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**IN THE MATTER OF FACT FINDING**

**BETWEEN**

**AFSCME OHIO COUNCIL 8, LOCAL 3838, AFL-CIO**

**AND**

**THE CITY OF BUCYRUS, OHIO**

**SERB CASE # 13-MED-09-1109**

**Robert G. Stein, Fact-finder**

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## INTRODUCTION

The parties to this matter are AFSCME Ohio Council 8, Local 1728 (hereinafter “Union”) and the City of Bucyrus, Ohio (hereinafter “Employer” “City,” “Department”). The Employer is located in central Ohio. According to the documentation provided to the fact finder, the bargaining unit is comprised of approximately thirty-eight (38) employees.

**General/State/Local Economic Overview:** Caution and uneasiness have marked the years since the “great recession” was declared to have ended on a national level. Of course, what is often declared to be ended nationally does not always translate at the local level, particularly in Ohio, which has had more than its share of job losses prior to and as a consequence of the great recession. Recovery has been incremental since 2008. It has been marked by unevenness and was unaided by considerable national political discord, which only recently has shown signs of incremental improvement. (E.g. Farm Bill, Budget Bill passage) In spite of the prolonged gridlock in Congress over most issues, which did little to relieve economic uncertainty, the private sector has continued to add jobs (see latest BLS on 215,000 jobs created in November, and 184,000 jobs created in October, again in uneven numbers, but resulting in a lowering of the national unemployment rate to 6.7%). The stock market, which had a banner year in 2013, in January of 2014 has experienced some retrenchment and in spite of some recovery so far in February and March is very vulnerable to national and international events such as the Russian takeover of Crimea. The index of manufacturing activity continues to rise hitting 57 in December in stark contrast to 32.5 that existed in December of 2008. *“Manufacturing remains a bright spot for the economy,” said Russell Price, senior economist at Ameriprise Financial in Detroit and the best ISM index forecaster over the past two years, according to Bloomberg data. “There’s still a sizable amount of pent-up demand in the consumer and corporate sector.”* This may be “signaling strong demand at home and abroad that could boost growth

prospects into next year.” (WSJ, 12-3-13). What remain to be seen are the depth, breadth, and strength of the recovery from the recession, and while there is reason to be optimistic regarding eventual recovery, there is much to be said as to what form it takes and in what geographical location of the United States. Lessons learned from the recession and the advancement of technology question the way things used to be done and are affecting the nature of the recovery. Business has learned to be more efficient and do more with less or with part-time rather than full-time employees. One sign of the growing strength of employment is in manufacturing, adding some 27,000 jobs to elevate the factory employment nationally above 12 million for the first time since 2009. Moreover, factory workers are averaging 4.5 hours of overtime per week, which is an increase of 10% over last year. (Josh Boak, Associated Press, 12-9-13) In Ohio the majority of manufacturing jobs are related to transportation, which has experienced sustained recovery. Yet, caution still exists and there is still cause for concern in the number of people unemployed. Currently there are more than 4 million people who have been unemployed for 6 months or more. The number of those who have been unemployed for more than 18 months has not changed significantly in spite of the aforementioned growth. Complicating the future more is the fact that extended unemployment benefits (28 weeks beyond the average of 26 weeks) for approximately 1.3 million Americans (approximately 40,000 in Ohio) expired on December 28, with the addition of another 800,000 that saw their unemployment benefits expire during the first two months of 2014. Affecting things even more broadly is the fact that for millions of workers income has not changed markedly for several years. (“Incomes are Flat, Reflecting a Slowdown in Job Growth, but Consumer Spending Rises,” Associated Press, 2-2-14)

The economy in Ohio has shown slow signs of improvement from a very long and severe national recession. Substantial activity has been initiated in the areas of shale gas and oil exploration, with a promise of billions of dollars of added income to Ohio in the future. (“Shale gas and oil will add \$5 billion to Ohio’s economy by 2014, say economists” by John Funk, Plain Dealer, 2-29-12) And some would argue that jobs created from this exploration provide more employment for out of state workers than those who live in Ohio. (“Fracking: So where’s the economic boom that was promised?” by Spencer Hunt and Dan Gearino,

Columbus Dispatch, January 28, 2014) In 2012 additional jobs were created in Ohio, but in most of 2013 there were signs that progress has stalled with the rate of job creation slowing down from the rate of growth previously experienced following the declared end of the recession. For example, in 2013, sustained job growth in Ohio never lasted longer than two months and several times in 2013 Ohio experienced the worst or second worst job losses in the country. ("Ohio added jobs in December", Frolik, Dayton Daily News, January 24, 2014) Yet, since January of 2013 some 67,000 new jobs have come to Ohio. And, recently the Department of Labor reported that Ohio added some 16,700 jobs in January of 2014, only second to Texas. Simply put, job creation has been a roller coaster ride of gaining and losing jobs. In January 23 states reported adding new jobs, while 27 states reported job losses. What holds for the remainder of 2014 is not certain on a national or statewide perspective.

The local economy in spite of having to adjust to declining revenue from the state of Ohio (50% reduction in Local Government Funds, the elimination of the Estate Tax a loss of several hundred thousand per year, loss of Intangible Personal Property Tax) appears to be stable. Prudence and sound fiscal management are lessons many public sector entities have been practicing or have chosen to give greater emphasis to as lessons learned from the Great Recession.

The parties brought six (6) issues to fact finding. The fact finder, at the request of the parties, entered into mediation for several hours. In spite of considerable effort made by the two very experienced advocates along with the fact finder, the parties, while making progress in terms of understanding, were unable to reach tentative agreement on the six (6) issues leading to the necessity of a hearing. The items specifically addressed by the fact finder in this report are based upon the evidence and arguments proffered by the Union and the City. The recommendations contained in this report are intended to conform to the statutory criteria that all fact finders must follow.

## **CRITERIA**

### **OHIO REVISED CODE**

In the finding of fact, the Ohio Revised Code, Section 4117.14 (C) (4) (E) establishes the criteria to be considered for fact-finders. For the purposes of review, the criteria are as follows:

1. Past collective bargaining agreements
2. Comparisons
3. The interest and welfare of the public and the ability of the employer to finance the settlement
4. The lawful authority of the employer
5. Any stipulations of the parties
6. Any other factors not itemized above, which are normally or traditionally used in disputes of this nature.

### **Issue by Issue Summary of the Parties' Positions and Discussion:**

The Union's and the Employer's detailed position and rationale on each unresolved issue can be found in their respective Pre-hearing Statements and in evidence in the record.

However, in summary the proposed position of each party is as follows:

**ISSUE 1    ARTICLE 9 SICK LEAVE**

**CITY:** The **City** is proposing to cap the accrual of sick leave. It contends that in its review of other AFSCME contracts in the state Bucyrus is the only city that has uncapped accumulation of sick leave.

**UNION:** The **Union** is proposing current language. It argues that the Employer has not demonstrated any financial need to remove and/or reduce the benefit.

**Discussion:** The City made a convincing argument for reform, but as with any change, it is best accomplished in a reasonable manner. Consideration should be given to past benefit conditions understood by current employees when they were hired. They have counted on these benefits as they approach retirement. The City's proposal going into fact finding capped sick leave at 960 hours addresses an approach to this issue that is both fiscally sound and would create more economic predictability in the future. It is also in line with many other cities in Ohio who have found that caps help them manage this important benefit. In balancing the City's need to better manage this liability with maintaining a benefit for those employees who have worked and planned their retirement around this benefit, the fact finder finds it to be reasonable to implement the City's cap on a prospective basis. The external comparable data from other cities supports a defined cap and one being proposed by the City is reasonable in that regard.

**RECOMMENDATION (bold/cross out, including any prior TAs):**

**ARTICLE 9**

**SICK LEAVE**

9.01            Sick leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the employee; 2) exposure by the employee to a contagious disease communicable to other employees; and/or 3) serious illness, injury or death in the employee's immediate family.

9.02    An employee who is to be absent on sick leave shall notify the Employer of such absence and the reason therefore at least one (1) hour before the start of his/her work shift each day he/she is to be absent, unless physically unable to do so. If the absence is anticipated to be more than one day, the Employer shall be so notified, and the employee shall be relieved from calling each day.

9.03            Employees shall accumulate sick leave at the rate of 4.6 hours for every eighty (80) hours worked. Sick leave may be used in initial segments of two (2) hours and

hourly thereafter.

9.04 Before an absence may be charged against accumulated sick leave, the Service Director may require such reasonable proof of illness, injury or death as may be satisfactory to him/her, or may require the employee to be examined by a physician designated by the Service Director and paid by the Employer. In any event, an employee absent for more than three (3) consecutive workdays must supply a physician's report to be eligible for paid sick leave, unless waived at the sole discretion of the Service Director. If medical attention is required, a certificate stating the nature of the illness from a licensed physician may be required to justify the use of sick leave.

9.05 If an employee fails to submit adequate reasonable proof of illness, injury or death upon request, or in the event that upon such proof as is submitted or upon the report of medical examination, the Service Director, at his/her discretion, finds there is not satisfactory evidence of illness, injury or death sufficient to justify the employee's absence, such leave may, at the Service Director's discretion, be considered an unauthorized leave and shall be without pay. Such policy shall be consistently applied.

9.06 Any abuse, or excessive or patterned use of sick leave shall be just and sufficient cause for disciplinary action, **up to and including termination.**

9.07 The Service Director may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his/her return to duty, to be examined by a physician designated and paid by the Employer, to establish that he/she is not disabled from the performance of his/her duties and that his/her return to duty will not jeopardize the health and safety of other employees. Such policy shall be consistently applied.

9.08 When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse, children, parents, or person residing with the employee. When the use of sick leave is due to death in the immediate family, "immediate family" shall be defined to only include the employee's parents, spouse, child, brother and sister, grandchildren, stepchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparents, grandparent-in-law, person residing with employee and any person who took the place of a natural parent.

9.09 Upon retirement or separation from the city of Bucyrus, an employee may elect to have compensation from the payment of unused vacation or sick leave rolled into their deferred compensation account. All rules, requirements, and conditions of deferred compensation accounts apply here.

9.10 In conformity with the provisions of O.R.C. Section 124.39 any employee hereunder with ten (10) through twenty-four (24) years of service in the employ of the City of Bucyrus who elects to retire shall be entitled to receive in cash at his/her rate of pay at

that time one-fourth (1/4) of the value of his/her accrued but unused sick leave credit up to a maximum of two hundred forty (240) hours of accrued but unused sick leave.

Any employee with at least twenty-five (25) years of full-time service to the City of Bucyrus who elects to retire from active service shall be entitled to receive cash at his/her rate of pay at that time, the full value of his/her accrued but unused sick leave credit up to a maximum of 1,320 hours.

Such Employees shall have the option of either accepting a lump sum cash settlement at the time of his/her effective retirement date, said sum to be determined by multiplying the number of his/her unused sick leave credit (up to a maximum of 1,320 hours) times his/her current hourly wage rate, or continuing to remain on the City payroll and drawing his/her current wages, without any acceleration, for the period of his/her unused sick leave credit (up to a maximum of 1,320 hours). Notice of election shall be made in writing directed to the payroll clerk of the City of Bucyrus. For purposes of this section, hourly rates shall be computed based upon 2,080 hours per year.

**Employees hired after January 1, 2014, or employee(s) with less than 960 accumulated sick hours as of January 1, 2015 shall have the option of either accepting a lump sum cash settlement at the time of his/her effective retirement date, said sum to be determined by multiplying the number of his/her unused sick leave credit (up to a maximum of 960 hours) times his/her current hourly wage rate, or continuing to receive bi-weekly pay at his/her current wages, without any acceleration, for the period of his/her unused sick leave credit (up to a maximum of 960 hours). Notice of election shall be made in writing directed to the payroll clerk of the City of Bucyrus. For purposes of this section, hourly rates shall be computed based upon 2,080 hours per year.**

Any hours in excess of the above caps may be converted to compensatory time at the ratio of three (3) hours of sick leave for one (1) hour of compensatory time at the time of retirement, to be taken as time off as approved by the Service Director.

9.11 Starting in July of 2007 and annually thereafter, an employee may request the conversion of any hours in excess of the above to compensable sick leave hours at a ratio of three (3) hours sick leave for one (1) hour compensable sick leave. Compensable sick leave hours will then be rolled into the employee's deferred compensation account at the employee's current rate of pay. All rules, requirements, and conditions of deferred compensation accounts will apply here. Depending upon the number of requests for conversion and the judgment of the city as to financial condition, an amount less than that requested may be converted by the City.

9.12 In the event an employee has suffered a catastrophic illness or injury and has exhausted all accrued sick leave, each employee shall have the option of contributing a portion of his/her own accrued sick leave to the affected employee.

**Employees who voluntarily donate sick leave may not deplete their sick leave balance below one hundred sixty (160) hours of accrued sick leave and still retain their three (3) additional vacation days for unused sick leave. If an employee wishes to donate sick leave and has less than one hundred sixty (160) hours of accrued sick leave they will forfeit their earned sick days for unused sick leave.**

9.13 All full-time employees who have not taken any sick leave during the previous calendar year shall be credited with three additional days of vacation on their anniversary date.

## **ISSUE 2    ARTICLE 18    WAGES**

**CITY:** The **City** is proposing a 3% increase for all three (3) years of the Agreement. It argues that this proposal is reasonable in light of the City's financial condition. The City points out that on the average the bargaining unit earns almost double what the median income is in Bucyrus. Additionally, the City points out that the median wage in Ohio over the last two contract periods has declined.

**UNION:** The **Union** is proposing wage increases of 3.5% for each of the next three (3) years of the Agreement. It is also proposing a me-too clause. The Union argues that there is no longer a "discernable" budget deficient and the City enjoys a favorable bond rating. The Union asserts that after years of helping the City through budget shortfalls, it is reasonable to now adjust wages upward as stated above.

**Discussion:** In 2011 and 2012 the bargaining unit received 3.5% increases plus an additional .15 cents. In 2013 the wage increase was 3.0%. During this period, as pointed out by the City, revenues from the state of Ohio as well as tax revenues have declined during the havoc created on Ohio's economy during the recession. There was a fairly lengthy period several years ago in which 3% was a very common settlement number and it arguably represented what is sometime called the "going rate" in terms of settlement. During the years of the great recession and in its aftermath (2008 on) the settlements in cities in Ohio have varied widely, with some employees continuing to receive increases that hovered around the 3% range, as was the case in Bucyrus, while others received increases that ranged from net negative amounts to very modest single digit increases. Here the Union is again proposing increases in the 3% range and the City is on average proposing 1% increases over three years, with front loading. The data and the current going rate for wage settlements that are not complicated by unusual financial difficulties appears to be much closer to 2% than 3%. However, it also appears that the parties have had no history of agreeing to me-too clauses and there is insufficient evidence to support a new approach to wages in this regard.

**RECOMMENDATION (bold/cross out, including any prior TAs):**

**ARTICLE 18**

**WAGES**

18.01 Effective January 1, 2014~~1~~, employees shall receive wages according to the following schedule:

2.0% increase

<u>Effective January 1, 2014</u>	<u>0-6 Months</u>	<u>7-18 Months</u>	<u>19-30 Months</u>	<u>Over 30 Months</u>
Maintenance Utility 1	\$15.44	\$16.84	\$18.33	\$19.31
Maintenance Utility 2	\$19.41	\$20.91	\$22.57	\$23.54
Park Maintenance	\$12.23	\$16.63	\$17.99	\$18.92
Chief Operator, Class III	\$16.24	\$17.55	\$19.03	\$19.99
Operator in Charge	\$15.35	\$16.55	\$17.76	\$18.85
Lab Technician, Class III	\$15.15	\$16.32	\$17.65	\$18.62
Operator	\$15.15	\$16.32	\$17.65	\$18.62
Certified Mechanic	\$18.44	\$19.60	\$20.56	\$21.61
Serviceman	\$12.23	\$16.84	\$18.33	\$19.31
Equipment Operator/Driver	\$12.23	\$16.84	\$18.33	\$19.31
Mechanic	\$12.64	\$17.30	\$18.71	\$19.68
Skilled Laborer (Water, S/D, Streets	\$12.23	\$16.63	\$17.99	\$18.92
Laborer (Solid Waste)	\$12.23	\$16.08	\$17.35	\$18.34
Computer Supervisor	\$16.22	\$17.27	\$18.45	\$19.31
Clerk (Billing, Inc. Tax, Adm)	\$14.63	\$16.27	\$17.32	\$18.27
Clerical (Part Time)	\$12.23	\$13.14	\$14.15	\$15.10
Custodian	\$12.23	\$16.08	\$17.35	\$18.34
Engineering Technician	\$16.23	\$17.55	\$19.02	\$19.98
Zoning Administrator	\$16.17	\$19.02	\$21.33	\$22.94
Group Leader	\$13.50	\$18.12	\$19.61	\$20.57
Equipment Operator/Driver/Floater	\$12.23	\$16.84	\$18.33	\$19.31
Administrative Secretary	\$14.63	\$16.27	\$17.32	\$18.27

<u>Effective January 1, 2015</u>	<u>0-6 Months</u>	<u>7-18 Months</u>	<u>19-30 Months</u>	<u>Over 30 Months</u>
Maintenance Utility 1	\$15.75	\$17.18	\$18.70	\$19.69
Maintenance Utility 2	\$19.80	\$21.33	\$23.02	\$24.01
Park Maintenance	\$12.47	\$16.96	\$18.35	\$19.30

Chief Operator, Class III	\$16.56	\$17.91	\$19.41	\$20.39
Operator in Charge	\$15.66	\$16.89	\$18.11	\$19.23
Lab Technician, Class III	\$15.45	\$16.65	\$18.00	\$18.99
Operator	\$15.45	\$16.65	\$18.00	\$18.99
Certified Mechanic	\$18.81	\$20.00	\$20.97	\$22.05
Serviceman	\$12.47	\$17.18	\$18.70	\$19.69
Equipment Operator/Driver	\$12.47	\$17.18	\$18.70	\$19.69
Mechanic	\$12.89	\$17.65	\$19.08	\$20.07
Skilled Laborer (Water, S/D, Streets	\$12.47	\$16.96	\$18.35	\$19.30
Laborer (Solid Waste)	\$12.47	\$16.40	\$17.70	\$18.71
Computer Supervisor	\$16.54	\$17.61	\$18.82	\$19.69
Clerk (Billing, Inc Tax, Adm)	\$14.92	\$16.59	\$17.67	\$18.63
Clerical (Part Time)	\$12.47	\$13.40	\$14.43	\$15.40
Custodian	\$12.47	\$16.40	\$17.70	\$18.71
Engineering Technician	\$16.55	\$17.91	\$19.40	\$20.38
Zoning Administrator	\$16.49	\$19.40	\$21.75	\$23.40
Group Leader	\$13.77	\$18.48	\$20.01	\$20.98
Equipment Operator/Driver/Floater	\$12.47	\$17.18	\$18.70	\$19.69
Administrative Secretary	\$14.92	\$16.59	\$17.67	\$18.63

	0-6 <u>Months</u>	7-18 <u>Months</u>	19-30 <u>Months</u>	Over 30 <u>Months</u>
Effective January 1, 2016				
Maintenance Utility 1	\$16.07	\$17.52	\$19.07	\$20.09
Maintenance Utility 2	\$20.19	\$21.75	\$23.48	\$24.49
Park Maintenance	\$12.72	\$17.30	\$18.72	\$19.69
Chief Operator, Class III	\$16.89	\$18.26	\$19.80	\$20.80
Operator in Charge	\$15.97	\$17.22	\$18.48	\$19.61
Lab Technician, Class III	\$15.76	\$16.98	\$18.36	\$19.37
Operator	\$15.76	\$16.98	\$18.36	\$19.37
Certified Mechanic	\$19.19	\$20.40	\$21.39	\$22.49
Serviceman	\$12.72	\$17.52	\$19.07	\$20.09
Equipment Operator/Driver	\$12.72	\$17.52	\$19.07	\$20.09
Mechanic	\$13.15	\$18.00	\$19.46	\$20.47
Skilled Laborer (Water, S/D, Streets	\$12.72	\$17.30	\$18.72	\$19.69
Laborer (Solid Waste)	\$12.72	\$16.72	\$18.05	\$19.08
Computer Supervisor	\$16.87	\$17.97	\$19.20	\$20.09
Clerk (Billing, Inc Tax, Adm)	\$15.22	\$16.93	\$18.02	\$19.01
Clerical (Part Time)	\$12.72	\$13.67	\$14.72	\$15.71
Custodian	\$12.72	\$16.72	\$18.05	\$19.08
Engineering Technician	\$16.88	\$18.26	\$19.79	\$20.79

Zoning Administrator	\$16.82	\$19.79	\$22.19	\$23.87
Group Leader	\$14.05	\$18.85	\$20.41	\$21.40
Equipment Operator/Driver/Floater	\$12.72	\$17.52	\$19.07	\$20.09
Administrative Secretary	\$15.22	\$16.93	\$18.02	\$19.01

~~18.04~~ Employees shall receive the following wage increase added to their base wage rate for the respective periods.

- ~~Effective 7/1/2011~~ \$ .15 per hour
- ~~Effective 1/1/2012~~ An additional \$.15 for a total of \$.30 per hour
- ~~Effective 1/1/2013~~ An additional \$.15 for a total of \$.45 per hour

Fulltime employees in the Filtration and Sewage Disposal Facilities shall receive an additional thirty-five (.35) per hour for all hours worked on the daily second and third shifts at those facilities.

**18.045** Employees shall be paid for each appropriate state certification or License for each month worked in accordance with the below chart. The appropriate amount shall be paid by adding the dollar amount, per certification to the hourly base wage of qualifying employees. If you work in any **classification** ~~division~~ of a **below listed** department, you will be paid in full for all licenses you hold **in that department. The departments are as follows**, Water Distribution, Sewer and Drains **collections**, WTP, WWTP and **Vehicles maintenance** ~~ASE Mechanic Certifications~~. If a classification in a department requires a Class A, the City will pay for the Cost of the CDL license fee and renewal fees. Renewal fees will be paid for Class B CDL License. The City will continue to pay for the cost of the license per year for Mosquito license 10D and Vegetation control license 5A, These job duties will pay the rate of Equipment operator/driver), water and wastewater license, sewer license, water distribution license.

<u>Water Certification (Treatment) Amount</u>		<u>Wastewater Certification (Treatment) Amount</u>	
EPA Class I	\$ .30/hr.	EPA Class I	\$ .30/hr.
EPA Class II	\$ .60/hr	EPA Class II	\$ .60/hr.
EPA Class III	\$ .90/hr.	EPA Class III	\$ .90/hr.
Full Chemical Certification	\$ .50/hr		
Full Bacterial Certification	\$ .50/hr		

<u>License</u>	<u>Amount</u>	<u>Total</u>	<u>Water Certification</u>	<u>(Distribution)</u>
<u>Amount</u>				
ASE Mechanic Cert 1-3	\$ .30/hr.	\$ .30	EPA Class I	\$ .30
ASE Mechanic Cert 4-6	\$ .30/hr.	\$ .60	EPA Class II	\$ .60
ASE Mechanic Cert 7-8	\$ .30/hr.	\$ .90		

<u>Wastewater Certification (Collections) Amount</u>	
EPA Class I	\$ .30
EPA Class II	\$ .60

18.06 Each fulltime bargaining unit member shall be entitled to fifteen dollars (\$15.00) per month for each three-year period of consecutive employment with the City, with the maximum pay being one hundred fifty dollars (\$150.00) per month. Should the City increase the longevity for City employees those increases will also accrue to the benefit of the bargaining unit members.

18.07 Any operator appointed by the Safety-Service Director as Maintenance Technician, shall be responsible for all non-routine maintenance and repair, and shall receive \$.50 per hour above his/her Operator's wage.

All other operators shall be responsible for routine maintenance and repair in accordance with license requirements.

### **ISSUE 3    ARTICLE 20    INSURANCE**

**CITY:** The **City** argues its insurance premium costs have increased by 25% this year and the City is proposing that the current 85-15% split be changed to an 80-20% split where employees will have to pay 20% of the monthly insurance premium. In addition, the City points out that the current AFSCME care plan (which provides supplemental insurance) causes duplicative coverage. The AFSCME care plan provides for prescription medication coverage and because the City has an HSA for employees there is no system in place to determine whether the reimbursements are duplicative of coverage provided under the AFSCME care plan. The City asserts that its liability is uncapped and the City argues it is at risk in the event of a traumatic or serious medical event experienced by an employee.

**UNION:** The **Union** proposes current language to not change 85-15% premium split. It argues the bargaining unit over the last several years has made concessions that have shifted costs to its members. The Union also points out that SERB data demonstrate that bargaining unit members are paying more in premium (15%) than the state wide average of 11.2% and that the City's desire to move to 20% is not justified.

**Discussion:** The employees of the bargaining unit currently pay approximately 4% more than the average public employee in the state of Ohio. Yet, the City is justified in looking for ways to better manage costs. And while the employee premiums are above the state wide average, the City makes a strong argument regarding duplicate coverage, which is supported by the facts.

**RECOMMENDATION (bold/cross out, including any prior TAs):**

**ARTICLE 20**

**INSURANCE**

20.01 ~~For 2011, The Employer shall pay ninety percent (90%) of the necessary premiums for the employee health insurance in effect and Employees shall pay ten percent (10%) of the premium amounts through automatic payroll deduction.~~ Effective July 1, 2011, The Employer shall pay Eighty-Five percent (85%) of the necessary premiums for the employee health insurance in effect and Employees shall pay Fifteen (15%) of the premium amounts through automatic payroll deduction.

The Employer shall have the right to change insurance carriers or coverage, as necessary, so long as any changes result in comparable coverage. The City shall provide at least thirty (30) days' notice to the union prior to implementing any changes in insurance.

In the event that the Employer, during the term of this Agreement provides employees an insurance plan with an HRA funding feature, employees shall be responsible for an amount equal to ten percent (10%) of the appropriate deductible. Deductibles being \$2,000.00 for individual and \$4,000.00 for family coverage.

In the event that the Employer, during the term of this Agreement provides employees an insurance plan with an HSA funding feature, employees shall be responsible for an amount equal to twenty-five percent (25%) of the appropriate deductible. Deductibles being \$2,000.00 for individual and \$4,000.00 for family coverage.

~~The Employer agrees to pay for any co-pays for prescription medication as part of the second level deductible once an employee has met the applicable first level deductible.~~

20.02 In those cases where both spouses are employed by the Employer, only one will be eligible for health insurance coverage, which will be the family plan or employee plus one.

20.03 The Employer shall contribute \$55.25 per month to the Ohio AFSCME Care Plan for each employee covered by this Agreement. The following components of the care plan will be afforded:

A.	Dental II	\$26.00
B.	Vision I	\$6.75
C.	Life Insurance I	\$7.50
D.	Prescription Drug	\$15.00
	Total	\$55.25

If any employee wishes to purchase other eye or dental the employee can as long as they pay 100% of the premium. The premium will be deducted by payroll deduction on a monthly basis.

20.04 The parties agree that a joint labor/management Health Insurance Committee shall be established and will be authorized to review and recommend changes to the City's health insurance plan or plans. Any recommendations of the committee must be by consensus. All consensus agreements reached by the committee shall be binding on each participating bargaining unit for the agreed term. The committee shall consist of two (2) members from each participating bargaining unit and two (2) members from management.

#### 20.05 Insurance Opt-Out

Employees opting out of health insurance coverage through the City of Bucyrus shall receive an amount equivalent to what the City would have contributed to the Employee's HSA for that given year. Employees opting out must show verification of alternative health insurance coverage.

The opt-out payment will be paid on July 1 of the year for which the employee is opting out. If the employee has to re-enroll in that same year prior to the next open enrollment period, the employee shall reimburse the City on a pro-rated basis for any money that might be due to the City. This provision shall not apply to those changes where both spouses are employed by the City of Bucyrus.

### **ISSUE 4 ARTICLE 21 HOURS OF WORK**

**CITY:** The **City** is proposing to modify the language of this article to bring about consistency in the amount and type (paid or unpaid) of time allotted for meal periods during a shift, in order to increase productivity. The City argues that very few cities provide paid lunch time to their employees and this change would bring about an enhanced level of service to the public.

**UNION:** The **Union** is proposing current language, but acknowledges that meal periods vary in length and type (paid or unpaid).

**Discussion:** Although the parties reached tentative agreement on some changes in this Article prior to mediation/fact finding in the context of the remaining open issues, the issue of meal periods was raised by the City as an avenue to move closer on resolution of all the issues. The City's argument regarding paid versus unpaid is persuasive as is its desire to create consistency across the bargaining unit, with the exception of employees who work in continuous 24 hour shift operations. Those employees are normally considered distinct from operations where employees normally work a single shift. The commonly recognized

standard for meal periods in single shift operations is either an unpaid hour or half hour. This change is supported by application of the statutory criteria stated above regarding the interest and welfare of the public and in viewing "comparisons" or what is commonly found in other collective bargaining contracts.

**RECOMMENDATION (bold/cross out, including any prior TAs):**

**ARTICLE 21**  
**HOURS OF WORK**

21.01 The normal schedule of hours shall consist of eight (8) consecutive hours per day, Monday through Friday. Where there is a continuous seven (7) day a week operation made necessary because of the nature of the work, the normal work week shall consist of eight (8) consecutive hours per day for five (5) consecutive days. An employee's workweek shall commence with his/her first scheduled shift which begins after 12:01 a.m. on Saturday. Employees working in continuous operations shall be scheduled for two (2) consecutive days off which may be other than Saturday and Sunday. All other employee's normal days off shall be Saturday and Sunday. The appointing authority may consider alternative work schedules or flex schedules on an individual basis based on department needs and the desires of the employees. Employees shall be considered fulltime employees when they are routinely scheduled to work a thirty-two (32) hour or more work week.

21.02 Employees shall be allotted two rest periods per day not to exceed fifteen (15) minutes each at the location of, or at a location proximate to, current work. Except in unusual circumstances, the City shall schedule one rest period during the first half of the workday and the second during the second half of the workday.

21.03 Employees in the continuous shift operations shall have a paid meal period not to exceed thirty (30) minutes and shall remain on duty during the meal period. Employees in the Water Distribution, Waste Water Treatment, Solid Waste, Street Department, Sewer Distribution, Parks/Maintenance, and Mechanic shall have a **unpaid** meal period not to exceed ~~thirty~~ **sixty (60)** minutes and this time shall include all clean up time. Employees during the paid meal period shall remain on duty and shall not be engaged in any personal business whatsoever. Employees in the Utility Department, Custodian, Utility Maintenance, Engineering Technician, Administrative Clerk, Zoning Administrator, and Income Tax Department shall have an unpaid meal period not to exceed sixty (60) minutes. Meal periods shall be scheduled, unless the operation requires otherwise, as close as possible to the middle of the shift.

21.04 Any employee called in to work when he/she is otherwise not scheduled shall receive a minimum of two (2) hours compensation for work at the appropriate rate, as set forth, herein, above. This provision shall be applicable to the extent that such call-in time does not abut, or overlap, the employee's regular work shift. This provision shall not

be used to alter employees' normal work schedules.

21.05 An employee reporting for work at his/her regularly scheduled work time shall receive two (2) hours of pay or two (2) hours of work.

The Employer shall have the sole discretion to place employees on standby. In the event an employee is placed on standby, he/she shall be paid as follows:

- A. An employee on standby for a sixteen (16) hour period shall be paid two (2) hours pay at the employee's regular rate of compensation.
- B. An employee on standby for a twenty-four (24) hour period shall be paid three (3) hours pay at the employee's regular rate of compensation.

21.06 If an employee is unable to report to work on time because of hazardous conditions, the City may allow the employee to use paid leave, if available, for time missed of one (1) hour or more, in one (1) hour increments. If the city closes due to a level three snow emergency as declared by the county sheriff or if determined by the mayor the employees will be compensated at their regular rate of pay for all hours he/she would have normally used.

21.07 The City shall not modify current shift schedules on a non-temporary basis prior to giving employees written notices of not less than seven (7) workdays for non-continuous operations and **fourteen (14)** ~~thirty (30)~~ calendar days for continuous operations. **Non-temporary shall be defined, for this Article, as not less than six (6) months duration.**

21.08 ~~Employees shall be permitted a fifteen (15) minute cleanup prior to lunch and end of shift. Employees shall be permitted to take on or near job site breaks, as has been the practice.~~

**21.089** The appointing authority may determine to implement a work schedule consisting of four (4) ~~ten (10)~~ hour days per week on a department-wide basis for operational reasons. If the City intends to implement such a schedule it must provide the affected employees with a fourteen (14) calendar day advance notification. The City will meet with the Union to discuss this change upon request. For purposes of employees working this schedule, overtime shall be paid for all hours worked in excess of ten (10) hours in a work day or forty (40) hours in a workweek.

The four (4) ~~ten (10)~~ hour days shall be consecutive with three (3) days off. When a holiday falls within a workweek that employees are working the four (4) day ~~ten (10)~~ hour schedule, the employees will revert back to the normal eight (8) hour schedule for that week.

An appointing authority may require some employees within a department to work four (4) ~~ten (10)~~ hour days in a workweek. The appointing authority shall determine the

classifications that will work this schedule. This schedule shall be offered to employees in the selected classifications based on department seniority. If an insufficient number of employees desire to participate in this schedule, the appointing authority may assign employees with the least department seniority.

**ISSUE 5    ARTICLE 35    MISCELLANEOUS**

**CITY:** The **City** is proposing current language on uniforms in Section 35.03.

**UNION:** The **Union** argues it has helped to reduce the City's costs by agreeing to a reduction in the cost of uniforms.

**Discussion:** Prior to fact finding the parties agreed to most of the changes appearing in this article, with the exception of Section 35.03, the Union agreed to reduce the City's costs for uniforms. Additionally, the language proposed by the City regarding IRS codes and the non-taxable nature of uniforms provides protection for both the employees and the City. Finally, the addition of a separate boot allowance sought by the Union is a very essential item for the health, safety, and productivity of employees, and is commonly found in both public and private sector labor agreements.

**RECOMMENDATION (bold/cross out, including any prior TAs):**

**ARTICLE 35**

35.01            Every bargaining unit member shall be permitted to review his/her personnel file at a reasonable time after request to the Service Director or his/her designee. Any document added to the employee's personnel file will be supplied to the employee within one work-day of the addition.

A bargaining unit member may copy documents in his/her personnel file once annually without cost. **Additional copies, of the personnel file annually, shall be at a cost of ten cents (\$.10) per page.**

35.02            If a bargaining unit member has reason to believe there is an inaccuracy in any document in his/her personnel file, he/she may prepare a written memorandum explaining the alleged inaccuracy and present it to the Service Director. The employee will be given a written response.

35.03            Any bargaining unit member who wears an approved uniform while at work shall receive a uniform allowance in the amount of **three hundred and fifty dollars** ~~four~~

~~hundred fifty dollars (\$450)~~ in each year of the Agreement payable on or before June 15, annually, on a monthly pro-rata basis **when companied with a receipt for the purchase of approved uniforms. The three hundred and fifty dollars (\$350) is a reimbursement and not a taxable fringe benefit, in accordance with the IRS codes.**

The City shall provide foul weather gear for non-clerical employees. Foul weather gear will consist of the following:

1. Jacket: Attached hood (Carhart type)
2. Bibs: Employees desire (in writing) if bibs will be insulated or not.
3. Rain Suit: Two-piece
4. Boots: Supervisor will purchase, **not to exceed one hundred and fifty dollars (\$150)** with approval of the Safety-Service Director, Each Department Head will decide the type within OSHA and ORC 4167 guidelines.
5. Rubber gloves may be purchased if deemed necessary by the Department Head.
6. Leather work gloves will be provided as needed and as deemed necessary by the Department Head.

Female gear should be of female design. Gear is to be worn only for City business and to and from work.

If an employee is transferred or promoted to a division with a different uniform, the employee will be allowed to wear his/her existing uniform until the next issuance of uniform allowance.

35.04 When unusual conditions involve an unnecessary risk to an employee's safety, as determined by the City, an employee will not be required to work under those conditions.

For purposes of emergencies, those employees determined by the City as necessary to respond to the emergency will be considered essential employees.

35.05 The City shall have the right to promulgate reasonable rules and regulations not to conflict with the express terms of the Agreement. Such rules and regulations shall be uniformly applied.

At least seven (7) calendar days prior to posting any additions or amendments to its rules and regulations, the City will provide the Union with a copy.

35.06 Bargaining unit members who have been previously authorized by the Mayor or Safety Director to travel on City business outside the City in the employee's personal automobile shall be reimbursed for such travel at the rate then in effect as established by the Internal Revenue Service as the applicable reimbursement rate for such expenditure. **Also, whenever an employee is authorized to stay overnight as part of such travel,**

regardless of whether they drive a personal vehicle or a city vehicle, the City will pay a per-diem of \$35.00 for each overnight stay. When an overnight stay is not required, the employee's lunch shall be paid for, up to a maximum of ten dollars (\$10.00) by the City, provided that the employee is outside of Crawford County for at least four (4) hours as part of the authorized travel and that time absence from Crawford County encompasses the hours of 11:00 am through 1:00 pm. ~~regardless of whether the travel requires an overnight stay or not.~~ (See Appendix \_\_\_ F.)

**35.07 Establishing.**

The City will establish and, from time to time, revise Work Rules and personnel policies; such rules shall not be in conflict with this Contract. Such rules and policies shall be uniformly applied to all employees.

**Posting.**

When existing Work Rules and personnel policies are changed or new Work Rules and personnel policies are established, the appropriate parties will be notified. The City shall furnish the Union with a copy of the changed or new rule or personnel policy at least fifteen (15) days prior to the effective date. In an emergency situation, the Union will be given immediate notice of the affected changes. The changed or new Work Rule or personnel policies shall be posted prominently on all bulletin boards for a period of seven (7) consecutive days before becoming effective unless an emergency situation requires Work Rules or personnel policies to become effective immediately.

**Notification.**

The City will furnish each affected employee of the bargaining unit with a copy of all Work Rules and personnel policies within thirty (30) days after they become effective. Upon request, all Work Rules and personnel policies will be available for employees to view. New employees shall be provided with a copy of the Work Rules and personnel policies at the time of hire.

**Enforcement.**

Employees shall comply with all Work Rules and personnel policies. Such rules and policies shall be uniformly applied and uniformly enforced.

**Grievance.**

- (A) Any unresolved complaint as to the reasonableness of any new or revised Work Rule or personnel policy or any complaint involving discrimination in the application of any Central Work Rules or personnel policies shall be resolved through the Grievance procedure.

- (B) **If a grievance concerning the unreasonableness of a new or revised Work Rule or personnel policy results in a modification or elimination of that Work Rule or personnel policy, the employee shall be made whole for any and all actions taken as a result of an infraction of that Work Rule or personnel policy, to the extent specified in the settlement or arbitration award disposing of such grievance.**

**ISSUE 6    ARTICLE 40    DURATION**

**CITY:** The **City** is proposing a three (3) agreement.

**UNION:** The **Union** is proposing a three (3) agreement.

**Discussion:** Both parties agree that the historical pattern practiced by the parties to enter into a three (3) agreement is in their best interests and should continue. Based upon the statutory criteria, the fact finder agrees with the position of both parties.

**RECOMMENDATION (bold/cross out, including any prior TAs):**

**ARTICLE 40**

**DURATION**

40.01            This Agreement shall become effective at 12:01 a.m. on **January 1, 2014** ~~the date of its execution~~ and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight, December 31, **2016**~~3~~.

**TENTATIVE AGREEMENT**

Any tentative agreements reached by the parties as well as any current language that is not changed or not addressed above shall be considered to be recommended in the successor Collective Bargaining Agreement.

The fact finder respectfully submits the above recommendations to the parties this \_\_\_\_ day of March 2014 in Portage County, Ohio.

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Robert G. Stein, Fact finder

## TENTATIVE AGREEMENT

Any tentative agreements reached by the parties as well as any current language that is not changed or not addressed above shall be considered to be recommended in the successor Collective Bargaining Agreement.

The fact finder respectfully submits the above recommendations to the parties this 28<sup>th</sup> day of March 2014 in Portage County, Ohio.

A handwritten signature in black ink, appearing to read "Robert G. Stein", written over a horizontal line.

Robert G. Stein, Fact finder