

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

In the matter of
Fact-Finding between

CITY OF WOOSTER,)	
Employer)	SERB CASE NO. 2014-MED-03-0410
)	
-and-)	JEFFREY A. BELKIN,
)	Fact-Finder
WOOSTER EMPLOYEES ASSOCIATION,)	
Union)	

This matter was heard at Wooster, Ohio on June 10, 2014. The parties' representatives are listed below:

For the Union:

Basil W. Mangano, Esq.	Attorney
Chad Frank	WEA
D.J. Wilt	WEA
Spencer M. Gray	WEA
Andrew Pea	WEA
Scott Derin	WEA

For the Employer:

James P. Wilkins, Esq.	Attorney
Andrew J. Wolf, Esq.	Attorney
Richard (Dick) Benson, Esq.	Law Director
Jeanette Wagner	HR Manager
Joel Montgomery	Director of Administration

FINDINGS AND RECOMMENDATIONS

I. BACKGROUND

The Wooster Employees Union (“Union”), an independent labor organization, represents a bargaining unit of “all non-supervisory full-time classified employees in the Labor, Trades, Technical, Clerical and Administrative pay schedule.” Full-time is defined as “any person regularly scheduled to work forty (40) hours in a week.”

The prior agreement between the parties was for two years, from January 1, 2012 through December 31, 2013. The parties have tentatively agreed that the successor Agreement will be for three years, effective January 1, 2014 through December 31, 2016.

The Fact-finding hearing in this matter took place on June 10 2014. Prior to commencement of the hearing the parties met informally with the undersigned in an attempt to resolve some if not all outstanding issues. However, despite a good faith effort by all concerned, it became quickly apparent that the hearing would have to go forward. Following the hearing, a full-day mediation session was held on July 11, 2014, at the suggestion of the undersigned.

II. FACT-FINDERS REPORT

In reaching the Findings and Recommendations on the unresolved issues, the undersigned has considered the parties’ pre-hearing statements, oral presentations, exhibits and witness statements. Also taken into account were the factors mandates by statute:

Past collectively bargained agreements, if any, between the parties;

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;

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;

The lawful authority of the public employer;

Any stipulations of the parties;

Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of the issues submitted to mutually agreed-upon dispute settlement procedures in the public service or in private employment.

III. TENTATIVE AGREEMENTS

Prior to fact-finding, the following tentative agreements were reached, with text quoted from the Employer's Last Best and Final Offer dated March 24, 2014 (corrected March 31, 2014). Where a particular provision is marked with an asterisk (*), it was not formally agreed to, but as it is not contested by the Union, it is recommended as a tentative agreement.

Article VII EMPLOYEE-MANAGEMENT COMMITTEE

Section 1. An Employee-Management Committee shall be established and will act as a mutual communication mechanism to discuss and resolve areas of concern. Such a committee shall be made up of four representatives of the Association and not more than four representatives of the Employer.

Article IX SENIORITY AND LAY OFF

Section 5. Seniority Credit

C. Any leave without pay other than approved Family Medical Leave Act, sick leave, injury leave or military leave shall be subtracted when computing the continuous service of an employee for purposes of determining seniority credit.

Proposed Language

*Article XI EVALUATION

Section 2. The City's evaluation form may be used; however, [?] will remain unchanged for the duration of the Collective Bargaining Agreement.

Article XIII SUBSTANCE ABUSE TESTING

Section 1. The Employer and the Association recognize an employee's substance abuse may have an adverse impact on the Employer, the Employer operations, the image of the employees, and the general health, welfare, and safety of the employees and the general public at large. The Employer and the Association also recognize that the Employer is obligated by its receipt of federal funds to take steps to assure a drug and alcohol free workplace. Therefore, the parties agree that the Employer shall have the right and authority to require statutorily covered employees to submit to toxicology and alcohol testing designed to detect the presence of any controlled substance, alcohol or narcotic drug. The Employer agrees that requiring an employee to submit to testing of this nature shall be limited to circumstances where the employee's immediate supervisor has a reasonable belief that the employee is under the influence of such substances, suffers from substance abuse, has been involved in an accident or is in violation of the Employer's Personnel Rules and Regulations regarding the use of such substances or drugs. The City shall require Employees to submit to post-accident/injury testing, provided that the decision to require such testing shall be within the reasonable discretion of the Department or Division Manager having supervision of the Employee involved in the accident/injury. This provision will not be implemented until such provision or similar provision is implemented for all other City employees.

Section 2. It is understood and agreed that the tests under this Article shall be administered in a purely employment context only as part of the

Employer's legitimate inquiry into the use of any controlled substances, alcohol, or narcotic drug by its employees.

Section 3. All testing shall be analyzed in a federally certified Medical Laboratory using recognized technologies. In the event an employee's test results are positive, a second test, different from the first, shall be conducted to verify the results. If the employee so requests, he/she shall be given a copy of the test results after the Employer has received same.

Section 4. The results of such tests may serve as a basis for disciplinary action up to and including dismissal. However, it is understood that the purpose of this program is corrective rather than punitive in nature and any discipline arising thereunder will be considered in light of this objective.

Section 5. The parties agree that the refusal of an employee to submit to toxicology testing in accordance with the provisions of this Article, may constitute just cause for disciplinary action being taken against the employee up to and including dismissal in accord with the provisions of the Disciplinary Article of this Agreement.

Section 6. The parties agree that testing for the presence of controlled substances and/or narcotic drugs shall be done through analysis of urine or analysis, but shall not include collection and analysis of the employee's blood.

Section 7. An Association representative may accompany an employee to the testing site but may not be present during sample collection.

Section 8. The Association shall, upon request made prior to the time a sample is taken pursuant to this Article, have the right to have an additional sample taken and sent to a federally Medical Laboratory of the Association's choice for testing at the Association's expense.

Section 9. All laboratory results shall be required to be interpreted by a Medical Review Officer.

*Article XXIII INJURY LEAVE will remain unchanged

*Article XXV SICK LEAVE will remain unchanged.

*Article XXVI SICK LEAVE INCENTIVE will remain unchanged

*Article XXVIII MEDICAL INSURANCE

Section 1. For each year of the contract, the Employer shall provide comprehensive medical coverage comparable to existing coverage, including employee financial responsibilities (co-pays, deductibles, co-insurance limits and out-of-pocket maximums). ~~equal to or better than the existing coverage with community Coordinated Healthcare.~~ In the event Health Care Reform or the effects of Health Care Reform require the city to make coverage or cost saving changes, the City and Union agree to meet, discuss the need for change and negotiate the amendments and cost saving measures. If the parties are unable to reach agreement on the changes, then either party may submit the issue(s) to an arbitrator in accordance with the contractual Grievance Procedure. The cost of the premium for said coverage will be shared between the Employer and the Employee. The premium rate shall be considered 100% of the published COBRA rate (102%) for the prior calendar year. (Example: 2013 COBRA rate will be used to determine 2014 premium rates). For the duration of 2014, the employees' share of the premium will remain unchanged. Effective January 1, 2015, employees will be responsible for 7% of the premium rate. Effective January 1, 2016, employees will be responsible for 9% of the premium rate. The appropriate amount will be assessed in a pro rata amount as a payroll deduction from the Employee's bi-weekly pay. The Employer will pay the remainder of the annual premium for family and single coverage. Employees may choose between a Gold or Silver plan design, as shown in Exhibit A.

Employees opting for Gold plan design will not be required to submit screening results to the City.

Pharmacy Benefit: All deductibles and out-of-pocket maximums will be eliminated January 1, 2014 (or 60 days after the required PaPACA notice is sent, whichever date is later) for the pharmacy benefit and replaced with the following: (the Summary Plan Document would be updated to reflect these changes).

Tier 1 – Generic medications - \$0.00 co-pay

Tier 2 - Brand (formulary) medications - \$10.00 copay, unless no generic is available, or an employee's physician renders an opinion regarding the inefficacy of the generic medication, then there is no co-pay.

Tier 3 – Non-formulary medications - \$20.00 co-pay

Employees on maintenance medications must utilize mail order for prescriptions taken for greater than 60 consecutive calendar days. (After 2 retail fills, on the 3rd fill you will need to use the mail order program.) Mail order prescriptions are filled as a 90 day supply.

Tier 1 – Generic medications - \$0.00 mail order co-pay

Tier 2 – Brand (formulary) medications - \$20.00 mail order co-pay

Tier 3 – Non-formulary medications - \$40.00 mail order co-pay

The City shall post on its website an updated list of formulary and non-formulary medications whenever the list is amended.

Section 2. Effective January 1, 2015, the Flexible Spending Account for Employee contributions will be eliminated and replaced with City paid dental and vision insurance.

Section 3. Each year at the time the rates are presented by the carrier, the Employer and Association shall meet to review the rates.

~~Section 4. The Employer will appoint one (1) individual in the Human Resources Division to handle all insurance inquiries and problems on a regular basis at least three (3) hours, twice a week. Such inquiries and problems will be handled by personal appointments.~~

*Article XXIX LIFE AND SUPPLEMENTAL LIFE INSURANCE

Section 1. Effective January 1, 2015 the Employer will provide \$25,000 life and accidental death/dismemberment insurance coverage for each employee covered by the collective bargaining agreement. The premium for the insurance will be paid for by the employer.

Section 2. Effective January 1, 2015 the Employer will also offer supplemental life and dependent life insurance for the employee to purchase on themselves and eligible dependents. This benefit is voluntary and the premium for this supplemental insurance will be paid for by the Employee.

Section 3. The employer paid life insurance and supplemental life insurance benefits will be determined as outlined in the Summary Plan Documents. Employees will receive a copy of the Summary Plan Document and also be notified of any plan changes.

Article XXX SHORT TERM AND LONG TERM DISABILITY

The City proposes to make available to employees both STD and LTD policies which, if elected by the employee, are fully employee-paid. Availability will be subject to a carrier's minimum enrollment requirements.

Effective July 1, 2014, and subject to a carrier's minimum enrollment requirements, employees may purchase Short Term Disability (STD) and/or Long Term Disability (LTD) insurance through an external insurance company when not otherwise covered by Workers Compensation. These supplemental benefits are intended to offer additional income protection to employees who experience a personal serious health condition, are unable to perform the essential functions of their position, and have exhausted all accumulated sick leave. Final approval of STD and LTD benefits will be determined by the insurance company and summary plan document. All disability payments approved through these benefit plans are made by the insurance company directly to the employee and are not considered time worked through the City and are not reported as wages earned by the City.

Supplemental Short Term Disability (STD) provides income protection up to 26 weeks of disability. All accumulated sick leave must be exhausted before an employee is eligible to apply for STD benefit payments.

Supplemental Long Term Disability (LTD) provides income protection from 26 weeks of disability up to age 65, PERS Retirement or Social Security. All accumulated sick leave must be exhausted before an employee is eligible to apply for LTD benefit payments. Employees approved for Long Term Disability insurance will be required to voluntarily resign from their position with the City to receive the LTD payments. In special cases, the Director of Administration and/or the Mayor may waive this requirement.

Cost of coverage is based upon age and salary. Individual rates will be provided during the enrollment period.

ARTICLE XXXI DURATION Tentative Agreement as of November 5, 2013 to the City's initial proposal.

IV. UNRESOLVED ISSUES

ARTICLE XIV HOURLY WAGE RATES

A. Proposals

(1) Union

- i. Employer pays 3.0% general wage increases in 2014 (retroactive to 1/1/2014, 2015 and 2016
- ii. Employer pays an additional 1.0% in each year of Agreement based on a satisfactory job performance evaluation.
- iii. Employer pays \$500 signing bonus to each bargaining unit employee, regardless of leave status.
- iv. Implement City's formula, i.e., years of service in current position times 1% of minimum hourly wage; if an employee receives a wage increase higher than four (4) percent from the formula, then the employee shall not be entitled to the general wage increase and the 1% evaluation increase in 2014.
[examples omitted]
- v. The Union opposes the red-circling of any employees' wages.

(2) Employer

Section 1. Effective with the first full pay period following January 1, 2014 the wage ranges referenced in Appendix A will be adopted and implemented. Any employee whose wage rate as of December 31, 2013 is below the minimum for his/her wage rate will receive an increase up to the minimum of his/her wage range.

Section 2. Effective with the first full pay period following January 1, 2014, in addition to any increase received pursuant to Section 1, each bargaining unit employee will receive the greater of:

- a.) An increase equal to one percent of the minimum hourly rate for his/her pay grade as set forth in Appendix A for each full year of service in his/her current position completed by the employee as of January 1, 2014; or
- b.) A 3.0 percent increase to his/her current base hourly rate. For purposes of calculating this increase, the current base hourly rate for any employee whose wage rate was increased to the minimum of his/her wage range pursuant to Section 1 shall be deemed to be the minimum of his/her wage range.

Section 3. Effective with the first full pay period following January 1, 2015 all members will receive a 3.0 percent cost of living increase.

Effective with the first full pay period following January 1, 2016 all members will receive a 2.5 percent cost of living increase.

Employees at the maximum wage for their job classification will receive the above cost of living increases in a lump sum amount, which will not be added to the employee's base hourly wage.

Section 4 Effective January 1, 2015, all members will receive an annual performance evaluation on their service anniversary date.

Effective January 1, 2016, all members will receive an annual performance evaluation on their service anniversary date. Employees receiving a satisfactory performance evaluation will be eligible for an additional performance wage increase of up to one-half percent (.5%) of their base hourly wage. Employees receiving an unsatisfactory performance evaluation will not be eligible for the performance wage increase for 2016.

Section 5. The employee will be eligible the next year for the performance increase providing a satisfactory performance evaluation is achieved

B. Positions of the Parties

(1) Union

The bargaining unit employees have not received a wage or step increases since 2010. In 2011, bargaining unit employees agreed to freeze wage and step increases and maintain wages at 2010 levels, and in lieu thereof, received a single lump sum payment of \$700. These concessions amounted to approximately \$194,800 or a net savings of \$134, 460. Additionally, bargaining unit employees had previously lost the most membership through the City's voluntary separation plan and a substantial amount of overtime.

While bargaining unit employees suffered concessions, management employees received wage increases and promotions. All told, the annual increases and promotions amounted to \$82,000 per year.

As the City's financial affairs have now rebounded, virtually all sectors of industry are expanding, and the citizens of Wooster approved an increase in the earned income tax rate from 1.0% to 1.5%, the Union asserts that Wooster has the ability to finance and administer its proposals, including wage increases. Moreover, it asserts that its proposals are supported by comparisons, terms and conditions of other Wooster employees, and the parties' bargaining history.

The Union cites three Ohio cities as appropriate comparators to Wooster: Medina, Solon, and Hudson. Those cities pay wages in excess of those paid by the Employer, as demonstrated by the Union's classification-by-classification analysis. Because the Employer has not claimed inability to pay, and the fact that the Union's wage proposal is not excessive in relation to both internal and external comparators, the Union's proposal should be recommended.

(2) Employer

The Employer essentially takes a three-pronged approach to hourly wages in this Agreement. First it seeks the implementation of pay ranges for all bargaining unit classifications. This approach will control percentage increases (and associated costs) after an employee reaches the top of the pay range.

The second prong was the comparison of the Employer's wage proposals with other Wooster employee groups (union and non-union), as well as other Ohio cities. In this connection the Employer presented a breakdown of "General Fund Information" indicating that

even with a recently-approved tax increase the City has barely made up for the elimination of local government funding by the State of Ohio.

The third prong is a proposal to provide a merit increase component based on performance.

Recommendation

Having reviewed the parties' positions and the evidence produced in support thereof, the undersigned recommends a program of hourly wage increases largely based on the Employer's proposal with regard to pay ranges and treatment of increases in the second and third contract years as cost-of-living allowances; but with the overall percentage increases (3%) proposed by the Union. The Employer's approach to merit pay increases is also changed slightly, and provision is made for a lump sum signing bonus for all current bargaining unit employees. The recommended provision meets the primary objectives of both parties; is within the Employer's financial capacity; and offers the employees not only significant improvement in guaranteed wages, but also the opportunity to achieve additional merit pay for performance.

The one-time signing bonus is recommended largely as compensation for the wage freeze in the previous Agreement; and because the payment will not add to the employees' base hourly rate.

ARTICLE XIV HOURLY WAGE RATES

Section 1. Effective with the first full pay period following January 1, 2014 the wage ranges referenced in Appendix A will be adopted and implemented. Any employee

whose wage rate as of December 31, 2013 is below the minimum for his/her wage rate will receive an increase up to the minimum of his/her wage range.

Section 2. Effective with the first full pay period following January 1, 2014, in addition to any increase received pursuant to Section 1, each bargaining unit employee will receive the greater of:

- a.) An increase equal to one percent of the minimum hourly rate for his/her pay grade as set forth in Appendix A for each full year of service in his/her current position completed by the employee as of January 1, 2014; or
- b.) A 3.0 percent increase to his/her current base hourly rate. For purposes of calculating this increase, the current base hourly rate for any employee whose wage rate was increased to the minimum of his/her wage range pursuant to Section 1 shall be deemed to be the minimum of his/her wage range.

Section 3. Effective with the first full pay period following January 1, 2015 all members will receive a 3.0 percent cost of living increase.

Effective with the first full pay period following January 1, 2016 all members will receive a 3.0 percent cost of living increase.

Employees at the maximum wage for their job classification will receive the above cost of living increases in a lump sum amount, which will not be added to the employee's base hourly wage.

Section 4. Effective January 1, 2015, all members will receive an annual performance evaluation on their service anniversary date. Employees receiving a "satisfactory" evaluation will receive a wage increase of at least .5% in their base hourly rate in that contract year. An additional increase in the employee's base hourly rate of up to .5% shall be available in that contract year for performance over and above the criteria for "satisfactory performance".

Section 5. A one-time bonus of \$500.00 shall be paid to all employees in the WEA bargaining unit following the signing of this Agreement.

ARTICLE XV RETIREMENT INCENTIVE

A. Proposals

(1) Employer

Commencing with contract year 2005, when a member of the bargaining unit has completed 27 years of service with the City of Wooster, he/she will be eligible for a stipend of two thousand dollars (\$2000.00) per year, not to exceed six thousand (\$6000.00) during the term of employment, payable on the anniversary date following eligibility and each City anniversary thereafter until the payment of six thousand dollars (\$6000.00) has occurred, but in no event shall any payment be made after the 36 year anniversary. It shall be the sole responsibility of the Employee to notify the Human Resources Division as to what years they opt to receive payment. In the event the member has indicated his/her option of receiving payment, but leaves employment prior to the anniversary date, the stipend will be pro-rated to the date of retirement. The anniversary date will be based upon years of service to the City of Wooster. Effective January 1, 2019, the retirement incentive will be discontinued. No retirement incentive benefits will be made after December.

(2) Union

The Union proposes that the status quo be maintained.

Recommendation

Having reviewed the Employer's position set forth in its pre-hearing binder, the undersigned recommends the Union's proposal to maintain status quo.

ARTICLE XVI PENSION ENTITLEMENTS

1. Proposals

A. Employer

Section 1. PERS Pick Up

- (a.) For all employees hired before April 1, 2014, the Employer shall pick up 5 ½ % effective 1/1/2004 of the employee's contribution to the Public Employees Retirement System (PERS) and contribute such payment to each employee's account. The 5 ½ % contributions will be treated as a fringe benefit accruing to the benefit of the employees.
- (b.) For all employees hired on or after April 1, 2014, the Employer shall pick up 3.5% of the employee's contribution to the Public Employees Retirement System (PERS) and contribute such payment to each employee's account. Therefore, the City will contribute a total of 17.5% and the employee will contribute a total of 6.5%. The 3.5% contribution will be treated as a fringe benefit accruing to the benefit of the employees.

B. Union

Either maintain status quo, or delay implementation of Employer's proposal until January 1, 2019

POSITIONS OF THE PARTIES

A. Employer

1. The proposal will result in significant cost savings.
2. The proposal will not affect any current bargaining unit employee.
3. The proposal is identical to a City policy covering salaried and administrative employees.

B. Union

The Union objects to any benefits change that will result in a "two-tier" arrangement of employees.

Recommendation

The Employer's proposal is recommended, with one change: effective date of August 1, 2014. As the City has stated, the cost savings of this proposal are significant, and in line with City policy affecting other employees. Moreover, the proposal will not affect the PERS pick up for any current member of the bargaining unit.

ARTICLE XXII VACATION

A. Proposals

(1) Employer

Section 1. Vacation shall be accumulated on the following schedule subject to further provisions of Sections 2 through 14.

A. Employees Hired on or Before December 31, 2004.

<u>Years of Service</u>		<u>Vacation Hours Earned</u>
<u>At Least</u>	<u>But Less Than</u>	
0 years	5 years	.03875 hrs. per hrs. worked
5 years	10 years	.0575 hrs. per hrs. worked
10 years	15 years	.0775 hrs. per hrs. worked
15 or more years		.09625 hrs. per hrs. worked

B. Employees Hired on or After January 1, 2005

<u>Years of Service</u>		<u>Vacation Hours Earned</u>
<u>At Least</u>	<u>But Less Than</u>	
0 years	8 years	.03875 hrs. per hrs. worked
8 years	12 years	.05750 hrs. per hrs. worked
12 years	18 years	.0775 hrs. per hrs. worked
18 or more years		.09624 hrs. per hrs. worked

Section 2. The time spent in regular military service is to be counted toward calculating vacation, providing the person in question was a municipal employee at least one hundred twenty (120) days before entering military service.

Section 3. The Mayor or designee may permit transfer of accrued service time from other governmental agencies for any new employee who is hired from such agency.

Section 4. The Mayor or his/her designee is authorized to establish rules and regulations on the implementation of the vacation leave.

Section 5. All employees shall forfeit his/her right to take or be paid for any vacation leave to his/her credit which is in excess of the accrual from two (2) years of employment. Such excess of the accrual from two (2) years shall be eliminated from the employee's leave balance the first pay period ending in July of the current year, unless the Mayor, in his/her discretion has granted the Employee a waiver up to a maximum of six months. The Human Resources Division shall provide the form for said waiver.

Section 6. Days designated as holidays shall not be charged to vacation, regardless of the day of the week in which it falls.

Section 7. Vacation leave shall be earned during the time the employee is in an active pay status. It is not earned while on unpaid leave of absence or unpaid military leave.

Section 8. Annual vacation shall be taken at such time as the Division Manager approves. All vacation must be requested on a form authorized by the Mayor or his/her designee. All vacation in the excess of three (3 days) must be requested five (5) days in advance.

Section 9. A new full-time classified employee, in the first year of employment, shall accrue vacation ~~but~~ and shall ~~not~~ be permitted to use it as it is accrued. ~~until the employee has completed two thousand eighty (2080) hours of service.~~

Section 10. An employee shall not be permitted to use vacation which he/she has not accumulated.

Section 11. No employee shall be given vacation credit for overtime hours worked.

Section 12. Upon separation from municipal service, an employee is entitled to compensation for any unused vacation leave to his/her credit at the time of separation. No payment shall be made to employees who have not completed two thousand eighty (2080) hours of service. The maximum amount of vacation that may be paid upon separation is that accumulated vacation time not in excess of the accrual from two (2) years of employment.

Section 13. In case of the death of an employee, the approved unused accumulated vacation leave shall be paid to the deceased employee's estate.

Section 14. Vacation accrued may be used in increments of not less than one half (1/2) hour.

Section 15. Employees with at least one year of service may "cash in" accrued vacation once during any calendar year. Employees may cash-in up to ½ of their annual accrual, and must maintain a minimum balance of 10 days. The cash-in rate is 90% of their base daily/hourly rate. The department manager and Director of Administration must approve all cash-in requests and requests should be forwarded to the Human Resources Department for processing.

(2) Union

The Union proposes that the status quo be maintained.

Recommendation

The Union did not object to the City's proposal, since it represents a gain for bargaining unit employees. Accordingly, the undersigned recommends that the Employer's proposal be adopted.

Article XXVII SEVERANCE PAY

A. Proposals

(1) Employer

Section 1. Upon retirement from City service an employee with the (10) or more years of service shall receive payment for his/her accumulated sick leave based upon the employee's rate of pay at retirement. Maximum payment shall be thirty three percent (33%) of his/her accumulated sick leave, not to exceed a total of six hundred (600) hours. Such payment shall be made only once to any employee.

Section 2. In the case of a death of an employee, the estate of an employee with ten (10) or more years of service to the City shall receive payment for his/her accumulated sick leave based upon the employee's rate of pay at time of death. Maximum payment shall be described in the preceding section, provided that an employee who died before becoming eligible for retirement will be limited to a maximum payment calculated by multiplying the figure from Section A. by the fraction of the employee's total years of service divided by 30.

Section 3. Effective January 1, 2019, Sections 1 and 2 shall cease to be of any force or effect. Thereafter, when employees with at least ten years of service with the city retire, they shall be paid one-fourth of the balance of their accrued but unused sick leave not to exceed 360 hours. Such payment shall be based on the employee's rate of pay at the time of retirement and eliminates all sick leave credit accrued but unused by the employee at the time of payment. As used in the section, "retirement" is limited to the point at which an employee is then eligible to receive disability or service retirement payments under any State or municipal retirement system in the State of Ohio.

(2) Union

The Union proposes that the status quo be maintained.

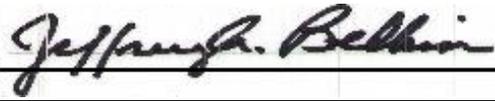
Recommendation

Having reviewed the Employer's position set forth in its pre-hearing binder, the undersigned recommends the Union's proposal to maintain the status quo.

V. OTHER PROVISIONS OF THE AGREEMENT

All provisions of the Agreement not covered in these FINDINGS AND RECOMMENDATIONS shall remain in effect in the new Agreement.

Respectfully submitted,



Jeffrey A. Belkin

Jeffrey A. Belkin
Fact Finder