Six (\$56.00) Dollars per month per employee in the bargaining unit to AFSCME Care Plan to provide Dental III benefits to bargaining unit employees.

The only obligation of the Employer is to provide the agreed-upon premium per employee. All administration of benefits is provided by AFSCME Care Plan.

**EMPLOYER'S PROPOSAL
ISSUE 16, ARTICLE 40**

DURATION OF AGREEMENT

Section 1. This Agreement shall be effective as of ~~November 1, 2006~~ *upon execution* and shall continue in full force and effect through ~~October 31, 2008~~ *until three (3) years thereafter*, and from year to year thereafter, unless either party, not less than ninety (90) days prior to the expiration date of this agreement or an anniversary thereof, gives written notice to the other and to SERB by filing a "notice to negotiate", of its intent to negotiate to terminate or modify this agreement.

UNION'S POSITION:

The Union wishes to remain with their proposal in regards to Duration.

Change effective date to November 1, 2008 through October 31, 2011. Remainder of section remains the same.

EMPLOYER'S PROPOSAL

Section 2. ~~The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the Union and all prior Agreements, either oral or written, are hereby canceled. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unequivocally waives the rights, and each agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.~~

UNION'S POSITION:

The Union wishes to remain with current contract language.

EMPLOYER'S PROPOSAL

ISSUE 17, NEW ARTICLE

SEVERANCE OF PRIOR AGREEMENTS/MID-TERM BARGAINING

Section 1. This contract, it is mutually agreed, supersedes and cancels all prior agreements, whether oral or written, unless expressly stated to the contrary herein, and together with any addendums (e.g., letters of understanding, appendices, side letters, etc.) constitutes the complete and entire understanding and agreement between the parties and concludes collective bargaining, except as specifically provided for in Section 2, for the term of this contract.

UNION'S POSITION:

The Union does not agree to the Employer's proposal.

EMPLOYER'S PROPOSAL

Section 2. Mid-Term Bargaining. If the Employer is contemplating any changes that would affect the wages, hours, and/or conditions of employment not otherwise provided for in this contract, then the Employer, prior to making such change, shall inform the Union of said proposed change and negotiate to impasse with the Union concerning such change. The Employer may unilaterally implement such change after impasse is reached.

UNION'S POSITION:

The Union does not agree to the Employer's proposal.

EMPLOYER'S PROPOSAL

ISSUE 18, NEW ARTICLE

BARGAINING UNIT APPLICATION OF CIVIL SERVICE LAW

Section 1. The parties agree that no section of the civil service laws contained in the Ohio Revised Code Sections 9.44, 124.01 through 124.56, nor any local ordinance of the City of Columbiana or Rules and Regulations of the Civil Service Commission of the City of Columbiana, pertaining to wages, hours, terms and other conditions of employment, shall apply to bargaining unit employees where such matter has been addressed by this agreement.

Section 2. Notwithstanding the above, Sections 124.388 and 124.57 ORC shall continue to apply to bargaining unit employees.

Section 3. In accordance with the provisions of Ohio Revised Code section 4117.10 (A), this agreement covers the wages, hours, and terms and conditions of employment to the extent provided herein. It is therefore the intent of the parties that the terms and conditions of this agreement specifically preempt and/or prevail over the statutory rights of bargaining unit members as set forth below:

Contract Article

**Statute/Regulation Preempted (All Statutory
References include Corresponding MCSC Rules)**

<i>Article 11 Probationary Period</i>	<i>ORC 124.27</i>
<i>Article 12 Disciplinary Procedures</i>	<i>ORC 124.34</i>
<i>Article 14 Grievance Procedure</i>	<i>ORC 124.34</i>
<i>Article 16 Seniority</i>	<i>ORC 124.321-124.328; ORC 9.44</i>
<i>Article 17 Layoff and Recall</i>	<i>ORC 124.321-124.328</i>
<i>Article 20 Hours of Work and Overtime</i>	<i>ORC 4111.03</i>
<i>Article 22 Vacations</i>	<i>ORC 9.44; ORC 325.19</i>
<i>Article 23 Holidays</i>	<i>ORC 325.19</i>
<i>Article 24 Sick Leave</i>	<i>ORC 124.38; ORC 124.39</i>

UNION'S POSITION:

The Union would like further discussions in regards to ORC language.