

2010 APR 19 A 11:47

FACT FINDING REPORT
STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD
April 16, 2010

In the Matter of:)
)
The City of Streetsboro)
)
and)
)
AFSCME/Ohio Council 8, Local 3811)
)
)

SERB Case No.
09-MED-09-0864

APPEARANCES

For Local 3811:

Michael DeLuke, Staff Representative, AFSCME/Ohio Council 8

For the City of Warren:

David Matty, Attorney for the City of Streetsboro
Shana Samson, Attorney for the City of Streetsboro
Blair Melling, Law Director City of Streetsboro
Arthur Scott, Mayor City of Streetsboro

Fact Finder: Dennis M. Byrne

Background

The Fact Finding involves the City of Streetsboro (Employer) and the members of AFSCME Ohio Council 8, Local 3811 (Union). The parties held numerous negotiating sessions, but were unable to come to an agreement; consequently, they scheduled a Fact Finding. The major outstanding issue concerned the wage scale (base wage increase and step increases for continuing employees). The parties had come to a tentative agreement on the other issues. However, under the concept of package bargaining, i.e., no issues are settled until all issues are settled, the parties certified a long list of issues to Fact Finding. Prior to the Hearing, the Fact Finder attempted to mediate the dispute; and the parties came to an agreement on the wage issue.

The Fact Finding Hearing was held on Tuesday March 30, 2010. The Hearing started at 10:00 A.M. at the City of Streetsboro City Building. The Hearing lasted for approximately two and one-half hours and ended a few minutes past 12:30 P.M.

The Ohio Public Employee Bargaining Statute sets forth the criteria the Fact Finder is to consider in making recommendations in Rule 4117-9-05. The criteria are:

- (1) Past collectively bargained agreements, if any.
- (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, and the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standards 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 private employment.

Introduction:

The following report consists of recommendations on the settled issues and a discussion of the wage issue.

Article 3: Recognition

The Parties reached a tentative agreement on this issue.

Suggested Language:

3.1 The Employer hereby recognizes the Union as the sole and exclusive representative and bargaining agent regarding any and all matters pertaining to wages, hours, or terms and all other conditions of Employment in the following unit:

INCLUDED: All employees of the City of Streetsboro, including

Clerk/Secretary 1

~~Clerk/Secretary 2~~

~~Clerk/Secretary 3~~

~~Clerk/Secretary 4~~

Clerk/Secretary/Network Coordinator

Chief Mechanic

~~Building and Zoning Inspector~~

Zoning Inspector

Recreation Programmer

General Foreman

Crew Leader

Utility Worker

Mechanic

~~Laborer~~

~~Administrative Asst~~

Engineering Tech./Inspector

All Service Dept Employees

The City and the Union agree to file a joint position with the State Employment Relations Board to re-classify the following positions of Clerk/Secretary 1, Clerk/Secretary 2, Clerk/Secretary 3,

Clerk/Secretary 4 and Administrative Assistant as Clerk/Secretary.

The City and the Union agree to re-classify the Senior Finance Clerk to Clerk/Secretary and Laborer to Utility Worker. The City and the

Union also agree to re-classify the Parks Coordinator in the Recreation Department to Recreation Programmer. The above will become effective with State Employment Board Approval.

Should the City of Streetsboro recreate prior classifications, the parties shall add the recreated classifications to the recognized bargaining unit.

All other language in Article 3 shall remain unchanged.

Article 8: Labor Management Committee

The parties reached a tentative agreement on this issue.

- 8.2 Meetings shall be held ~~every two months~~ **quarterly or, as needed,** and shall be scheduled at mutually agreed upon times **between the hours of 9:00 a.m. and 3:00 p.m.**

All other language in Article 8 shall remain unchanged.

Article 9: Health and Safety

The Parties reached a tentative agreement on this issue.

- 9.9 **Effective January 1, 2010,** the Employer shall provide **a bag containing the following safety gear for City Employees to City employees and new hires working, parking on or near roads, or inspecting same and to employees working in construction areas: class III safety vest, hard hat, hearing protection, gloves and safety glasses.** ~~Service Department employees shall receive the sum prescribed below in January in each year of the contract towards the purchase of foul weather gear.~~ **New hires shall be provided the following foul weather gear: full body Carhartt suit, full body rain gear, and rain boots.** This section applies only to the Laborers, Utility Workers, Crew Leaders, Chief Mechanic, General Foreman, Engineering Technician/Inspector and the Building and Zoning Inspector.

Effective January 1, 2010, each Recreation Programmer will be provided with one set each of winter gear and one set of rain gear.

Non-probationary employees shall receive the sum provided below on January 1 of each year of the contract in order to replace lost, damaged or worn out items listed above.

Upon signing of the Collective Bargaining Agreement	\$ 20.00
<u>January 1, 2010</u>	<u>\$220.00</u>
<u>January, 1, 2011</u>	<u>\$220.00</u>
<u>January, 1, 2012</u>	<u>\$220.00</u>

All other language in Article 9 shall remain unchanged.

Article 10: Probationary Period

The Parties reached tentative agreement on this issue.

10.1 The probationary period for all newly hired ~~and promotional probationary~~ employees shall not exceed six (6) months. ...

All other language in Article 10 shall remain unchanged.

Article 12: Work Rules

The parties reached tentative agreement on this issue.

12.2 Ten (10) work days prior to the implementation, the City agrees to post such rule(s) or regulation(s) on the City's Union bulletin board with a copy forwarded to the Local Union President.

12.3 **The Employer shall provide all employees with an Employee Handbook and any Work Rules or Policies and Procedures that apply to their job at time of hire and any time an employee changes classifications or Department. The Employer also agrees to provide each employee a copy of revised Employee Handbooks, Work Rules or Policies and Procedures no later than one (1) day prior to implementation.**

12.4 **As of January 1, 2010 all employees will be provided with an Employee Handbook and Department Work Rules, if applicable. Policies and Procedures will be discussed at labor management meetings.**

All other language in Article 12 shall remain unchanged.

Article 13: Union Representation

The Parties reached tentative agreement on this issue.

13.2 (Last Sentence) **The Employer shall also recognize a Local President and Vice President (Union Officials).**

13.3 Local President, **Vice President**, ... Such approval shall not be unreasonably denied. **A Union Official shall be present for processing regular grievances concerning contract interpretation issues. At Step 3, one (1) Union Staff Representative may also attend, as well as the Local**

President or Chief Steward. Any meetings scheduled with management representatives will normally be scheduled for Monday through Friday, 9:00 a.m. to 3:00 p.m.

- 13.4 Necessary **internal** Union Business (**e.g.: internal Union business will mean any Union issues that do not involve the City of Streetsboro**) shall be conducted with prior supervisory approval **at the supervisor's discretion**, normally during the last half hour of the applicable shift. A Union Official shall be present for processing regular grievances concerning contract interpretation issues. ~~At Step 3, the Union Staff Representative may also attend, as well as the Local President or Chief Steward.~~

All other language in Article 13 shall remain unchanged.

Article 14: Seniority

The parties reached tentative agreement on this issue.

- 14.1 **Except as otherwise provided in this agreement,** seniority shall...

- 14.2 (C) He is laid off for a period of time exceeding ~~eighteen (18) months~~ **two years;**

All other language in Article 14 shall remain unchanged.

Article 15: Layoff and Recall

The Parties reached tentative agreement on this issue. **Note:** The sections of this article need to be renumbered.

- 15.2 ... with lesser seniority in a lower rated job classification within the Department **according to the terms and conditions set forth in this Article.**
- 15.3 ... employee with lesser seniority in an equal or lower rated job classification pursuant to the provisions of Section 15.3 above **terms and conditions set forth in this Article.**

15.4 ... able to perform the functions and duties of the position into which he attempting to displace (bump), **according to the terms and conditions set forth in this Article.**

15.7 Recalls shall be in the inverse order of layoff and a laid off employee shall retain his right to recall for ~~eighteen (18) months~~ **two (2) years** from the date of his layoff.

15.8 **For the purpose of this Article only, the Service Department is comprised of 1) the Water Department, 2) the Roads and Service Department, and 3) the Grounds and Maintenance Department. Where a Service Department employee is exercising his seniority to bump another employee, his right to bump is limited to the Service Department. Except as provided herein, where a Recreation Department, Building Department, Planning Department, Engineering Department or Finance Department employee is exercising his seniority to bump another employee, his right to bump is limited to the Recreation Department, Building Department, Planning Department, Engineering Department or Finance Department. Where a clerk/secretary is exercising his or her seniority to bump another employee, his or her right to bump is not limited to his or her Department.**

15.9 **Employee(s) exercising bumping rights will use Exhibit A.**

All other language in Article 15 shall remain unchanged.

Article 16: Vacancies and Job Postings

The Parties reached tentative agreement on this issue.

16.2 Any employee wishing to apply for the posted vacancy must submit his application ~~in writing~~ **using Exhibit B** to the ~~Mayor's office~~ **Department Director and Human Resources Department** by the end of the position period in order to be considered for the position.

16.5 An employee who is awarded a new job title shall be required to satisfactorily complete a **period not to exceed** ninety (90) day ~~six (6) month~~ probationary period. **The employer has the option to extend the promotional probationary period set forth herein for up to sixty (60) days.** He/she... Such a reversion to an employee's prior position may be appealable to any grievance/arbitration procedure if the Employer's reason(s) for denying probation was not for just cause. **herein contained, or any Civil Service Procedure.**

All other language in Article 16 shall remain unchanged.

Article 17: Temporary Transfer to Temporary Assignments, Working Out of Classification, On-Call Status, Emergency Show-Up.

The Parties reached tentative agreement of this issue.

17.2 Any employee who is temporarily assigned to work in a job classification having an hourly rate of pay higher than the employee's regular job classification, shall ~~receive the higher hourly rate of pay for all such time so assigned.~~ **a 2% wage increase above their current hourly wage rate, not to exceed the maximum wage rate in the higher paying classification, for the hours worked during the temporary assignment.**

~~17.3 Any employee who has not yet obtained or has moved to pay Step #6 (Wage compensation Schedule) and is assigned to act as crew leader or lead person by the Employer, shall receive the Step #6 rate of pay for all such time so assigned.~~

All other language in Article 17 shall remain unchanged.

Article 18: Disciplinary Procedure:

The Parties reached tentative agreement on this issue.

18.2 An employee may elect to have representation **by one (1) Union Official and a Union Staff Representative, if available,** at each step of the Disciplinary Procedure.

All other language in Article 18 shall remain unchanged.

Article 19: Slick Leave

The parties reached tentative agreement on this issue.

19.4 Sick leave may be used in segments of not less than one ~~(1)~~ **half (1/2)** hour.

19.5 Before an absence may be charged against accumulated sick leave, the Department **Head Director** may require proof of the illness or injury or may require the employee to be examined by the physician designated by the Department **Head Director**, and paid by the Employer...

19.6 ... submitted or upon the report of medical examination, the Department **Head Director**, at his discretion, ... to justify the employee's absence, such leave may, at the Department **Head Director's** discretion ...

19.7 Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action. **Patterned use will be considered, but not limited to, a minimum of two (2) sick days taken on strategic days such as after or before a scheduled vacation or holiday recognized by the Employer. Abuse or patterned use will be considered, but not limited to, a minimum of five (5) occurrences taken off in a calendar year without medical verification of a specific problem creating this use. An employee who has called in sick shall not engage in outside activities, including secondary employment, or recreational activities inconsistent with the reason the employee is requesting sick leave, which the employee is receiving sick leave benefits.**

19.8 The Department Head **Director** may require...

19.13 Up to three (3) days of sick leave per year may be used as personal days subject to the following:

- a. Actual entitlement of sick leave,
- b. Prior approval of Mayor or designee, and
- c. Any such days are not used consecutively, **and**
- d. **The employee will have a bank of at least one hundred sixty (160) hours of unused sick time after any use under this section.**

19.15 If an employee uses sick time for a medical appointment or non-illness appointment, the employee is permitted to return to work for overtime with proof of appointment of Supervisor approval.

All other language in Article 19 shall remain unchanged.

Article 20: Unpaid Leaves of Absence

The parties reached tentative agreement on this issue.

20.2 ... Except in cases of emergency, the leave request shall be filed with the employee's Department Head **Director** not later than thirty (30) days ...

All other language in Article 20 shall remain unchanged.

Article 24: Vacations

The parties reached tentative agreement on this issue.

~~24.2 Vacation time shall be taken at a time approved of in advance by the Department Head with the most senior employee granted a preference when two or more employees request the same time period. Employees will whenever possible, make vacations time off requests at least ten (10)~~

days in advance to the Employer. **Vacation requests may be made during the months of November and December of the year preceding the year during which the vacation request shall be taken. Seniority shall be the basis for all vacation requests. Vacation requests made after December shall be granted only with the Supervisor's or his designee's approval based on first request made. All vacation requests are subject to the staffing needs of the Department. Emergency vacation leave will not be unreasonably withheld despite any notice.**

24.3... at the sole discretion of the Department ~~Head~~ **Director**, employees may request to take vacation time off in segments of less than four (4) hours. Such determination shall not be grievable.

All other language in Article 24 shall remain unchanged.

Article 26: Holidays

The parties reached tentative agreement on this issue.

26.4 Deleted current language and renumbered the remaining sections.

26.5 The floating holiday may be taken at the discretion of the employee, provided he receives advance approval from his Department ~~Head~~ **Director**.

26.6 When an employee worked on any of the following holidays, the employee shall receive time and one-half (1 ½) for each hour worked in addition to the pay provided in 26(1):

- a. Good Friday
- b. Memorial Day
- c. Independence Day
- d. Labor Day
- e. Thanksgiving Day
- f. Day before Christmas
- g. Easter Sunday
- h. Martin Luther King Day**
- i. President's Day**
- j. Veteran's Day**
- k. Friday after Thanksgiving**
- ~~l. New Year's Day~~
- ~~m. Christmas Day~~

26.7 When an employee worked on any of the following holidays, the employee shall receive two (2) times their hourly rate of pay for each hour worked in addition to the pay provided in Section 26.1

- a. **New Year's Day**
- b. **Christmas Day**

All other language in Article 26 shall remain unchanged.

Article 27: Hours of Work

The parties reached tentative agreement on this issue.

27.01 The normal workweek for regular, full-time employees shall be (40) hours, in five (5) consecutive days of eight (8) consecutive hours each day, excluding meal periods, commencing at 12:01 **AM** Monday through Midnight Friday. **For payroll purposes only, all overtime worked after 3:30 p.m. or 4:30 p.m. on the last Friday of the pay period through 7:00 am of the first Monday of the pay period will be applied to the next pay period.** The normal work day for building and grounds may be modified (different start/ending day and time) by mutual agreement of the parties provided that the department scheduled be forty (40) hours, in five (5) consecutive days of either (8) consecutive hours each day, excluding meal periods.

27.07 Any **employee performing work related to snow and ice removal during hours other than their regular scheduled hours, shall have his/her hours worked and earned rest period determined by the Supervisor in his sole discretion.**

All other language in Article 27 shall remain unchanged.

Article 28: Overtime Pay

The Parties reached tentative agreement on this issue.

28.2 Employees may accumulate 60 hours of compensatory time in lieu of overtime. One hour of overtime shall equal one and one half hours of compensatory time. Prior approval of **the usage of** compensatory time must be obtained in writing from the ~~Mayor for clerical employees and from the Service Director for service employees~~ **Department Director.** ...

28.3 The Department Director may deny such request if the absence interferes with efficient operation of the department. Such request shall not be unreasonably denied.

- a. **With multiple requests for the same time period, the use of compensatory time shall be approved based upon the most senior bargaining unit employee asking for the compensatory time off if such request is made prior to fifteen (15) days of the requested date. If requests are made less than 15 days in advance, they shall be reviewed on a first come, first serve basis.**

All other language in Article 28 shall remain unchanged.

Article 29: Equalization of Overtime

The parties reached tentative agreement on this issue.

- 29.5 **Overtime will be equalized as nearly as possible within each classification. If the overtime exceeds a twenty (20) hour difference between employees in the classification, then the employees will be offered the ability to work overtime by June 1 of each year.**

All other language in Article 29 shall remain unchanged.

Article 30: Compensation

Union Position: The Union demanded that pay and step increases be put in place to protect its membership's income due to the proposed changes in the composition of the bargaining unit. The Union also demanded corrections in the calculation of pay rates to insure that each employee was paid properly.

City Position: The City proposed changing the pay scale for new employees and also desired to clarify (reduce) the number of pay classifications.

Note: The Parties were able to agree on a new pay scale for new hires.

Discussion: The main reason that there was a fact-finding hearing is that the Union wanted to make sure that its membership was treated fairly in the wage negotiations. The parties agreed to change the pay classifications of a number of the current employees, and the Union wanted to insure that all current employees' step increases and prospective raises were protected from unintended consequences caused by the City's proposed changes in the wage scale and bargaining unit composition.

The City, for its part, argued that its financial condition was deteriorating and that it had to find a way to lower its labor costs. The City discussed the decline in its General Fund Balance during the Fact Finding session. However, the City believes that the new pay scale for new hires, and its proposed changes in pay classifications for current employees will enable it to continue operations with no threat of layoffs and/or pay freezes.

At the outset it must be noted that the Union's position on this issue affected only nine (9) workers because with the current longevity scale and prospective step increases for some continuing employees only nine individuals are not at the top step of the pay scale for their job classification. The Union wanted to protect these individuals from any potential harm caused by the City's proposed changes in the contract. The City Administration was willing to discuss the Union's concerns and the parties were able to devise a way to meet the Union's demands. Therefore, a new pay schedule is attached to the contract for all current employees.

Finding of Fact: The City and the Union were able to bridge their differences over the compensation issue.

The parties agreed to the following language.

30.1 Employees shall be placed in ~~job groups and~~ classifications as follows:

<u>Group</u>	<u>Class</u>
<u>Classifications</u>	
General Foreman	1
Crew Leader	1A
Utility Worker	2
Administrative Assistant	3
Clerk/Secretary/Network Coordinator	3
Engineering Technician/Inspector	3
Mechanic	3
Laborer	4
Chief Mechanic	5
Clerk/Secretary 1	6
Clerk/Secretary 2	7
Clerk/Secretary 3	8
Clerk/Secretary 4	10
Building and Zoning Inspector	9
<u>Zoning Inspector</u>	
Parks Coordinator	10
<u>Recreation Programmer</u>	
<u>Crew Leader</u>	

All other language in Article 30 was deleted and replaced by the following language.

30.2 The following base hourly rates shall be set forth for each classification:

<u>Classification</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
<u>Utility Worker</u>	<u>11.62</u>	<u>11.74</u>	<u>11.86</u>
<u>Mechanic</u>	<u>14.83</u>	<u>14.98</u>	<u>15.13</u>
<u>General Foreman</u>	<u>16.24</u>	<u>16.40</u>	<u>16.56</u>
<u>Clerk/Secretary</u>	<u>11.54</u>	<u>11.66</u>	<u>11.78</u>
<u>Clerk/Secretary/Network Coordinator</u>	<u>14.83</u>	<u>14.98</u>	<u>15.13</u>
<u>Engineering Technician/Inspector</u>	<u>14.83</u>	<u>14.98</u>	<u>15.13</u>
<u>Chief Mechanic</u>	<u>15.17</u>	<u>15.32</u>	<u>15.47</u>
<u>Building Inspector</u>	<u>16.91</u>	<u>17.08</u>	<u>17.25</u>
<u>Zoning Inspector</u>	<u>16.91</u>	<u>17.08</u>	<u>17.25</u>
<u>Recreation Programmer</u>	<u>11.57</u>	<u>11.69</u>	<u>11.81</u>

All new hires will be paid the above base hourly rate for the probationary period. Upon successful completion of the probationary period for the respective position, the wage rate shall increase by two (2) percent. If any new hire is hired at a higher rate than any other employee in the classification, the other employees will move up to the rate of the newly hired employee. The base rates set forth above shall increase by one (1) percent per year in 2011 and 2012.

30.3 The wage chart attached hereto as Exhibit C reflects the rate of pay, department, and classification for each bargaining unit member. The chart also reflects a two (2) percent increase for 2010, a two (2) percent increase for 2011 and a two and one-half (2 ½) increases for 2012.

30.4 A meeting allowance of fifty (\$.50) cents, for each hour in attendance for night meetings shall be paid in addition to the hourly rate for an employee in the Classification of Clerk/Secretary 2.

Article 32: Insurance

The parties reached tentative agreement on this issue.

32.1 The Employer shall continue to provide group insurance and pay ninety (90%) ~~eighty-nine (89%)~~ percent of the premium for insurance coverage as existed at the execution of this Agreement for Program A and ninety-five (95%) percent for Program B. Effective January 1, 2010, the Employer will provide two insurance program options (Program A and Program B) and employees have the right to choose which insurance program they wish to enroll in during any open enrollment event. Switching between programs is not available during any other time of the contract. Additions to and/or subtractions from an insurance program are permitted throughout the year

within thirty (30) days of a qualifying event (as defined by the insurance carrier.)

32.3 ~~Employees shall contribute ten (10%) percent toward the Employer's insurance premium cost not to exceed \$105 per month in 2007, \$110 per month in 2008, and \$116 per month in 2009.~~

~~All City employees must maintain a 10% premium contribution agreement; otherwise, if any employees are required to contribute less than 10% towards the premium, the bargaining unit members will be required to contribute the same lesser percentage.~~

Employee contributions: Employees are responsible for paying their specified portion of the insurance premiums for health insurance, dental insurance, vision and life insurance and said portion will not change for the duration of this agreement. Employee contributions will be automatically deducted from employee paychecks through the Finance Department. Employee contributions will be split between the first two paychecks of each month. Specific contributions are as follows:

Effective January 1 2010:

Program A - 11%

Program B - 5%

Effective January 1, 2011:

Program A - 11%

Program B - 5%

Effective January 1 2012:

Program A - 11%

Program B - 5%

32.5 An **full-time** employee **eligible for health insurance coverage** may elect not to be covered under the City provided health insurance plan and receive a payment of fifty (50%) of the premium that the City would have paid for that employee **under Program A. ... If an employee elects not to be covered under the City provided health insurance plan, the employee may elect to be covered under the City provided dental and/or vision insurance plan(s).**

32.6 Notwithstanding the foregoing, the medical coverage extended to the employees shall be subject to any provision imposed upon all covered employees City-wide.

- 32.7 The Bargaining Unit retains the right to form a Health Insurance Committee. This committee will represent the Union during any renewals or changes of insurance programs and will have the right to assist the Employer in choosing the insurance programs offered to employees. The Employer retains the final decision on insurance programs contracts.
- 32.8 The City will make available a Section 125 premium only plan effective June 1, 2010. This plan will offer payment of qualified premiums at pre-taxed dollars.

All other language in Article 32 shall remain unchanged.

Article 37: Grievance Procedure

The Parties reached tentative agreement on this issue.

The entire language of Article 37 has been deleted and changed to:

37.1 A grievance shall be defined as a claim or dispute between the Union, an employee or group of employees and the Employer as to only interpretation, application, or violation of any terms or provisions of this Agreement. This Grievance Procedure shall be the sole and exclusive procedure for resolving any alleged violations of this Agreement. Notwithstanding the procedures outlined below, employees who are suspended or terminated may file an expedited grievance directly to the Mayor at Step 3. All Step 3 procedures shall apply to processing the expedited grievance.

37.2 The Union shall designate, in writing, addressed to the Mayor or his/her designee those employees of the Employer who shall service as grievance representatives. The composition of the union's list of designated representatives may be changed by the Union upon notifying the Mayor or his/her designee in writing. In addition, employees may also be represented by a staff representative or members of the Union at any level of the Grievance Procedure.

37.3 The party asserting a grievance, his or her representative, and necessary witnesses who testify, shall be excused from duty to the extent necessary to permit them to participate in grievance meetings or arbitration hearings without loss of pay. However, to the extent practical, meetings will be scheduled between 8:00 a.m. and 3:00 p.m. on Mondays through Fridays except holidays, unless the parties otherwise agree.

37.4 All references to the number of days shall be understood as working days, which are defined as Monday through Friday, except holidays.

37.5 If the grievant or his representative fails to initiate or appeal the Employer's decision within the specified time limits established herein, the grievance shall be deemed to have been withdrawn and be null and void. If the Employer fails to meet a deadline set by this procedure, the grievance shall automatically advance to the next step. However, this provision shall not mean that an honest attempt to settle grievances shall be passed on to the next responsible Employer representative to resolve. Settlement of a grievance at any step of this procedure shall be final and binding on the Employer, the Union, and the employees.

37.6 Time limits may be waived upon written consent of both parties. Likewise, any step in this procedure may be eliminated by mutual written consent.

37.7 In any meeting or hearing, the grievant has the right to have his or her Union grievance representative in attendance. However, where the grievant does not choose to have a Union representative, the Union shall have the right to be present at the adjustment of any grievance. All grievances settled pursuant to this procedure shall not be inconsistent with the terms and provisions of this Agreement.

37.8 The Union and the Employer have the right to mutually agree to consider a policy and /or group grievance which immediately and adversely affects all or a substantial group of employees.

37.9 Grievance forms shall be provided by the Union in triplicate form. Copies of the grievance forms shall be assigned as appropriate for each respective step of this procedure.

Step 1.

An employee who believes he may have a grievance shall notify his Department Director of the possible grievance within five (5) days of the occurrence of the facts giving rise to grievance. The Department Director will hold an informal meeting with the employee and his steward, within five (5) days of the date of the notice by the employee. The Department Director and the employee, along with the employee's steward, will discuss the issues in dispute with the objective of resolving the matter informally.

Step 2.

If the grievance is not settled at Step 1, the employee or the union may file a written appeal to the Department Director within three (3) five (5) days of the receipt of the Department Director's Step 1 answer.

The Department Director, or designee, shall hold a meeting with the employee and the Union's representative within three (3) five (5) days. The Department Director, or designee, shall send the employee and the Union representative a written decision within three (3) five (5) days of the meeting.

Step 3.

If the grievance is not settled at Step 2, the Union may appeal, in writing, within seven (7) days after the receipt of the Department Director's written decision, to the Mayor or his/her designee. The Mayor, or his/her designee, shall within seven (7) days of the receipt of the appeal, meet with the Department Director, the Union representative, the Union's grievance Chairman, the Union President and the aggrieved, and attempt to adjust the matter. The Mayor or his/her designee, shall reduce his/her decision to writing and submit it to the Union President, Union Staff representative, if any, and the aggrieved within seven (7) days after such meeting. If the grievance is unresolved, it may be submitted to arbitration pursuant to the Arbitration Procedure contained herein.

Article 38: Arbitration Procedure

The Parties reached tentative agreement on this issue.

Note: All Language of Article 38 was deleted and the new Language reads:

38.1 In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by timely default of the Employer, then within thirty (30) days after the rendering of the decision at Step 3 or a timely default by the Employer at Step 3, the Union may submit the grievance to arbitration by submitting its demand for arbitration. The Union shall request the Federal Mediation and Conciliation Service (FMCS) to provide the parties duplicate panels of nine (9) arbitrators from within the State of Ohio and a copy of the request shall be simultaneously mailed to the Employer. If the parties are unable to agree upon which of those nine nominees shall serve as Arbitrator, then the Arbitrator will be chosen by each party alternately striking names, beginning with the moving party, and the name remaining shall be the Arbitrator. Either party shall have the option to completely reject one (1) panel of arbitrators provided by the FMCS and request another list.

38.2 The Arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement or to make

any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement. The Arbitrator shall not decide more than one grievance on the same hearing day or series of hearing days except by the mutual written agreement of the parties. The Arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The Arbitrator's award and decision shall be final and binding on the Employer, the Union and all affected parties.

38.3 The hearing or hearings shall be conducted pursuant to the rules of the Federal Mediation and Conciliation Service to the extent consistent with the terms of this Article 38.

38.4 The fees and expenses of the Arbitrator will be paid by the party losing the grievance. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party. The Employer shall provide a permanent hearing room. In the event of a "split" award, the Arbitrator shall apportion the Arbitrator's costs.

38.5 The parties may mutually agree to mediate a grievance prior to the selection of the Arbitrator. The parties will use the FMCS.

Article 41: P.E.O.P.L.E. Deductions

The parties reached tentative agreement on this issue.

41.1 The Employer agrees to deduct voluntary contributions to the Public Employees Organized for Political Legislative Equity (P.E.O.P.L.E.). Deductions shall be submitted the Union pursuant to the authorization Card attached hereto as Exhibit A **D**, no later than the tenth (10th) day following deduction. The Union shall be furnished an alphabetical listing of employees having political deductions made at the time of contributions are submitted to the Union.

Article 44: Tool Allowance

The Parties reached tentative agreement on this issue.

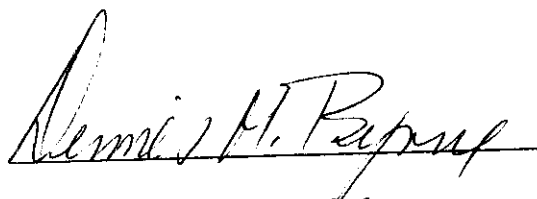
44.1 Upon receiving prior approval for a tool purchase, mechanic shall receive up to ~~\$250~~ **\$350** per year tool allowance reimbursement. Proof of purchase must be demonstrated to be reimbursed. **Any amount not used in the calendar year will be forfeited. There is no carry over of tool allowance.**

Article 47: Injury Leave/Light Duty (New Article)

The Parties agreed to the following Language:

- 47.1 A bargaining unit member who is not physically capable of performing full duty tasks as a result of an illness or injury to that member, with approval of a physician and the Supervisor, may be assigned light duty tasks on a temporary basis (not to exceed 90 calendar days at a given time). If no work assignments are available in the employee's current department, the employee may accept assignment to other departments or divisions to perform work within the employee's medical restriction. Said employee shall receive all compensation and benefits attached to his or her normally assigned position.
- 47.2 Members placed on light duty shall be required to present an attending physician's statement listing specific job restriction for the employee, which shall be reviewed by the Employer before light duty is assigned.
- 47.3 Requests for light duty must be filed in writing and submitted to the Employer with accompanying physician's statement listing the employee's job restrictions.
- 47.4 The hours to be worked while on light duty are Monday through Friday, 8:00 a.m. to 4:30 p.m. No employee shall be required to perform any duty that may cause aggravation of his or her injury. If the employee chooses not to perform light or limited duty, then they shall remain on sick leave until they have been cleared by their attending physician to perform their full job-related duties. The program provides flexibility for doctor's appointments and physical therapy appointments.
- 47.5 The employee may be assigned to job-related training classes under a light duty assignment, provided the training is consistent with the work restrictions described by the physician.

Signed this 16th day of April 2010, at Munroe Falls, Ohio.

A handwritten signature in cursive script that reads "Dennis M. Byrne". The signature is written in black ink and is positioned above a horizontal line.

Dennis M. Byrne, Fact Finder

EXHIBIT C - AFSCME MEMBERS

NAME	DEPARTMENT	CLASSIFICATION	RATE OF PAY 2010	RATE OF PAY 2011	RATE OF PAY 2012
APINIS, A.	Recreation	Recreation Programmer	17.91	18.27	18.73
PARMA-SCHAEFER, A.	Recreation	Recreation Programmer	17.22	17.57	18.00
WISEMAN, L.	Recreation	Clerk/Secretary	18.83	19.20	19.68
GOMULA, C.	Building	Clerk/Secretary	19.98	20.38	20.89
PETRIE, D.	Building	Building Inspector	26.12	26.64	27.31
VADAJ, S.	Planning	Zoning Inspector	23.58	24.05	24.65
FLAKE, A.	Engineering	Eng. Tech./Inspector	20.66	21.07	21.60
GEER, L.	Finance	Sr. Finance Clerk*	21.56	21.99	22.54
BAILEY, J.	Service	Utility Worker	21.48	21.91	22.46
BALLI, J.	Service	Utility Worker	18.74	19.11	19.59
BALLI, T.	Service	Utility Worker	21.48	21.91	22.46
CORBETT, T.	Service	Admin. Asst.*	21.48	21.91	22.46
FULLERTON, M.	Service	Utility Worker	16.68	17.01	17.44
WILLA, G.	Service	Utility Worker	21.48	21.91	22.46
HALL, T.	Service	Utility Worker	21.48	21.91	22.46
HEBEBRAND, S.	Service	Utility Worker	20.35	20.76	21.28
HRABAK, D.	Service	Utility Worker/Crew Leader	23.22	23.68	24.27
SCHUMAKER, L.	Service	Utility Worker/Crew Leader	23.22	23.68	24.27
SPENCE, R.	Service	Mechanic	21.48	21.91	22.46
MOYTO, F.	Service	Chief Mechanic	23.22	23.68	24.27
RORRER, J.	Service	Utility Worker	21.48	21.91	22.46
RUSSELL, L.	Service	Utility Worker	21.48	21.91	22.46
YOST, A.	Service	Utility Worker	21.48	21.91	22.46
KACHENKO, S.	Service	Utility Worker	21.48	21.91	22.46
BAILEY, L.	Water	Utility Worker/Crew Leader	23.22	23.68	24.27
BAIR, M.	Water	Utility Worker	21.48	21.91	22.46
DENGG, J.	Water	Clerk/Secretary	21.48	21.91	22.46
MAKAR, E.	Water	Clerk/Secretary	20.79	21.20	21.73
WEIDELE, T.	Water	Utility Worker	21.48	21.91	22.46
KENDELL, J.	Water	Utility Worker	21.48	21.91	22.46
DOYLE, S.	Grounds	Utility Worker	18.74	19.11	19.59
SMITH, D.	Grounds	Utility Worker	21.48	21.91	22.46

* City and Union agree to re-classify these positions to Clerk/Secretary with approval from SERB.