

<b>IN THE MATTER OF IMPASSE</b>	<b>X</b>	
	<b>X</b>	
<b>BETWEEN</b>	<b>X</b>	
	<b>X</b>	
<b>CITY OF WADSWORTH, OHIO</b>	<b>X</b>	<b><u>REPORT OF</u></b>
	<b>X</b>	<b><u>THE FACT FINDER</u></b>
<b>AND</b>	<b>X</b>	
	<b>X</b>	
<b>TEAMSTERS LOCAL UNION NO. 348</b>	<b>X</b>	

**SERB FILE NO.:** 2014-MED-09-1238

**MEDIATION/HEARING:** May 12-13, 2016; Wadsworth, Ohio

**FACT FINDER:** William C. Heekin

**APPEARANCES**

For the City

Benjamin S. Albrecht, Attorney

For the Union

John R. Doll, Attorney

**BACKGROUND**

By way of a letter from the State Employment Relations Board (SERB) dated February 2, 2016, the undersigned was notified of an appointment to serve as a fact finder regarding an initial labor contract, negotiations impasse. This impasse involves the City of Wadsworth, Ohio (“the City” or “Wadsworth”), which has a population of approximately of 21,567, and a bargaining unit that is represented by Teamsters Local 348 (“the Union”). The bargaining unit is made up of approximately twenty-five (25) full-time and regular part-time City employees: Three (3) employees in the Equipment Maintenance Department, ten (10) employees in the Communications Department, two (2) employees in the Water Meter Department, five (5) employees in the Water Distribution Department, and five (5) employees in the Sanitation Department. The job classifications include the following: Solid Waste Collection Vehicle Operator, Transfer Station Attendant and Transfer Station Technician in the Sanitation Department; Equipment Maintenance Mechanic I and II in the Equipment Maintenance Department; Maintenance Worker and Equipment Operator I and II in the Water Distribution Department; Backflow-Meter Technician in the Meter Department; and Customer Service Technician II, Electrical/Electronic Technician, Communications Line Worker Trainee, Communications Line Worker I, Communications Line Worker II, and Communications Line Crew Leader in the Communications Department. As to the employees in the Communications Department, they provide customer service, installation and support in connection with the City being a provider of cable, internet and telephone service. Presently, the City has four (4) collective bargaining agreements involving seven (7) other City employee bargaining units: An Electric services unit that is represented by the IBEW; a Wastewater services unit that is represented by AFSCME; three (3) Police Departments units (Dispatchers, Patrol Officers, and

Sergeants) who are represented by the OPBA; and a Fire Department unit (Firefighters/EMS) represented by the IAFF.

Accordingly, on May 12 and 13, 2016, mediation sessions as well as a fact finding hearing took place. As to the fact finding hearing, it was held on the second day, May 13, 2016, and addressed those issues which remained unresolved following mediation.

### **FINDINGS AND RECOMMENDATIONS**

In order to assist the Parties in the process of finalizing the terms of their initial collective bargaining agreement (“the CBA”), the undersigned submits the following recommendations in accordance with the criteria set forth in O.R.C. 4117.14.

\* \* \*

- Past collectively bargained agreements 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 interest and welfare of the public, and 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 issues submitted to mutually agreed-upon dispute settlement procedures in the public service or in private employment.

\* \* \*

1.

**Article 5 – D.R.I.V.E. Deduction**

**Union’s Position:** Proposes contract language which, on a voluntary basis, allows for an employee payroll deduction regarding the Union’s Democratic Republican Independent Voter Education (“DRIVE”) Fund.

**City’s Position:** Opposes the inclusion of a DRIVE provision.

It is recommended that the DRIVE deduction provision as proposed by the Union be adopted. Accordingly and while noting that the City’s labor contract with AFSCME includes a similar provision, it is important to point out that this includes a proviso whereby the Union would pay for any additional administrative cost to the City which might be involved.

2.

**Article 21 – Hours of Work**

**Union’s Position:** That the CBA include the following “Hours of Work” schedule:

\* \* \*

- A. Sanitation Dept. 11:30 pm to 7:30 am Sunday-Thursday
- B. Meter Dept. 7:00/7:30 am to 3:30/4:00 pm Monday-Friday
- C. Water Dist. Dept. 7:00 to 3:30pm Monday-Friday
- D. Equipment Maint. Dept. 7:00 am to 3:30 pm Monday-Friday
- E. Communication Dept. except Installers 7:00 am to 4:00 pm Monday-Friday  
Installers-all but one position 7:00m am to 4:00 pm Monday-Friday  
Installer-one position 7:30 am to 3:30 pm Tuesday-Saturday (by seniority)
- F. Twenty-six pay periods with holiday provision.

**City’s Position:** That there be a forty (40) hour work week, starting at 12:00 am on Sunday and ending at midnight on Saturday, as well as allowing for each Department to establish its own schedule. In addition, it proposes that there be twenty-six (26) pay periods per year.

It is recommended that the City's position regarding Hours of Work be adopted. Accordingly, the undersigned acknowledges the point made by the City that scheduling flexibility is needed, especially in the case of the Communications Department which provides certain services that directly competes with a number of private companies. In addition and in acknowledging the undertaking that would be involved regarding arranging for a multi-department schedule, it is noted that scheduling flexibility is allowed for in all of the City's other labor contracts.

3.

**Article 24 – Wages**

**Union Position:** Effective 1/1/15 3.0% paid in a lump sum and added to base. Effective 1/1/16 increase to mid-point or 2.75% added to base, whichever is greater; lump sum from 1/1/16 to 2<sup>nd</sup> pay in June. Effective 1/1/17 up to 2.75% for under highest paid; 2.5% for all others. Effective 1/1/18 up to 2.75% for under highest paid; 2.5% for all others.

**City's Position:** Starting with when the CBA goes into effect and as to 2016, 2017, and 2018, a 2% increase for each year. In addition, the payment of a \$500 lump sum amount when the CBA becomes effective.

It is recommended that retroactive to 1/1/16, there be a 2% wage increase; effective 1/1/17, there be a 2% wage increase; and effective 1/1/18, there be a 2% wage increase. In addition, it is recommended that, effective upon the CBA becoming finalized, there be a \$500 lump payment that is added to the base. Accordingly, this recommendation attempts to balance the persuasiveness of the internal comparables wage rate data which was cited by the City as to the other City bargaining units, where a 2% increase is the norm as to the current and upcoming period in question, with the fact that these employees have for an extended period of time gone without an across the board wage increase.

4.

**Article 38 – Health and Welfare**

**Union’s Position:** Remain in the current plan, whereby employee contributions shall be the same as you have regarding the non-bargaining unit employees (management and classified/non-exempt employees).

**City’s Position:** That upon the CBA going into effect these employees would be covered by the same Health Insurance Plan as you have regarding the City employees who are included in the other City bargaining units (IBEW, AFSCME, OPBA, IAFF), where the employee share of the health insurance costs based on the COBRA rate is 12%.

It is recommended that the position of the City be adopted. This follows where the internal comparables on this issue are overwhelmingly supportive. Accordingly, this is the same health insurance cost apportionment which is provided for as to all of the other City employees who are covered by a collective bargaining agreement. In addition, this recommendation is supported by the largely unrefuted external comparables data that was cited by the City.

5.

**Article 42 – Equipment Maintenance**

**Union’s Position:** As to the Maintenance Mechanics, include a \$100.00 annual tool allowance provision.

**City’s Position:** Opposes the inclusion of a tool allowance provision.

It is not recommended that the CBA include a tool allowance provision. This follows where the need for such an allowance was never made clear in the record.

6.

**Article 43 – Communications Department**

**Union’s Position:** That there be an Inclement Weather provision applicable to the Meter, Water and Communications Department Employees.

**City’s Position:** Opposes the inclusion of an Inclement Weather provision.

It is not recommended that the CBA include an Inclement Weather provision. This follows in light of the City's point that periodically working in inclement weather is inherent to the services provided by these employees, while at the same time how exactly such a provision would work in practice was not made clear. Also, it is to be noted that the employees who are covered by the one other City labor contract which includes an Inclement Weather provision – the IBEW contract – are often working with high voltage electricity.

7.

**Article 47 – Charitable, Education and Recreation (“CER”) Fund**

**Union's Position:** That the CBA include a CER provision.

**City's Position:** Opposes the inclusion of a CER provision.

It is not recommended that the CBA include a CER provision. While acknowledging the obvious merits of having the employees contribute to such a fund and in noting that a comparable provision is not included in any of the City's other labor contracts, the question raised by the City as to its legality was not able to be answered during the course of the mediation and fact finding proceedings.

9.

**Article 48- Duration**

**Union's Position:** That there be a 3-year CBA commencing on 1/1/16.

**City's Position:** That there be a 3-year CBA commencing upon its having been finalized and signed.

It is recommended that there be a three (3) year CBA which becomes effective on the date when it is signed.

9.

It is recommended that all tentatively agreed upon contract provisions be adopted.



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William C. Heekin  
June 30, 2016  
Cincinnati, Ohio