

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

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RELATIONS BOARD

2009 APR 17 P 1:53

In the Matter of: :
: :
American Federation of State, : 08-MED-10-1112
County and Municipal Employees, :
Ohio Council 8, Local 3629 : FACT FINDING REPORT
: FINDINGS AND RECOMMENDATIONS
and :
: April 15, 2009
City of Hubbard :

APPEARANCES

For the Union:

Cindy Michael, Staff Representative
Frank Rosile, President
Patrick Camuso, Vice President
Tim Walker, Secretary
Joseph Sheridan, Negotiating Team

For the City:

Curtis Ambrosy, Attorney
Michael Vallano, Auditor
Lanier Epperson, Service Director
Jan Bolchalk, Safety Director
Arthur U. Magee, Mayor

Daniel G. Zeiser
Fact Finder
P.O. Box 43280
Cleveland, Ohio 44143-0280
440-449-9311

I. BACKGROUND

The Fact Finder was appointed by the State Employment Relations Board (SERB) on February 11, 2009, pursuant to Ohio Revised Code Section 4117.14(C)(3). The parties mutually agreed to extend the fact-finding period as provided under Ohio Administrative Code Rule 4117-9-05(G). The parties are the American Federation of State, County and Municipal Employees, Ohio Council 8, Local 1256 (Union) and the City of Hubbard (City). Hubbard is located in northeast Ohio. It is in the southeast corner of Trumbull County, almost on the Pennsylvania line, and is about ten (10) miles northeast of Youngstown. It has a population of eight thousand two hundred and eighty-four (8,284) according to the 2000 Census.

II. THE HEARING

The fact-finding hearing was held on Thursday, March 19, 2009 at the Hubbard Municipal Building, 220 West Liberty Street, Hubbard, Ohio. Each party provided a pre-hearing statement. The hearing began at 10:00 a.m and adjourned at approximately 8:00 p.m. After hearing some evidence, the Fact Finder engaged in mediation of the issues at impasse and the parties reached tentative agreement on the remaining issues. The issues remaining at impasse for the fact-finding included:

1. Compensatory time.
2. Light Department Certification.
3. Wage Study.
4. Wages.
5. Health Insurance premiums.
6. Spousal health insurance coverage.
7. Prescription co-pays.
8. Disease management program.
9. Physical Therapy visits.
10. Insurance opt-out.
11. Contracting out provision.

12. Early retirement incentive, Appendix A.

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

III. ISSUES AND RECOMMENDATIONS

Tentative Agreements Reached During Hearing

The Union withdrew the following proposals:

1. **Article 22, Section 22.04(C) (New)**, providing compensatory time of four (4) hours when an employee is called out for more than four (4) hours and works within an hour of his or her scheduled shift start time.
2. **New Appendix C**, conducting a wage study to determine bargaining unit job descriptions and duties.
3. **Article 26, Section 26.05 (New), Light Department Certification.**

The City withdrew the following proposals:

1. **Article 31, Contracting Out**, proposing to eliminate the Income Tax Department exception to contracting out.
2. **Article 28, Insurance**, proposing limits on physical therapy visits.
3. **Article 28, Insurance, Section 28.01(C)**, requiring spouses to be insured by his or her employer if the spouse is employed.
4. **Article 28, Insurance, Section 28.01(D)**, requiring that employees who have

spouses who are employed by the City to either both select single coverage or have one spouse choose family coverage.

The parties agreed to the following:

1. **Appendix A, Memorandum of Understanding, Early Retirement Incentive:**

Appendix A was originally intended to allow an employee to receive up to three (3) years of service credit to reach thirty (30) years of total service. The appendix, however, did not reflect the intent, leaving out the purpose was to reach thirty (30) years. The parties agreed to rewrite Appendix A to include that an employee can receive up to three (3) years of service for the purpose of reaching thirty (30) years of total service. This incentive is limited to the lesser of three (3) years or the number to reach thirty (30) years of service. Under this provision, no employee will be entitled to service credit that will give the employee more than thirty (30) years of total service.

2. **Article 28, Section 28.01(A):** Beginning with the first month practicable after ratification of this agreement that the health insurance plan can be modified, employees will contribute premiums of two percent (2%) toward major medical insurance benefits. Beginning January 1, 2010, employees will contribute three percent (3%). Beginning January 1, 2011, employees will contribute three and one-half percent (3.5%). Premiums will be deducted from employee payroll on a biweekly basis. All employees hired after December 1, 2008 shall pay a premium of ten percent (10%) for major medical insurance benefits.

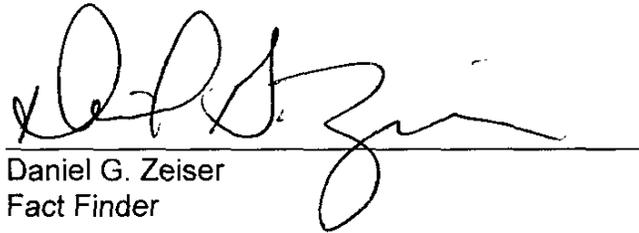
3. **Article 28, Section 28.02.** Effective with the first month practicable after ratification of this agreement that the health insurance plan can be modified, the parties agreed as

follows:

1. All retail prescription co-pays shall be increased from \$0 to \$10.00 for generics and \$10.00 to \$20.00 for brand names.
2. All mail order prescription co-pays shall be increased to \$10.00 for generics and \$20.00 for brand names.
3. Co-pays for mail order prescriptions in the disease management program will increase to \$10.00
4. **Article 28, Section 28.04, Waiver of Coverage.** The parties agreed that the flat fee paid to employees who waive coverage will remain \$7,000.00 for 2009 and be reduced to \$5,000.00 for 2010 and \$4,000.00 in 2011 for family coverage. For single coverage, the flat fee will remain \$4,000.00 for 2009 and be reduced to \$2,500.00 for 2010 and \$2,000.00 for 2011.
5. **Wage Increases:** The parties agreed to a wage freeze for 2009. Beginning January 1, 2010, the bargaining unit will receive an increase of two percent (2%). Beginning January 1, 2011, the bargaining unit will receive an increase of two and one-half percent (2.5%).

All provisions agreed to by the parties during negotiations prior to the fact-finding hearing shall also become part of this agreement.

Dated: April 15, 2009


Daniel G. Zeiser
Fact Finder

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April 15, 2009

Cindy A. Michael
AFSCME Ohio Council 8
150 S. Four Mile Run Road
Youngstown, Ohio 44515

Curtis Ambrosy
Attorney at Law
144 North Park Avenue, Suite 200
Warren, Ohio 44481

Re: AFSCME, Ohio Council 8, Local 1256 and City of Hubbard
Case No. 08-MED-10-1112

Dear Ms. Michael and Mr. Ambrosy:

Earlier today, I emailed my fact-finding report in the above matter to each of you. Enclosed you will find a signed signature page and my invoice. Please let me know if you have any questions about the award or my invoice.

It was a pleasure working with you. I hope to have the chance to work with you again.

Very truly yours,

Daniel G. Zeiser

Enc.

Cc. SERB

Mary,
I could email those to you
in pdf format. Would that be
better? Or do you folks still
need a hard copy?

Dan