

**STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD**

CITY OF HAMILTON

**Case Nos. 2014-MED-05-0763
2013-MED-06-0777**

- and -

**INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL 20**

FACT FINDER'S REPORT

BACKGROUND

IUOE Local 20 represents a bargaining unit of approximately 81 workers employed at the Hamilton Water Plant, Water Reclamation Plant, Electric Power Plant, Greenup Hydroelectric Plant, and Division of Gas and Water Distribution.

The undersigned was appointed SERB Fact Finder by letter dated May 29, 2014. The city was represented by Letitia Block, and the union was represented by Robert Mitchell. Hearings were held on August 11 and September 8, 2014. The parties continued to meet with the fact finder by phone and to file written submissions. The record was closed on December 22, 2014.

The parties reached tentative agreement on 20 of the new labor agreement's articles, as well as 1 appendix. Eight open articles and 3 appendices remain before the Fact Finder.

In fact finding, the Union seeks a 3% wage increase for each of the 3 years of the new labor agreement. Beyond that, the Union requests that the remaining open articles and provisions of the prior labor agreement carry over into the new labor agreement unmodified.

The City requests a 3-year wage freeze and several changes to the CBA.

TENTATIVELY AGREED ARTICLES.

Prior to fact finding, the parties reached tentative agreement upon the following Articles of the labor agreement:

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| I. Recognition, Dues and Fees. | XVII. Labor Relations – A Continuous Process. |
| II. Intent and Purpose. | XX. Savings Clause. |
| III. Management Rights. | XXI. No Strike No Lockout. |
| IV. Grievance Procedure. | XXII. Retirement Contribution Pick-Up / “Salary Reduction Method.” |
| V. Seniority. | XXIII. Filing of Vacancies. |
| VI. Leaves of Absence. | XXIV. Safety Inspection / CPR Training |
| XI. Shift Differential. | XXV. Transfers and Voluntary Demotions. |
| XIII. General Provisions. | XXVI. Discipline. |
| XIV. Unemployment Compensation. | XXVII. Duration of Agreement. |
| XV. Change to Operations. | Appendix A (Grievance Procedure). |
| XVI. Discrimination. | |

With the exception of a new expiration date in Article XXVII (August 31, 2016), none of tentatively agreed Articles contain any material changes from the prior labor agreement. In fact, the only other changes were the adoption of Arabic numbering

UNRESOLVED ARTICLES.

The Parties did not reach agreement upon the following Articles:

- VII. Hours of Work.
- VIII. Call-In.
- IX. Overtime and Premium Pay.
- X. Vacations.
- XII. Employee Benefits.
- XIII. General Provisions (Section 4 only – Rate Advancement).
- XVIII. Longevity.
- XIX. General Wage, Rate/Class Adjustments.
- Appendices B, C, D, E, and F.

FACT FINDER’S RECOMMENDATION

In the view of the undersigned Fact Finder, neither party has made a sufficiently compelling case for the changes it proposes.

I recommend adoption of all tentative agreements reached by the parties and a continuation of the current language in all other respects. With the exception of a change in the term of the CBA so it will extend to August 31, 2016 (and the housekeeping changes to which the parties have agreed, such as substituting “workday” for “work day.”) I recommend no other changes.

Put another way, I find for the City with respect to the Union's proposals, and I find for the Union with respect to the City's proposals. I recommend that all requests for changes to the CBA, by either party, be denied.

Respectfully submitted,



Barry Goldman, Fact Finder
January 22, 2015