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STATE EMPLOYMENT
RELATIONS BOARD

2010 OCT 21 P 12:34

PURSUANT TO O.R.C. 4117.14(C)
UNDER THE AUSPICES OF THE
STATE EMPLOYMENT RELATIONS BOARD

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|-------------------------------|---|----------------------------|
| IN THE MATTER BETWEEN |) | |
| |) | |
| AMERICAN FEDERATION OF STATE, |) | FACTFINDER'S |
| COUNTY, AND MUNICIPAL |) | REVISED¹ |
| EMPLOYEES, OHIO COUNCIL 8, |) | REPORT |
| LOCAL 2550 |) | |
| |) | |
| and |) | SERB CASE NO. |
| |) | 09-MED-12-1499 |
| CITY OF DOVER |) | |

This Factfinding arises pursuant to Ohio Revised Code Section 4117.14(C). The Parties, the American Federation of State, County, and Municipal Employees, Ohio Council 8 (“the Union”) and the City of Dover (“the City”), selected Susan Grody Ruben to serve as sole, impartial Factfinder, whose Recommendations are issued below.

¹ The Parties and the Factfinder held a telephone conference call October 19, 2010 regarding Article XXXV, Duration of Agreement. During that call, the Parties and the Factfinder acknowledged a typographical error in the October 7, 2010 Factfinder’s Report; i.e., the three-year duration of the Agreement, to which both Parties had agreed, results in an ending date of March 31, 2013, not 2012 as was stated in the October 7, 2010 Factfinder’s Report. Accordingly, this Factfinder’s Revised Report makes that correction. All other contents of the October 7, 2010 Factfinder’s Report remain unchanged and are reproduced in this Factfinder’s Revised Report.

Hearing was held August 30, 2010 in Dover, Ohio. The Parties were afforded full opportunity for the presentation of positions and evidence. Pre-hearing submissions were received from both Parties.

APPEARANCES:

for the Union:

Stevan P. Pickard, Staff Representative, AFSCME Ohio
Council 8, 1145 Massillon Road, Akron, OH 44306.

for the City:

Edward S. Kim, Esq., Downes Fishel Hass Kim LLP,
400 S. Fifth Street, Suite 200, Columbus, OH 43215.

FACTFINDER'S RECOMMENDATIONS

Statutory Criteria

In reaching Recommendations on the open issues, the Factfinder has reviewed the parties' pre-hearing submissions, and the evidence and positions presented at the Factfinding Hearing. The Factfinder has analyzed this information in the context of the statutory criteria found in Ohio Revised Code Section 4117.14(G)(7):

- a) Past collectively bargained agreements ... between the parties;
- b) Comparison of the issues submitted to final offer settlement relative to the employees in the bargaining unit involved with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;
- c) The interests 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;

- d) **The lawful authority of the public employer;**
- e) **The stipulations of the parties; and**
- f) **Such other factors, not confined to those listed ... which are normally or traditionally taken into consideration in the determination of the issues submitted to final offer settlement through voluntary collective bargaining, mediation, fact-finding, or other impasse resolution procedures in the public service or in private employment.**

Bargaining Unit

The bargaining unit consists of City employees who provide services in various City departments, including Cemetery, Streets, Parks, Highway, Traffic, Water and Waste Water Plant, and the Electric supply and distribution plant. There are approximately 87 employees in the bargaining unit.

Incorporated Articles

The Factfinder hereby incorporates into her Recommendations the current language of the unchanged articles.

Unresolved Issues

1. Article XV -- Wages

City's Proposal

The City proposes a 0% increase effective April 1, 2010, and a wage re-opener for Years 2 and 3 of the contract. This wage proposal is based on a realistic view of the City's economic circumstances. As in many cities and jurisdictions throughout Ohio, the City of Dover has financial concerns. Income tax revenues decreased by \$900,000 in 2009, after having steadily risen in previous years. The comparable cities of Cambridge and Wadsworth

implemented a wage freeze for 2010. Current salaries for City employees are reasonable and comparable to, and often better than, those of comparable jurisdictions. Most of the employees in this bargaining unit earn approximately \$40,000, significantly higher than the City average of \$27,000.

These employees receive a full 10% pension pick-up. If the Factfinder recommends any wage increase, it would be appropriate to reduce the percentage of pension pick-up. Many comparable jurisdictions have 0% pension pick-up.

The City notes the police contract increases were negotiated in 2008, a year of increased revenues for the City. Non-bargaining unit City employees' wages were set by a 2007 ordinance; these employees have agreed to a wage freeze for 2011.

Union's Proposal

The Union proposes 2.5%-2.5%-2.5%. This proposal is reasonable in light of the increase in employees' out-of-pocket health costs. The cost of living has risen. Moreover, police received 4% in 2010 and are to receive 4.2% in 2011, which is fully funded from the General Fund. In the instant 87-member bargaining unit, only 26 positions are funded by the General Fund; the remaining positions are funded by fees for service.

Factfinder's Recommendation

The Factfinder recommends 0%-1%-1.5%. This takes into account the City's current financial situation, the bargaining unit members' compensation as compared to external comparables and internal non-bargaining unit City employees, and the employees' increased out-of-pocket health care costs.

2. **Article XXI – Work Week, Pay Period, and Overtime**

City's Proposal

The City proposes status quo. The Union's proposal would increase expenses. Moreover, the status quo is consistent throughout the City.

Union's Proposal

The Union proposes adding vacation and personal days to the current benefits that are included in calculating overtime. Currently, there is a practice of including personal days as hours worked for calculating overtime, but this is not expressed in the collective bargaining agreement.

Factfinder's Recommendation

The Factfinder recommends incorporating language into the collective bargaining agreement reflecting the current practice regarding when personal and vacation days are and are not counted hours worked for the purpose of calculating overtime.

3. **Article XXIII – Major Medical – Hospitalization**

The Parties have reached agreement as follows:

Section 23.01(A) Effective March 19, 2010, employee monthly contribution of \$55.00 for a single plan and \$110.00 for a family plan.

Section 23.01(B) Effective March 19, 2011, employee monthly contribution of \$65.00 for a single plan and \$130.00 for a family plan.

Section 23.01(C) Effective March 19, 2012, employee monthly contribution of \$75.00 for a single plan and \$150.00 for a family plan.

Section 23.01(D) Effective March 19, 2010, emergency co-pay is \$75.00.

Section 23.02 – Prescriptions

Generic: \$5.00 Non-generic: \$20.00 Non-preferred: \$40.00

“As written” prescriptions

Generic: \$20.00 Non-generic: \$40.00 Non-preferred: \$50.00

Section 23.03 Effective March 19, 2010, deleted.

Section 23.04 Status quo for Years 1 and 2. For Year 3, effective

April 1, 2012:

Annual deductible: \$300/person for preferred provider

\$500/family for preferred provider

\$600/person for non-preferred provider

\$1200/family for non-preferred provider

**Out of pocket
maximums:**

\$1200/person for preferred provider

\$2400/family for preferred provider

\$2400/person for non-preferred provider

\$4800/family for non-preferred provider

Section 23.07 (new) – Health Care Reform

The Parties have agreed to incorporate the following language:

In the event any changes in the Parties' health insurance causes a loss of grandfathered status under Health Care Reform, the Parties agree such changes can be modified so that grandfathered status is kept. In no event shall the modified changes result in employees paying more for health insurance.

4. Article XXIV – Life Insurance

The Parties have agreed to increase the life insurance policy to \$25,000.00.

5. **Article XXVI – Vacation Benefits and Vacation Scheduling**

City's Proposal

The City proposes status quo.

Union's Proposal

In Section 26.03(K), the Union proposes to permit employees to take time off in minimum 2-hour increments, rather than the current minimum 4-hour increments.

Factfinder's Recommendation

While the Factfinder understands the City's preference to maintain the minimum 4-hour increments, the Factfinder recommends permitting minimum 2-hour increments to give greatly-added flexibility to employees while causing only moderate impact on the City.

6. **Article XXXV – Duration of Agreement**

The Parties have agreed the contract shall be a 3-year contract, effective April 1, 2010 and ending March 31, 2013.

7. **September 16, 2008 Letter of Understanding**

The Parties have agreed to keep as an Attachment to the contract the September 16, 2008 Letter of Understanding.

DATED: **October 19, 2010**


Susan Grody Ruben
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Factfinder

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ARBITRATOR AND MEDIATOR

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