

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

SYLVANIA TOWNSHIP, OHIO

*
* Case No.
* 08-MED-08-0785

-and-

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, LOCAL UNION NO. 20

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STATE EMPLOYMENT
RELATIONS BOARD

FACT-FINDING REPORT AND RECOMMENDATION

Dennis E. Minni, Esq.
Fact-Finder
Suite 139 No. 104
13500 Pearl Road
Strongsville, OH 44136

FACT-FINDING CRITERIA

In the determination of the facts contained herein, the Fact-Finder considered the applicable criteria required by Ohio Rev. Code Section 4117.14(C)(4)(e), as listed in 4117.14(G)(7)(a)-(f), and Ohio Admin. Code Section 4117-9-05(K)(1)-(6). These criteria are enumerated in Ohio Admin. Code Section 4117-9-05(K), as follows:

- (1) Past collectively bargained agreements, if any, between the parties;
- (2) Comparison of the unresolved issues relative to the employees in the bargaining unit with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;
- (3) The interest and welfare of the public, the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;
- (4) The lawful authority of the public employer;
- (5) Any stipulations of the parties;
- (6) Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of issues submitted to mutually agreed-upon dispute settlement procedures in the public service or in private employment.

This matter came on for hearing on April 9, 2009 after several bargaining sessions were conducted. The undersigned was mutually selected and signed-off on as Fact-Finder for this process of interest arbitration..

The Employer, Sylvania Township, is in Lucas County, Ohio where it has its base of operations. This public employer shall hereafter be referred to as the "Employer", the "Township" or "Management".

The Employee Organization, hereafter referred to as the "Teamsters", "Local 20" or the "Union", became certified as the exclusive collective bargaining representative for this unit of thirteen (13) utility workers and mechanics.

As a backdrop, while the economic pressures today facing most municipal entities are no less present in Sylvania Township, the Employer however, has offered pay raises and is not claiming an inability to pay in the area of wages. In exchange, the Township seeks a two year contract duration with changes to its health care insurance coverages akin to what other internal bargaining units have accepted. The Employer opposes all other economic demands or working language changes asserted by the Union.

The Union feels its demands are appropriate given the nature of the services performed for and responsibilities undertaken on behalf of the Employer's citizens.

Each side presented the Fact-Finder with exhibits and testimonial evidence covering their respective positions on the unresolved issues.

As required by law, they also furnished “contract ready” language for incorporation into their CBA.

It must also be noted that either party’s demands or positions taken either during contract negotiations or before the undersigned in mediation or at the Fact-Finding hearing which are not expressly listed in the following recommendations are either rejected, deemed withdrawn or were agreed to prior to this hearing.

As a preliminary note, I wish to emphasize that the current economic downturn is severe and cannot be overlooked in making the following recommendations. As with most municipal entities whose financial lifeblood is primarily derived from real estate taxes, sales taxes and/or income taxation, Sylvania Township depends upon its permissible tax basis to fund its services to the residents. While the current general revenue fund may provide reserve monies, the first full year of this severe economy, to wit, 2009, will undoubtedly see depleted reserve levels and hence, public employer entities must be extra cautious with the collective bargaining commitments they agree to on a multi-year basis.

This CBA falls into this extra-judicious category and to the extent that the Employer is willing to offer wage increases, it also is willing to be bound beyond one year.

This atmosphere prompts the undersigned to concentrate on recommending general wage increases on a multi-year basis without granting other economic demands which would necessarily cause lesser wage increases, if not freezes. The thrust of this approach is to weather the difficult financial times ahead without the need to engage in a reduction in force and at the same time allow this bargaining unit's members to keep pace with the cost of living.

It is hoped that in this manner the parties can carry on without resort to lay-offs and maintain the high level of service traditionally performed by the members of Local 20.

WHEREFORE, the following recommendations are submitted for ratification by both parties:

1. Article 27 **DURATION OF AGREEMENT:**

(I am dealing with DURATION first since rendering a recommendation on WAGES first would beg the question).

The Union wants a three (3) year agreement; the Employer two (2) years.

I recommend a two (2) year contract because the Employer is shouldering more than its share of the risk posed by the uncertain revenue stream it faces in entering into a multi-year CBA. It also would synch the Townships other collective bargaining units' contracts with Local 20's. This could be a strategic plus for the Teamster unit in future bargaining since they will not be coming to the table long after the police and fire units.

This agreement shall be effective from January 1, 2009 until December 31, 2010.

2. **Article 19-WAGES:**

Given my above preference for a two (2) year agreement, I recommend a three per cent (3%) wage increase uniformly, retroactively from January 1, 2009 for 2009 followed by another three per cent (3%) general wage increase effect January 1, 2010 for the calendar year 2010.

In addition, I recommend a bonus payment to each member of the Local 20 unit in the amount of one thousand (\$1000.00) dollars effective with execution of this successor CBA.

I am not recommending either party's last table position on WAGES. Instead, as alluded to above, by placing the emphasis on WAGES it is believed will address the most critical needs of both parties during the current economic crisis and beyond until 2011 arrives and the economic climate can be better assessed going forward.

3. **MEDICAL AND DENTAL INSURANCE:**

I recommend the Employer's position on health insurance since it allows employees who desire a 100% paid plan to purchase same while providing the benefits of the 80%-20% plan to unit members and their dependants. The 80-20 plan requires a 10% monthly premium payment. This cost shift does partially offset the suggested wage increase but it must be noted that the \$1000.00 bonus represents close to an additional

two per cent (2%) raise. It is also the plan in effect for the Police Dept. Employees and recommended by both that CBA's Fact-Finder and Conciliator.

4. Article 15 **HOLIDAYS:**

I reject any addition to the list of Holidays based upon cost considerations.

5. Article 21.05- **MISCELLANEOUS:**

Several demands are made herein by the Union. I do not see the need to add these changes to the CBA at this time. If supervisors perform bargaining unit work it may be grieved. At times, bargaining unit members do not oppose such "help" in the field. Should routine, repetitive use of excluded personnel persist causing overtime opportunities to be lost I would understand the Union's concern. However, the record does not depict such "premeditated" intent by Management.

Loss Of Driving Privileges language is designed to do what is really a legal measure obtainable from a court. The example the Union presented involved a supervisor, under a personal driving suspension, riding with the crew to the job site. Unit members want the "same" treatment but it is not an identical situation. The Employer may choose to allow a supervisor to ride with a crew or use a Township or personal vehicle to visit a work project. Any loss of driving privileges is a personal legal matter and is best addressed thru the courts; there is no "benefit" to be bargained for in this area. In addition, the Employer might very well see added cost to its liability policy if a suspended driver's license was not to disqualify an employee in this unit

from driving Township equipment.

Regarding compensatory time in lieu of overtime pay similarly to police and fire employees, I am not persuaded that this thirteen (13) person unit is abused or denied by the current practice of premium payment for overtime hours worked. Further, I also reject this demand based upon its cost implications derived from the need to assign overtime when comp time is utilized in such a small work department.

The last proposal for miscellany is the Union's demand to require the Employer to mandatorily furnish pagers ("beepers") instead of calling employees in for overtime or emergencies on their personal cell phones.

I do not see any deprivation or added cost caused by using cellular service to call employees in. Cell phones are ubiquitous today and the Employer said it was only issuing beepers during the snow season. However, current practice is at the Employer's option to provide a beeper and this should be continued. I deny adding this proposal to the CBA.

Article 13-**OVERTIME:**

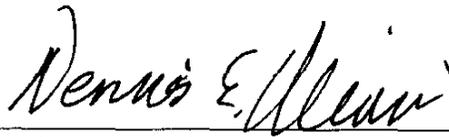
The IT seeks language allowing grieving over instances where an employee is incorrectly by-passed for an overtime assignment. I do not recommend this modification to the Overtime clause because the unit is small and more importantly, this occurs infrequently, but when it does, the next overtime opportunity may be offered to the by-passed employee who may accept it if available or at least not be debited in his or her overtime "bank". So the process is equitable and easily managed. Grieving is simply a way to substitute "cash" for managerial mistake and as such a cost measure I do

not recommend it be resorted to.

Article 26-**TOTAL AGREEMENT:**

New language providing “four corners” limitations on what may be grieved as a past practice violation. This is common today and both other units in Sylvania have it as well. I recommend it be added to this unit’s CBA because it is not a cost item and actually can sharpen parties’ bargaining acumen due to the need to reflect carefully on additions or deletions to contract terms. It does not however negate the ability to engage in mid-term bargaining should issues arise and require a collective resolution.

Respectfully submitted this 15th day of June, 2009 at
Strongsville, OH

A handwritten signature in black ink, reading "Dennis E. Minni". The signature is written in a cursive style with a horizontal line underneath it.

Dennis E. Minni, Fact-Finder