

SERB

09-MED-12-1506

STATE EMPLOYMENT
RELATIONS BOARD

Before the State Employment Relations Board's
Mutually Selected Fact Finder

2010 AUG 16 P 12:49

American Federation of)	Fact Finder: Betty Widgeon
State, County and Municipal)	
Employees, Local 2571, group one)	
AFL-CIO)	
And)	
)	
City of Bellevue)	Final Report Incorporating The Parties' Mediated Settlement As the Final Report

Appearances

For the Union: David Blyth, Jr. AFSCME Ohio Council 8 Staff
 For the Employer: Kenneth Stumphauzer, Attorney for Bellevue

Additional Participants:

For the Union: Mike Lantz, Water Distribution Crew-Leader, Jim Dendinger,
 Cemetery Sexton/Union Treasurer, Kip Walters, Street Department/
 Union President, Steve Kowalik, AFSCME Ohio Council 8, Wally
 Klinski, Water Department/Chief Steward

For the Employer: David E. Kile, Major, Jeff Crosby, Safety Service Director, Steven D.
 Smith, City Auditor, Ashleigh Elcesser, Attorney for Bellevue

Fact-Finder's Final Report

The Fact-Finder opened the session with observations that the Parties' Summary Statements appeared to highlight that there were areas of potential agreement between, and extended to the Parties the offer of beginning the Fact Finding with an attempt at mediation. Both sides allowed that a limited time for mediation might prove effective, and the Fact-Finder proceeded by meeting with each side in separate mediation sessions. The Fact-Finder also suggested that it might also be helpful for Mr. Stumphauzer and Mr. Blyth

to caucus alone and report back to their respective groups. Both sides agreed to this arrangement. In the course of these sessions, the parties engaged in numerous discussions and negotiations. These eventually resulted in a Mediated Settlement Agreement resolving all outstanding issues. **By request of the Parties and agreement by the Fact-Finder, the Parties' Mediated Settlement Agreement is Incorporated by the Fact-Finder as the Final Fact-Finding Report and is subject to the three-fifths voting standards of the statute.**

Said Mediated Settlement is set-forth below:

MEDIATION AGREEMENT

Mediation Agreement effective August 10, 2010. The following provisions were agreed to by the parties on the effective date and shall be in addition to the tentative agreements previously agreed to by the Union and the Employer.

1) ARTICLE 10 SENIORITY PROCEDURE

Maintain current Contract language.

2) ARTICLE 11 POSTING AND BIDDING PROCEDURE

Maintain current Contract language.

3) ARTICLE 12 LAYOFF AND RECALL PROCEDURE

Maintain current Contract language.

4) ARTICLE 17 EMPLOYEE TRAINING

Maintain current Contract language.

5) ARTICLE 26 HEALTH AND WELFARE PLAN

Maintain current Contract language.

6) ARTICLE 27 HOSPITALIZATION

Effective October 1, 2010, the Employer agrees to provide hospitalization/major medical insurance 80/20 Plan (\$500/individual; \$1,000/family deductible). The Employee shall be responsible to pay 10% of the premium cost per month for the Plan subject to a cap of One Hundred and Seventy Five Dollars (\$175.00). The spousal eligibility language incorporated into the fire fighters' Contract shall become part of this Collective Bargaining Agreement on October 1, 2010.

7) ARTICLE 28 UNIFORMS AND ALLOWANCES

The clothing allowance shall be Six Hundred Dollars (\$600) and the payment shall be made in the first pay period of February of each of the Contract years.

8) ARTICLE 31 NO SUBCONTRACTING OUT

Maintain current Contract language.

9) ARTICLE 33 OVERTIME OPPORTUNITIES/HOURS OF WORK

Breaks and lunch periods shall be taken at the jobsite unless the jobsite is within the immediate vicinity of the service department break area or the department break area.

10) ARTICLE 41 WAGES, SECTION 1

Effective August 29, 2010, all Bargaining Unit Employees shall receive a wage increase of 5%. On the anniversary date of the second and third year of the Contract Employer and the Employee shall re-open negotiations on wages only. If the parties are unable agree on wages for either the second or third year then the parties shall have all rights provided for by law except there shall be no fact-finding or other alternative dispute resolution.

11) ARTICLE 41 WAGES, SECTION 7

Effective August 29, 2010, Section 7 shall be deleted and the Employee shall pay the individual employee contribution to OPERS.

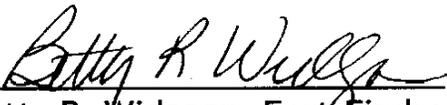
Respectfully submitted and issued on the twelfth day of August, 2010.

A handwritten signature in cursive script that reads "Betty R. Widgeon". The signature is written in black ink and is positioned above a solid horizontal line.

Betty R. Widgeon, Fact-Finder

CERTIFICATION OF SERVICE

The undersigned hereby certifies that a true copy of the foregoing Fact-Finder's Final Report was sent by regular U.S. Mail to: David L. Blyth, Staff Representative, AFSCME Ohio Council 8, 420 South Reynolds Rd., Suite 108, Toledo, Ohio 43615; and, Kenneth Stumphauzer, & Ashleigh B. Elcesser, Attorneys for the Employer, 5455 Detroit Road, Sheffield Village, Ohio 44054: this twelfth day of August 2010


Betty R. Widgeon, Fact-Finder

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Attn: Ms. Mary Laurent

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