

**IN THE MATTER OF FACT FINDING**

**BETWEEN**

**COMMUNICATION WORKERS OF AMERICA, LOCAL 4340**

**AND**

**OLMSTED TOWNSHIP**

**SERB CASE # 14-MED-06-0821**

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

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## INTRODUCTION

The parties to this matter are the Communications Workers of America, Local 4340 (hereinafter "Union") and Olmsted Township, Ohio (hereinafter "Employer" "Township," "Department"). The Employer is located in northern Ohio. The bargaining unit is comprised of approximately five (5) full-time and nine (9) regular part-time employees, holding the classifications within the Service Department and Building Department. These employees provide maintenance services throughout the Township, including snow and ice control, and provide administrative support services within the Service and Building Departments. The parties held approximately five (5) bargaining sessions prior to engaging in mediation and fact finding and were successful in resolving all issues with the exception of those before the fact finder (bargaining unit work, longevity, health benefits, uniforms, wages, and duration). The parties have reached agreement on the following tentatively agreed upon items: 1. Non-Discrimination, 2. Sick Leave, 3. Bereavement Leave, 4. Grievance Procedure, and 5. Overtime and Unscheduled Work. It should be noted that the Agreement has an expiration date of July 31, 2014.

**General/State/Local Economic Overview:** Caution and disquiet 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 and has been marked by unevenness and has been unaided by considerable national political discord. In spite of this prolonged gridlock in Congress, which added to fiscal uncertainty, the private sector has continued to add jobs, which has in turn reduced the national and state unemployment rates but how that translates locally varies greatly. What remains to be seen as the depth and breadth recovery from the recession has been difficult to predict as to sustainability. The fact remains, however, that whatever the alleged recovery many household incomes have not changed markedly for several years. ("Incomes are Flat, Reflecting a Slowdown in Job Growth, but Consumer Spending Rises," Associated Press, 2-2-14) Uncertainty and anxiety regarding the nation's economy continues unabated.

While acknowledging that the economy in Ohio has shown signs of improvement from the very long and severe national recession, what improvement has been seen in Ohio's economy has not necessarily filtered down to all government entities. Moreover, all public entities have been challenged by 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). Essentially the State of Ohio, concerned with its own budgetary issues, pulled back from monies that had regularly and historically been allocated to local governments to assist with operations. As a result, an already heavily taxed population was forced to seek funding from its local population in order to continue options merely at current levels. The experience in Olmsted Township reflects this reality.

As a Township in Cuyahoga County, Olmsted Township is surrounded by municipalities all with different funding streams, governmental structures, and abilities to generate revenue for themselves. These contiguous entities in particular make it difficult for the Township to compete within the labor market because of the manner in which Townships are funded. Primarily funded by property taxes, the widespread foreclosure crisis and devaluation of property were particularly devastating to the township. This, compounded by the elimination of the estate tax, reductions in LGF funding, and the loss of TPP revenues, put the Township in a position of having to seek voter assistance just to replace lost funding.

In response to declining revenue, the Township streamlined its services, merging dispatching operations with the County. The Township also had to financially restructure Fire Department operations so as to draw exclusively from levy and restricted funds. Across the Township all bargaining units were asked to avoid general raise increases in favor of non-compounding compensation. Changes were also made to insurance plans to better deal with costly rate increases.

These actions were used to support recent passage of a levy that allowed the Township to become stable in the short term and to move back to previous funding levels. The Township in the future faces serious challenges as it goes forward, which will likely require both creative and non-traditional problem solving. Operationally, all levels of government, not just this Township, must continue to respond to funding concerns. From the

perspective of the bargaining unit member, who also lives on a budget, continued sacrifice and job security remain a constant concern. The items specifically addressed by the fact finder in this report are based upon the evidence and arguments proffered by the Union and the Township, and 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.

The recommendations contained in this report are in accordance with the statutory criteria stated above.

**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 were submitted to this neutral at hearing. However, in summary the proposed position of

each party is as follows:

**ISSUE 1      ARTICLE 5, BARGAINING UNIT WORK**

The Union's position is that current contract language should remain unchanged and it rejects any change that could lead to the loss of bargaining unit jobs and/or positions. The Township is proposing to delete entirely the bargaining unit work language on the basis that the Township may need to contract work or enter into cooperative agreements in the Building Department that would result in the discontinuance of operations and shifting of them to another entity if such would be more cost effective. It stresses that it is not a large employer where it can transfer personnel to other operations or create positions to deal with any resulting loss of staff. It is noted that a similar transfer has already occurred in the Police Department with Dispatch operations and it may or may not occur with the Building Department, but the Township is seeking language change that would reasonably provide that option.

**Discussion:** In the experience of this neutral, it is no surprise that the parties are at odds over this issue. The Union vigorously argued that it cannot voluntarily accept a change of this magnitude because it would expose the entire bargaining unit to subcontracting. The Union's point is well taken; however, the Township is required to proactively seek to manage its costs and streamline and/or alter operations as may be necessary to deal with the economic challenges that are present with its funding streams. From the Dispatch merger, to the re-introduction of part-time staff in fire operations, these types of operational adjustments are what government must and should do to attempt to live within its funding streams. The facts as they currently exist do not support modification rather than the complete deletion of the contractual language as proposed by the Township. the

complete deletion as proposed by the Township. Within the service department the Township has been forced to increase the scope of its operations based on decisions to limit services by the County with only a fractional reimbursement being made to the Township itself.

The Township's proposed language must be viewed in terms of whether it is manageable and reasonable in terms of the statutory criteria under 4117.14 (C) (4) (E) which addresses the "interest and welfare of the public." The facts support a modification regarding the restriction that the language in its current form imposes on the Township, limiting its ability to seek cost savings in its operations should be altered, but in a more limited manner than has been suggested by the Township. It would be more appropriate to focus the change on the rationale as expressed by the Employer at this time, and provide a reasonable approach for offering an employee affected by this decision some type of financial consideration should Building Department consolidation/subcontracting result in a reduction in force. Accordingly, the following language adjustment is recommended.

**RECOMMENDATION**

**ARTICLE 5**  
**BARGAINING UNIT WORK**

**Section 1.** The determination as to the assignment and/or contracting of specific work is reserved to the Township, provided however, that such assignment/contracting shall not cause the layoff of any bargaining unit employee(s) *within the Service Department*.

**Section 2.** In the event the Employer determines it necessary and/or prudent to discontinue specific operations or services which would result in the discontinuation of a bargaining unit classification, the Employer will provide ~~thirty (30)~~ *sixty (60)* calendar days advance notice and meet with the Union to discuss the decision and the impact upon existing bargaining unit employees.

**SIDE LETTER**  
**TRANSITIONAL EMPLOYMENT/ SEVERANCE PAYMENT**  
**IN THE EVENT OF CONTRACTING**

*The parties agree that should building department operations be discontinued during the course of the parties' agreement via merger or subcontracting, the Employer will attempt to secure continued employment with the new/succeeding entity.*

*In the event that a continued employment opportunity is not available or in the event that building department personnel decline such opportunity, the parties agree that employees whose jobs are abolished due to the merger/contracting of Olmsted Township Building Department services with another entity shall be afforded severance for their unused accumulated sick leave pursuant to Article 18, Sick Leave Conversion, notwithstanding the regular criteria under which payment is contingent. Employees will also receive payment for unused compensatory time, personal leave, and vacation leave.*

**ISSUE 2      ARTICLE 22, LONGEVITY**

The Union has proposed an adjustment to the longevity benefit under the contract and notes that it has not had a general wage increase in a number of years (more than that of other units) and that its longevity schedule lags that of other Township bargaining units. The Employer has proposed that current contract language remain unchanged and states that it may have been willing to make such an adjustment could this matter have been settled prior to the mediation/fact finding process but notes that since the bargaining unit rejected settlement, it has now incurred costs that could have supported the increase and should not be obligated to increase this benefit.

**Discussion:** Based on the evidence at hearing, it is reasonable to recommend the increase as proposed by the Union. This and several of the financial recommendations herein are a reasonable exchange to the language changes being recommended on other issues, such as the insurance language changes, which will promote stability and pattern language in the area of insurance township wide. Accordingly, the following language is recommended:

**ARTICLE 22**  
**LONGEVITY**

**Section 1.** Commencing January 1, 2008, and for each year thereafter, the Township will pay longevity to each full-time member based on the following schedule:

After 5 years -	<del>450.00</del> \$500.00
After 10 years -	<del>600.00</del> \$650.00
After 15 years -	<del>750.00</del> \$800.00
After 20 years -	<del>950.00</del> \$1,000.00

**Section 2.** The longevity benefit shall be paid once per year on a date specified by the Township.

**ISSUE 3      ARTICLE 32, HEALTH BENEFITS**

The Employer has proposed pattern language for this bargaining unit, the same as is present in the OPBA patrol, OPBA rank, and former OPBA Dispatch unit, with a new section made necessary by issues raised in a recent OAG opinion. It notes that during the last round of bargaining it was not able to achieve the exact pattern language with respect to the IAFF unit. According to the Township, negotiations are ongoing now and it has a proposal to standardize all Township language entirely. The Union has proposed current contract language and notes that each unit should be able to bargain for the insurance benefits as it so chooses. The Employer responds that as a small employer, it does not have the luxury of such actions. Further, it states that a committee is to function fairly and equitably all members should be operating under the same language parameters with no better, nor worse, cost exposure for plan decisions.

**Discussion:** The Employer's argument regarding fairness is persuasive at the outset, and neutrals generally favor consistency in recommending changes to a collective bargaining agreement; however, the statutory criteria stated above specifically requires neutrals to consider the importance of "comparisons" among bargaining units in making

recommendations to the parties. In the experience of this neutral, the first comparisons that a neutral should consider are internal comparisons, particularly when dealing with a common benefit such as health care. Such a comparison is made even more manifest when there is an outlier unit with different language. While the Union equates forced committee participation with somehow eliminating this topic as a mandatory topic of bargaining, nothing could be further from the case. All units have the opportunity to negotiate a contract as they come due and nothing in 4117 is violated by using an insurance committee to collectively manage the issue of insurance year to year, albeit during the term of any agreement. This is particularly important in today's ever changing insurance environment and even more pronounced in small groups. The interest of the public is not served by creating a fragmented system for managing the issue of insurance in public employers nor by elevating one group's interest over the need to be subject to uniform insurance requirements as a whole. The new section is warranted as well given the OAG opinion. The following language is recommended.

### **RECOMMENDATION**

#### **ARTICLE 32** **HEALTH BENEFITS**

**Section 1.** The Township agrees to provide full-time bargaining unit employees the same medical insurance health plan as provided to other Township employees under a group insurance plan. Such group insurance may be provided through a self-insured plan or an outside provider. Cost containment measures may be adopted by the Employer in consideration of projected costs, market availability of coverages, and utilization.

**Section 2. Contributions.** The election of single, dependent or family coverage and the base plan or a higher level plan rests with the eligible bargaining unit employee

Effective December 1, 2012, the Employer *shall contribute ninety percent (90%)* and its employees shall contribute ten percent (10%) of the monthly cost of health insurance under the plan that they have selected for coverage. ~~Effective December 1, 2013, the Employer and its employees shall contribute the following monthly amounts for coverage under the Township's base insurance plan:~~

	<u>Township</u>	<u>Employee</u>	<u>Total Base Contribution</u>
Single Contribution	\$462.49	\$51.39	\$ 513.88
Employee/Spouse	\$977.63	\$108.63	\$ 1,086.25
Employee/Child(ren)	\$883.96	\$98.22	\$ 982.18
Family Contribution	\$1,399.20	\$155.46	\$ 1,554.55

~~Should the elected plan costs exceed the total base contribution amounts set forth above, the participating employee shall be required to contribute fifty percent (50%) of the amount in excess of the total in order to continue participation. In the event that the employee elects a plan that costs less than the total base contribution set forth above, fifty percent (50%) of the amount less than the Total Base Contribution may be directed and utilized to fund an HSA account or reduce the employee premium contribution.~~

**Section 3. Insurance Committee.** *The parties agree that the Township may create and utilize an insurance committee for the purpose of controlling costs, reviewing benefit levels/plan offerings, and receiving input from bargaining unit members concerning plan changes and benefit levels. Once created, the CWA agrees to participate in the committee.* ~~The Union and the Township agree to create a Health Plan Review Committee (HPRC) consisting of one (1) representative of each recognized Union within the Township and up to three (3) representatives of the Board of Trustees. The HPRC shall review coverages and costs of health care and make recommendations to the Board of Trustees in accordance with established time frames as follows:~~

- ~~1. To maintain the existing base plan and benefit levels and to pass on any excess costs (costs in excess of the base contribution(s) in effect November 1, 2013, to the participating employee;~~
- ~~2. To change the base plan and reduce the level of benefits so that the cost does not increase;~~
- ~~3. To change the plan and reduce the benefit levels to minimize the cost increases (costs in excess of the base contribution(s) in effect November 1, 2013, to be passed onto the participating employee~~

~~The committee may also make recommendations for reductions/modification in benefit levels for plans other than the base plan. Timely recommendations of the committee for one of the choices set forth in items 1 through 3 above will be implemented. Should the committee fail to make a recommendation, the Board of Trustees will make a selection from items 1 through 3 above, and that selection shall be implemented.~~

**Section 4. Spousal Coverage.** ~~Effective for the first month following the execution of this Agreement,~~ Spousal coverage will be available, only upon proof that the spouse does not have other medical insurance coverage available to him/her through the spouse's employer. *Such coverage, to be subject to the carve out requirement, must be offered as a part of an Employer sponsored benefit package and not merely an unsubsidized/minimally subsidized offering made available through the Employer.* If such coverage is available, the employee's spouse must enroll in at least single coverage from his/her employer or pay the difference between the coverage that the employee would be on were the spouse not enrolled on the township plan (i.e.,

single or EE/child(ren)) and the cost of coverage with the spouse enrolled (i.e., EE/Spouse or Family). Falsification of spousal coverage information shall result in termination.

**Section 5. Coverage Coordination.** A bargaining unit member who is married to another Township employee is only entitled to coverage under a single family policy from the Employer. *For purposes of the coverage of dependent children, member's dependent children shall be permitted to remain on the Township plan irrespective of parental birth date.*

**Section 6. Insurance Opt-Out.** Any member of the bargaining unit who elects to waive health and medical insurance coverage in its entirety (including dental and optical), meaning that they are not covered on the Township health insurance plan for a (12) twelve month period, shall receive a monthly *payment that is equal to twenty-five percent (25%) of what their monthly medical premium costs would have been, as required by Ohio Revised Code 505.603. Employees must make such waiver request in writing prior to November 1 of the calendar year, and must provide proof of insurance to the employer before choosing to waive the employer's current policy.* ~~bonus of \$250 per month for a waiver of single coverage and \$500 per month for a waiver of family, employee/spouse, or employee/child(ren). For the year 2013, the opt-out payment will not require waiver for an entire twelve (12) month period, and shall be available if the employee opts out of the plan for those months during which he is not covered.~~

*All payments under this section shall be suspended until such time as a clarifying opinion has been issued by the Attorney General's Office and Board Statutory Counsel as to whether or not the making of such payments is prohibited or produces liability under the ACA. Should the opinion determine that such payments are compliant with the ACA, payments shall be made beginning the month following the opinion being issued.*

**Section 7. Dental/Vision Coverage.** The parties agree that the Township will continue to provide dental and vision coverage to unit members. The cost of such coverage shall be borne by the Township and will not be included in calculating the parties' respective contribution amounts for coverage under Sections 2 and 3 of this article.

### **ISSUE 3      ARTICLE 34 UNIFORMS**

The Union has proposed increasing the allowance for work boots to \$400.00 per year of the agreement, as well as a separate allowance for winter/inclement weather gear in the amount of \$150.00 annually. The Employer responded that the current boot allowance was reasonable and that the Township already provides one winter coat every two years (or when damaged through no fault of the employee) and, therefore, current contract language is appropriate.

**Discussion:** Based on the evidence at hearing, and persuasive arguments by the Union as to the increasing cost of quality work boots and the need for additional winter/inclement weather gear, it is reasonable to recommend the increases as proposed by the Union. Along with the already recommended longevity increase, and other financial recommendations, the boot allowance increase recommend herein is a reasonable exchange to the language changes being recommended on other issues. Additionally, the fact-finder believes it is reasonable to provide an allowance for winter weather gear since currently the bargaining unit members are only provide a winter coat. Accordingly, the following language is recommended:

**RECOMMENDATION**

**ARTICLE 34**  
**UNIFORMS**

**Section 1.** Each Service Tech will be required to wear a uniform which will be provided by the Township at no cost to the employee.

- a. The Township will provide the full-time employees with laundered uniform pants and shirt on each regularly scheduled workday at no cost to the employee.
- b. The Township will provide the full-time employees with one (1) jacket and one (1) winter coat. The winter coat will be replaced by the Township every two (2) years or when damaged due to no fault of the employee.
- c. Each full-time employee will be reimbursed up to a maximum of ~~one hundred fifty dollars (\$150.00)~~ **four hundred dollars (\$400.00)** per year for the purchase of steel or composite-toe work boots.
- d. Each full-time employee will be provided with five (5) tee shirts and two (2) sweatshirts, with Township logo, once a year and one set of construction-type overalls per contract term.

**Section 2.** When the Township requires a uniform to be worn by part-time employees, it shall be provided by the Township.

**Section 3.** All newly hired employees who do not complete their probationary period must return each item of clothing received pursuant to this section as well as any other issued Township property (pagers, radios, etc.) before the final paycheck shall be issued.

**Section 4. Winter/Inclement Weather Gear.** *Each full-time employee will be reimbursed up to a maximum of one hundred fifty dollars (\$150.00) for the purchase of approved winter/inclement weather gear annually.*

**ISSUE 4      ARTICLE 35 COMPENSATION**

The **Union** proposes wage increases as follows:

- Year 1            3.0% retroactive to August 1, 2014*
- Year 2            3.0% effective August 1, 2015*
- Year 3            3.0% effective August 1, 2017*

The **Township** proposes no general wage increases during the contract, along with a new wage scale system. The Employer’s proposed wage scale system provides minimum, midpoint and maximum wage rate as follows:

<i><u>Classification</u></i>	<i><u>Minimum</u></i>	<i><u>Midpoint</u></i>	<i><u>Maximum</u></i>
<i><b>PT Service Tech. I (Non-CDL)</b></i>	<i><b>\$14.85</b></i>	<i><b>\$15.85</b></i>	<i><b>\$16.85</b></i>
<i><b>PT Service Tech. I (CDL)</b></i>	<i><b>\$17.06</b></i>	<i><b>\$18.85</b></i>	<i><b>\$22.85</b></i>
<i><b>FT Service Tech. I</b></i>	<i><b>\$16.85</b></i>	<i><b>\$18.85</b></i>	<i><b>\$22.85</b></i>
<i><b>PT Service Tech. II</b></i>	<i><b>\$18.06</b></i>	<i><b>\$19.06</b></i>	<i><b>\$20.06</b></i>
<i><b>FT Service Tech. II</b></i>	<i><b>\$18.85</b></i>	<i><b>\$22.85</b></i>	<i><b>\$24.85</b></i>
<i><b>Part-Time Secretary</b></i>	<i><b>\$12.51</b></i>	<i><b>\$13.51</b></i>	<i><b>\$14.51</b></i>
<i><b>Full-Time Secretary</b></i>	<i><b>\$14.51</b></i>	<i><b>\$15.51</b></i>	<i><b>\$16.51</b></i>
<i><b>Part-Time Office Coordinator</b></i>	<i><b>\$14.85</b></i>	<i><b>\$15.85</b></i>	<i><b>\$16.85</b></i>
<i><b>Office Coordinator</b></i>	<i><b>\$16.85</b></i>	<i><b>\$17.85</b></i>	<i><b>\$18.85</b></i>

The Township’s proposal will replace the current system which utilizes steps for some positions, Service Tech. I and Service Tech. II, and a single rate for others (secretary and office coordinator). The Township proposes the wage scale in conjunction with language providing the Employer the ability to hire new employees up to the proposed mid-point, and a merit based compensation system where the Employer (through the Service Director/designee) may award merit compensation, to be based on the following criteria:

production, performance, and attendance.

**Discussion:** While the members of this bargaining unit did not receive general wage increases during the prior contract (and instead received a one-time lump sum payment), in light of the general bargaining pattern within the Township during this cycle of negotiation, wherein other units did not receive general wage increases, general wage increases for members of this unit are not recommended. Alternatively, there is merit to the Township's proposal for a wage scale/range and the merit increase/bonus system. This system, while not widely used in the public sector, is gaining traction. The use of a merit increase system/bonus that is administered by the Service Director will provide individual employees the opportunity to receive compensation where the funds for across the board general wage increases not available. Since this is a small unit, the use of such a system should not be too difficult for the Service Director to administer. Additionally, the system proposed by the Employer will provide transparency because evaluations and recommendations will be made formally in writing and the union will have the opportunity at the end of this Agreement (or if there is a change in the Service Director position, before the end of the Agreement) to evaluate this type of system, and bargain for changes. Therefore, I recommend the Employer's language for Article 36, Wages.

However, to provide some guaranteed compensation for employees during the term of the agreement, the fact-finder recommends one-time lump sum payments for all bargaining unit members employed with the Township as of November 10, 2015 as follows: full-time member - \$500.00; part-time member \$250.00.

In addition to the Employer's proposal for Article 36, Wages, and the above lump sum payment, the fact-finder also recommends several side letters to address foreseeable issues due to the switch from a wage step system to a wage scale.

First, is a side letter to address how the current bargaining unit members (i.e., those employed as of November 10, 2015) classified as Service Tech. I's shall proceed through the current step system. Employees currently classified as Service Tech. I shall progress through the current step system and when said employee reaches the maximum Service Tech. I step they will be subject to the new wage scale system and merit increase/bonus system.

Additionally, given the Township has proposed that the merit increase/bonus system is to be administered by the Director of Public Service, should the current incumbent in that position leave the Township's employment, the fact-finder recommends a side letter to allow the proposed merit program to be reviewed and subject to negotiations between the parties.

### **RECOMMENDATION**

#### **ARTICLE 36** **WAGES**

**Section 1.** *There shall be no general wage increases during the term of this agreement.* The hourly wages for all members of the bargaining unit are as follows:

		<b>Effective</b>	<b>Effective 8/1/2013</b>
<del>Service Department/Building Department</del>	<del>Current</del>	<del>8/1/2012</del>	<del>8/1/2014-7/31/2017</del>
<del>Service Tech I - New Hire (Part-time &amp; Full-time)</del>	<del>14.85</del>	<del>14.85</del>	<del>14.85</del>
<del>Service Tech I - After 1 year (Part-time &amp; Full-time)</del>	<del>16.23</del>	<del>16.23</del>	<del>16.23</del>
<del>Service Tech I - After 2 years (Part-time &amp; Full-time)</del>	<del>17.06</del>	<del>17.06</del>	<del>17.06</del>
<del>Service Tech I - After 3 years (Full-time)</del>		<del>17.75</del>	<del>17.75</del>
<del>Service Dept. Tech. II - Entry (Full-time)</del>	<del>20.18</del>	<del>20.18</del>	<del>20.18</del>

<del>Service Dept. Tech. II - After 1 year (Full-time)</del>		<del>20.87</del>	<del>20.87</del>
<del>Part-Time Secretary</del>	<del>14.51</del>	<del>14.51</del>	<del>14.51</del>
<del>Full-Time Secretary</del>	<del>15.85</del>	<del>15.85</del>	<del>15.85</del>
<del>Part-Time Office Coordinator</del>	<del>16.85</del>	<del>16.85</del>	<del>16.85</del>
<del>Office Coordinator - Entry (Full-time)</del>	<del>17.85</del>	<del>17.85</del>	<del>17.85</del>
<del>Office Coordinator - After 1 year (Full-time)</del>		<del>18.54</del>	<del>18.54</del>

<u>Classification</u>	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
<i>PT Service Tech. I (Non-CDL)</i>	\$14.85	\$15.85	\$16.85
<i>PT Service Tech. I (CDL)</i>	\$17.06	\$18.85	\$22.85
<i>FT Service Tech. I</i>	\$16.85	\$18.85	\$22.85
<i>PT Service Tech. II</i>	\$18.06	\$19.06	\$20.06
<i>FT Service Tech. II</i>	\$18.85	\$22.85	\$24.85
<i>Part-Time Secretary</i>	\$12.51	\$13.51	\$14.51
<i>Full-Time Secretary</i>	\$14.51	\$15.51	\$16.51
<i>Part-Time Office Coordinator</i>	\$14.85	\$15.85	\$16.85
<i>Office Coordinator</i>	\$16.85	\$17.85	\$18.85

**Section 2. Advanced Placement on Scale.** At its discretion, the Olmsted Township Board of Trustees *may, based on the employee's qualifications and prior experience, place a newly hired employee up to the mid-point of the pay range for the employee's classification.* ~~is authorized to waive first year wages and hire additional Service Department Technicians at a rate higher than the entry rate. An employee hired at a rate above the entry rate will advance through the wage scale, as may be applicable, on his anniversary date of appointment to the applicable classification, notwithstanding the years of service associated with the normal wage schedule. Effective August 1, 2012, those members not yet at the top rate of pay shall advance to the next step of the wage schedule if applicable.~~

**Section 3. Foreman Appointment.** The Employer/designee, at his sole discretion, and on an as needed basis, may appoint any full-time Service Department employee from those who volunteer to the position of Foreman whom he determines to be qualified. The Foreman will supervise the Service Techs in the performance of their duties under the direction of the Employer/designee. The Foreman will be paid an additional two dollars (\$2.00) per hour for each hour of service as Foreman. Payment will be made in the same pay period service is performed. The Foreman shall be expected to monitor crew activities, respond to employee inquiries, and document/report any instances of inappropriate conduct to the Employer/designee for action. The Forman will not be required to perform evaluations of employees.

**Section 4. Service Tech II Appointment.** Beginning January 1, 2005, the Employer/designee, with the consent of the Trustees, may appoint one or more persons to be a full-time Service Tech II. In the event a Service Tech I is promoted to Service Tech II, the promotion will be made on the basis of seniority if skill level and qualifications are substantially equal. A Service Tech II will serve at the pleasure of and under the direction of the Employer/designee. The qualifications and job duties of the Service Tech II will be determined by the Employer/designee and provided in writing to the Union.



**SIDE LETTER**  
**WAGE SCALE ADMINISTRATION**

*Any employee classified as Service Tech. I prior to November 10, 2015, shall continue to proceed through the step system for Service Tech. I's in effect prior to November 10, 2015, until said employee reaches the maximum Service Tech I step, at which time any wage increases will be subject to Article 36.*

**SIDE LETTER**  
**MERIT PROGRAM**

*The parties agree that the merit program established under Article 36, Section 8, shall be reviewed and subject to negotiations should the current Director of Public Service leave the service of Olmsted Township. Within sixty (60) days of such happening, the union may request to re-open negotiations for addressing the merit program and/or its continuance, modification, or establishment of general wage increases in lieu of or in conjunction with the merit program.*

**ISSUE 5      ARTICLE 39 DURATION**

The Union has proposed that the contract's effective date start August 1, 2014. The Employer has proposed a contract effective date upon execution. The Employer argues against retroactivity due to the fact that the bargaining unit rejected a prior settlement that resulted in the delay in negotiations and the use of the mediation/fact-finding process.

**Discussion:** Negotiations at time can drag on and it is not uncommon for parties to go beyond the contract's ending date to reach an agreement. And, in this case, the parties have gone beyond the contract ending date for over a year, a considerable amount of time. That being said, they continued to bargain and in fact reached tentative agreements, although they were subsequently rejected. There is no evidence that there was a delay or some other factor that would warrant running the contract prospectively. Accordingly, a three (3) year term succeeding the prior contract expiration date is appropriate.

**RECOMMENDATION**

**ARTICLE 39**  
**DURATION**

**Section 1.** This Agreement shall become effective ~~August 1, 2012~~, ***August 1, 2014***, upon approval of the Olmsted Township Board of Trustees and the Local Union and shall remain in full force and effect until midnight July 31, 2017~~4~~.

**Section 2. Total Agreement/Reserved Management Rights.** The provisions of this agreement constitute the entire agreement between the Employer and the Union, and all prior agreements, either oral or written, are hereby canceled. The Employer and the Union, for the life of this agreement, recognize the right of the Employer to exercise its management rights and statutory rights relative to matters not contemplated or addressed specifically herein, provided the exercise of such rights do not conflict with an express provision of this agreement.

**Section 3. Modification.** The express provisions of this agreement may only be amended or modified during the life of the agreement by the mutual written consent of both parties.

**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 December 2015 in Portage County, Ohio.

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Robert G. Stein, Fact finder