

STATE OF OHIO
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IN THE MATTER OF FACT FINDING BETWEEN:

AFSCME, OHIO COUNCIL 8

LOCAL 265

AND

CITY OF NORTON

BEFORE: ROBERT STEIN

SERB CASE #95MED-01-0041

APPEARANCE FOR THE UNION:

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INTRODUCTION

The parties have been bargaining over the establishment of a first contract for this newly organized clerical bargaining unit for several months. The city has employees who are organized in other bargaining units in the police and service maintenance departments. The service maintenance unit is represented by the same labor organization as is the clerical unit. The clerical unit is comprised of clerk typists, secretaries, account clerks, and the classifications of building inspector, assistant clerk of Council and community development coordinator.

The parties were successful in resolving many of the foundation issues which must be dealt with when establishing a first agreement. However, in April of 1995, the parties sought the assistance of a factfinder. At the request of the parties, the factfinder first provided assistance as a mediator. The parties were able to resolve several more critical issues through the mediation process and finally decided to invoke factfinding. A factfinding hearing was held on May 30, 1995, during which the parties provided further substantiation in support of their positions on the remaining issues. Many of these issues had been partly resolved by the mediation process.

The issues at impasse and submitted to factfinding are: **promotions/transfers; dues check off/fair share fee; grievance procedure/arbitration; union rights; hours of work; vacation; AFSCME Care health plan; union negotiating committee; leaves of absence; wage structure and wages.**

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

- 1. Past collective bargaining agreements*
- 2. Comparisons*
- 3. The interest and the 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.*

These criteria are limited in their utility given the lack of statutory direction in assigning each relative weight. Nevertheless, they provide the basis upon which the following recommendations are made. The parties have requested a shortened turn around time for this report due to the length of time the negotiations have taken and the statutory requirements of ratification (in light of vacation schedules and the timing of City Council meetings in June). The parties have agreed to have the Factfinder limit his report to the essential differences in each parties' position with an abbreviated discussion preceding each recommendation. The rationale of each of the parties has been made known to the Factfinder through the mediation process and therefore, by agreement, will only be included when necessary to explain the position of a party.

PROMOTIONS/LATERAL TRANSFERS

ISSUE I

UNION'S POSITION:

Section 2 - PROMOTIONAL SELECTION

(A) The Employer shall fill the opening within five (5) working days, by selecting the applicant based on qualifications, experience and seniority. When qualifications and experience are relatively equal, then seniority shall be the determining factor in the selection of the applicant.

Section 5 - LATERAL TRANSFER SELECTION

The Employer shall transfer applicants with the most seniority to fill the openings, provided the applicant has the skill and ability to perform the job, prior to the job being filled through a bid. In the event there are no lateral transfer requests made during the posting period, such job shall be filled in accordance with Section 2(A) of this Article.

Section 6 - TEMPORARY TRANSFERS

(A) In connection with the efficient operation of the Employer, the Employer has the right to temporarily transfer an employee to a different classification to fill in for vacations, to fill in for sick leave, or for emergencies. Such transfers shall not exceed thirty (30) days unless mutually agreed to between the Union and Employer.

(B) An employee transferred to a lower paying classification shall receive his regular rate of pay for the duration of the temporary transfer.

(C) An employee transferred to a higher paying classification shall be paid at the higher rate of pay for the duration of the transfer.

(D) Temporary transfers shall not be used to avoid the employer's obligation to employees under this agreement. A position that is filled by temporary transfer for a thirty (30) day period shall then be filled as pursuant to Section 1 of this Article, unless an extension has been agreed to pursuant to Section 6-A.

EMPLOYER'S POSITION:

Section 1 - PROMOTIONS

(C) The employer may, in its sole discretion, select the most qualified applicant. If the employer determines, in its sole discretion, that no qualified applicant has bid on the position, than the employer may fill the position by any legal means it chooses.

Section 2 - LATERAL TRANSFER REQUEST

(C) The employer may (or may not) transfer applicants with the most seniority to fill the openings in its sole discretion.

Section 3 - TEMPORARY TRANSFER

(C) An employee transferred to a higher paying classification shall be paid at the higher rate of pay for the duration of the transfer if the transfer exceeds seven (7) calendar days and the employee performs the full function of the position.

DISCUSSION

During the hearing the parties agreed to language proposed by Employer (in the Employer's Position Statement) with the specific exceptions listed above. In making comparisons in the field of labor relations it can be said with certainty that it is common for seniority to play a role in decisions regarding promotions and transfers. However, the role seniority plays is unique to each bargaining relationship. Further guidance of the previous use of seniority by the parties can be found in the language of the agreement covering the other AFSCME bargaining unit in the city. In the AFSCME service maintenance unit the parties have included seniority in the areas of promotion and transfer. Finally, a review of the tentative agreements reached before impasse was declared indicates a willingness by the parties to use seniority in areas such as vacation selection.

RECOMMENDATION

Based upon the above the following language is recommended for Section C under the areas of promotion, lateral transfers and temporary transfers:

Section 1 - PROMOTIONS

(C) The Employer shall award the position to the most qualified applicant. Qualifications and experience will be the criteria used to make this determination. In cases where the qualification and experience of applicants are relatively equal, seniority shall be the determining factor in the selection of the candidate to fill the position.

Section 2 - LATERAL TRANSFERS

The employer shall transfer applicants with the most seniority to fill the openings, provided the applicant has the skill and ability to perform the job, prior to the job being filled through a bid. In the event there are no lateral transfer requests made during the posting period, such job shall be filled in accordance with Section 2(C) of this article.

Section 3 - TEMPORARY TRANSFERS

(A) In connection with the efficient operation of the employer, the employer has the right to temporarily transfer an employee to a different classification to fill in for vacations, to fill in for sick leave, or for emergencies.

(B) An employee transferred to a lower paying classification shall receive his regular rate of pay for the duration of the temporary transfer.

(C) An employee transferred to a higher classification shall be paid at the higher rate of pay for the period of the transfer providing the employee performs the full function of the position.

CHECKOFF/FAIR SHARE FEE

ISSUE 2

UNION'S POSITION

Section 5 - FAIR SHARE FEE

Effective the sixty-first (61st) day from date of hire, all employees who are not members in good standing of the Union, shall pay a fair share fee to the Union.

All employees hired on and/or after January 1, 1994, who do not become members in good standing of the Union, shall pay a fair share fee to the Union, effective sixty-one (61) days from the employee's date of hire. The fair share fee amount shall be certified to the Employer by the Union. The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction.

The deduction of fair share fees will not be made until the Employer receives a written notice to begin deductions from the Controller of Ohio Council 8. Payment to the Union of fair share fees shall be made in accordance with regular dues deductions as provided herein, and employees, who are not members of the Union, are required as a condition of employment, to pay the fair share fees. A separate listing of those employees paying the fair share fee shall be submitted to the Union along with the check for the fair share fees, in accordance with Section 4 of this Article.

Any employee, as defined in paragraph 1, of this Article, who fails to meet the requirements of this Article, shall not be retained in the employ of the Employer, provided the Union had notified the Employer and the employee in writing, by certified mail, of such default and said employee shall have failed to remedy the same within ten (10) days after receipt of such notice.

The Union hereby agrees to indemnify the Employer from any and all claims, suits, and judgments and other forms of liability arising out of the Employer's agreement with the Union contained in Section 5 of this Article.

EMPLOYER'S POSITION

No fair share fee.

DISCUSSION

The AFSCME service maintenance unit in the city has had a fair share fee since the inception of the Ohio Collective Bargaining Law (April 1, 1984). During the mediation and hearing process there was no information provided to the Factfinder that there have been problems with the fair share fee provision in the service maintenance unit of the city. The Northeast Ohio area represents a broader context in which this proposal needs to be viewed. In said context, the concept of a union shop in the private sector and a fair share fee in the public sector is common.

Given the common existence of this provision in Northeast Ohio, the long history of fair share which already exist in the city with the other AFSCME bargaining unit, and the fact that two-thirds of the employees in the unit voted for union representation, the union makes a persuasive case for fair share.

RECOMMENDATION

Based upon the above, it is recommended that the Union's language regarding fair share fee as provided for in its position statement be adopted.

GRIEVANCE PROCEDURE/ARBITRATION

UNION'S POSITION

Step 3 Arbitration

Should any grievance not be settled satisfactorily at the second step, the Union may, within thirty (30) working days of the receipt of the second step answer, submit a request for arbitration to the Employer and thereafter submit a written request for an arbitration panel of nine (9) arbitrators to the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS). The Employer shall be furnished a copy of the arbitration panel request. Each party shall have the opportunity once to reject the list of arbitrators and request another panel. The parties shall, within five (5) working days of receipt of said list, meet for the purpose of selecting the arbitrator by alternately striking names from said list until one (1) name remains. Such person shall then become the arbitrator. The fees and expenses of the arbitrator shall be borne equally by both parties. The arbitrator shall have jurisdiction only over disputes arising out of grievances as defined herein. The arbitrator shall not have the power to add to, subtract from, or modify any terms or conditions of this agreement. All decisions of arbitrators consistent with their jurisdiction, power and authority as set forth herein, and all pre-arbitration grievance settlements reached by the Employer and Union shall be final, conclusive and binding on the Employer, the Union and the employees. The arbitrator shall render a written decision to the parties within thirty (30) days of the close of the hearing.

EMPLOYER'S POSITION

Step 3 Civil Service

"Should any grievance not be settled satisfactorily at the second step, the Union may, within thirty (30) working days of receipt of the second step answer, submit an appeal to the Norton Civil Service Commission. Resolution of said grievance will be handled pursuant to the rules and regulations of the Norton Civil Service Commission."

DISCUSSION

Once again, a review of the facts available reveals that the other AFSCME represented unit in the city has an arbitration clause in its grievance procedure. It must therefore be assumed the parties already are familiar with this method of resolving disputes.

It is also common for labor agreements in Ohio to include arbitration as a final step in the grievance procedure. Arbitration has been widely accepted as a credible and acceptable due process procedure for the peaceful resolution of disputes.

Although Civil Service Commission have generally done a fine job in the areas of testing and selection they have not commonly been required to interpret collective bargaining language. Additionally, because they are appointed by the employer they are often perceived by employees and unions as having insufficient neutrality to administer a due process procedure. The well recognized leader of the quality movement, W. Edwards Deming emphasized the "driving out of fear" in an organization in order to establish a work environment which can achieve quality results. Faith in a system of due process by employees and the employer helps to reduce fear and brings order to the workplace.

The stability of a collective bargaining relationship is determinative of the parties ability to deal with change and the challenges of operating high quality city services on a limited budget. The cornerstone of this stability is a mutually acceptable system of employment justice which is recognized to be competent, efficient and neutral. Arbitration, although not perfect, is widely used in labor relations and continues to grow in acceptance in many other sectors as a reasonable fair and cost effective method of resolving disputes.

RECOMMENDATION

Step 3 of the Grievance procedure shall be arbitration. The language proposed by the Union shall be used as Step 3.

UNION RIGHTS

UNION'S POSITION

Section 1.

It shall not be a violation of this agreement and it shall not be cause for discharge or disciplinary action if any employee refuses to enter upon any property involved in a lawful primary labor dispute, refuses to go through or work behind any lawful primary picket line, or refuses to do work normally done by primary striking members of another Union.

Section 2.

Any alleged violation of union rights is subject to immediate review at Step 3 of the Grievance Procedure.

EMPLOYER'S POSITION

No new language. The City of Norton rejects this Union proposal. The rationale for rejecting this proposal is that each union in the City of Norton has its own collective bargaining agreement. An agreement to this proposal would in effect, coordinate bargaining for the various collective bargaining units and give the Union additional leverage in a strike situation, which is not required by law.

DISCUSSION

Although, the union's rationale for wanting this language is clear, there are not many comparables to indicate wide acceptance of this type of language. A labor contract by its very nature is supposed to establish a civil and stable method to resolve disputes and provide for the continued and uninterrupted operation of services. This inclusion of a grievance procedure with binding grievance arbitration underscores this intent.

RECOMMENDATION

No new language.

HOURS OF WORK

UNION'S POSITION

Section 1.

The work week for all employees, except as provided herein, shall be forty (40) hours worked in five (5) consecutive eight (8) hour days, Monday through Friday.

The Union also proposes limiting the number of part-time employees in the bargaining unit to a total of two (2).

Thirdly, the union proposes that part-time employees receive all benefits available to full-time bargaining units on a prorated basis.

EMPLOYER'S POSITION

Section 1

The work week for all full-time employees, except as provided herein, shall be forty (40) hours work in five (5) consecutive eight (8) hour days, Monday through Friday. Part-time employees will be scheduled by the City on an at-needed basis. The City agrees to limit the number of part-time employees to one (1) per department. Further, part-time employees will not be scheduled more than forty-eight (48) hours in any pay period.

The employer rejects the union's proposal of providing part-time employees with benefits.

DISCUSSION

The City has employed part-time employees for many years and they work in many departments. The consensus of the parties appears to be that part-time employment is compatible with the work requirements and services the city provides to the community. Many of these part-time employees have other jobs, especially in the police and fire departments. Historically, these part-time employees have received an hourly rate and have not been eligible for benefits. Additionally, part-time employees have used part-time employment with the city as a method to eventually achieve full-time employment.

In the private sector it is common to employ people without providing benefits. In the public sector the practice is mixed, with many part-time employees receiving pro rated benefits. In the instant matter comparables were not readily available. The Employer established a clear basis for continuing to employ part-time workers and the city has not structured its budget to include the full array of fringe benefits for part-time workers. Yet, it can be argued that the city (according to its statements during mediation and the hearing) will be working part-time employee a considerable number of hours per pay period.

RECOMMENDATION

Adopt the position of the city as proposed, with one exception; part-time employees who have **worked an average** of at least forty (40) hours in a pay period will be eligible for the complete AFSCME Care Benefits Plan after one (1) year of employment. The year to year continuation of this benefit will be assessed on an annual basis using the minimum criteria of an **average** of forty (40) hours of work per pay period during the previous year of employment.

VACATION

UNION'S POSITION (As modified at the hearing)

Section 1.

Bargaining unit employees shall receive vacation with pay each year in accordance with the following schedule:

<u>After Years of Service</u>	<u>Period of Paid Vacation</u>	<u>Accrued at the Rate</u>
1	80 hrs.	6 hrs & 40 min./mo.
5	120 hrs.	10 hrs/mo.
10	160 hrs.	13 hrs. 20 min./mo.
15	200 hrs.	16 hrs. 40 min./mo.
20	240 hrs.	20 hrs./mo.

EMPLOYER'S POSITION

Current bargaining unit members would receive the current vacation schedules as described in Union position above.

For employees hired after June 1, 1995:

<u>After Years of Service</u>	<u>Period of Paid Vacation</u>	<u>Accrued at the Rate</u>
1	80 hrs.	
8	120 hrs.	
15	160 hrs.	

DISCUSSION

The primary discussion by the parties concerning this issue centered around the cost of continuing the current vacation schedule. The Employer felt the current vacation schedule was generous and was looking for a way to reduce its vacation obligation in the future. The Union strongly felt the application of a two tier schedule, although fair to current bargaining unit members, would be divisive.

Six (6) week vacations do exist in other collective bargaining agreements and they have been provided for the employees of the city of Norton for years. The Employer persuasively argues that it advances its employees to the 6 week vacation level sooner than employees in other jurisdictions. Although the presence of a two tier vacation schedule can be divisive, the facts presented indicate a need to put into place a vacation schedule which is more in line with other jurisdictions.

RECOMMENDATION

For employees hired after July 1, 1995 the following vacation schedule will be in effect:.

<u>After Years of Service</u>	<u>Period of Paid Vacation</u>	<u>Accrued at the Rate</u>
1	80 hrs.	6 hrs. 40 min./mo.
5	120 hrs.	10 hrs./mo.
10	160 hrs.	13 hrs. 20 min./mo.
15	180 hrs.	15 hrs./mo.
20	200 hrs.	16 hrs. 40 min./mo.
25	240 hrs.	20 hrs./mo.

AFSCME CARE HEALTH PLAN

UNION'S POSITION

Section 1.

Beginning on the effective date of this agreement, the Employer shall contribute the sum of thirty-six dollars and seventy-five cents (\$36.75) per month to the Ohio AFSCME Care Plan for each employee who is covered by this collective bargaining agreement. This coverage includes a Life Insurance, Vision Care, Hearing Aid and Dental plan.

Section 2.

The Union proposes that employees in the bargaining unit may also participate in the dental plan currently offered to police employees.

EMPLOYER'S POSITION

The City rejects the Union's proposal for the AFSCME care package. Other than the AFSCME represented workers covered by another collective bargaining agreement, no other City of Norton employee has additional fringe benefits contained in the AFSCME care package. It is for this reason and the cost of such care package that the City rejects the Union's proposal for the additional benefits.

DISCUSSION

The cornerstone of this supplemental health care plan is its dental coverage. As acknowledged by the Employer, the other AFSCME unit in the city has the plan. Additionally, the police bargaining unit has a dental plan which provides for a reimbursement schedule. Based upon 2080 hours (or full-time) the cost of this plan equals about \$.21 per hour. The cost of the police dental plan is unknown. On a comparative basis, however, the Employer does currently provide some form of dental coverage for a large number of its employees. It would not be out of line to extend this benefit to others with the understanding that any expenditure affects the amount of funds available for other areas.

RECOMMENDATION

Effective July 1, 1995, the Employer shall contribute the sum of thirty-six dollars and seventy-five cents (\$36.75) per month to the Ohio AFSCME Care Plan for each full-time employee and eligible part-time* employee who are covered by this Collective Bargaining Agreement. This coverage includes a life insurance, vision care, hearing aid and dental plan.

* For part-time eligibility see article on Hours of Work.

UNION NEGOTIATING COMMITTEE

UNION'S POSITION

Section 1

Employee members of the AFSCME Negotiating Committee shall be permitted reasonable time off, during working hours, without loss of pay, for the purpose of participating in meetings related to the collective bargaining process with the Employer.

Section 2.

The Union shall notify the Employer, in writing, of the members of the AFSCME Negotiating Committee and the Employer shall notify the Union, in writing, of members of the Employer's Negotiating Committee.

EMPLOYER'S POSITION

The City of Norton rejects the Union's proposal to pay members of the negotiating committee for time spent in negotiations. Because the taxpayer does not benefit from these negotiations, it is not rational to pay bargaining unit members for time spent in negotiations, when such operates to the detriment of the average taxpayer.

DISCUSSION

This issue became a topic of discussion with every bargaining session. As a result, the parties scheduled negotiation sessions both before and during normal working hours. From the information presented, it appeared that the employees involved took vacation time when necessary in order to not suffer any loss of wages.

Other than the AFSCME unit there is not a lot of comparative data which would provide meaningful guidance in this area. The style, structure and timing of negotiations is unique to every bargaining unit and the work requirements of the employees in it. Given the fact that this bargaining unit is new and this was the inaugural negotiations, no history had been established. This issue is so parochial in nature it is best left to the parties to resolve prior to the start of the next negotiations.

RECOMMENDATION

No new language.

However, in fairness to the employees who gave up vacation time to negotiate while this issue remained muddled and unresolved, it is recommended that one-half of their vacation time used for negotiations be restored to their accumulated time.

LEAVES OF ABSENCE

UNION'S POSITION

The Union wants to maintain the past practice of allowing employees to accrue vacation time during paid injury leave.

Section 12 - FAMILY LEAVE

The Employer may require an employee to use only fifty percent (50%) of their accumulated sick leave.

EMPLOYER'S POSITION

Employee shall not accumulate vacation credit during paid injury leave.

Section 12 - FAMILY LEAVE

The Employer may require an employee to use one hundred percent (100%) of their accumulated sick leave.

DISCUSSION

The parties spent a considerable amount of time negotiating the many sections of this article. What remains is a request by the employer to modify a long standing practice (contained in Ordinance No. 58-1977) of providing the continuation of vacation accumulation during a paid injury leave. And a request by the Union to modify the 1993 FMLA law option available to the Employer of requiring an employee to use paid sick time in lieu of unpaid time.

During the negotiation and at the hearing the parties articulated their positions well but did not provide sufficient data which demonstrated a hardship with the practice of vacation accrual during injury leave or particular problems under the Family Medical Leave Act. The fact is the use of these leaves is a rare event. Additionally, paid injury leave is for job related injuries. It seems only reasonable to provide an employee with the same ability to accumulate vacation leave as she/he would have if she/he were on paid sick leave.

RECOMMENDATION

- An employee shall accrue vacation leave during unpaid injury leave.
- The Employer retains all rights under the Family Medical Leave Act including the right to require the use of all paid sick leave, before the use of unpaid leave.

WAGE AND WAGE STRUCTURE

UNION'S POSITION

The Union proposes a new three (3) step wage structure which replaces the current seven (7) step structure. This new three (3) step structure was created from the current wage structure, utilizing levels 1, 4 and 7. The Union also repositioned the bargaining unit classifications as follows:

<u>Classification</u>	<u>Change</u>
Clerk Typist I	Step 8 to Step 16
Secretary I	Step 16 to Step 19
Secretary II	Step 20 to Step 24
Account Clerk I	Step 15 to Step 24
Account Clerk II	Step 22 to Step 26
Account Clerk III	No change: current Step 28
* Assistant Clerk of Council	Step 15 to Step 16
* Building Inspector	to Step 31
* Community Development Coordinator	Step 27 to Step 26

* These classifications are currently unfilled.

<u>Classification</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>
Clerk Typist I	7.79	8.51	9.30
Secretary I	8.64	9.44	10.31
Secretary II	10.26	11.21	12.25
Account Clerk I	10.26	11.21	12.25
Account Clerk II	10.99	12.01	13.12
Account Clerk III	11.77	12.86	14.06
Assistant Clerk of Council	7.79	8.51	9.30
Building Inspector	13.05	14.26	15.58
Community Development Coordinator	10.99	12.01	13.12

APPENDIX WAGE SCHEDULES

Section 1.

The Union proposes to establish a wage schedule that will reflect the proper wage grades, wage rates and step increase procedure for each classification in the bargaining unit. Advancement from Start Rate to Top Rate shall be automatic. Any negotiated increases and wage rates shall be added to the wage grades, wage rates and wage steps of the Wage Schedules.

Section 2.

The Union proposes to establish the lowest step of each pay grade as Step "A", the middle step of each pay grade as Step "B", and the top step of each pay grade as Step "C".

Section 3.

New Hires shall start at Step "A". Upon completion of the employees probationary period from date of hire, the employee shall be placed in Step "B" of the Wage Schedule. Twelve (12) months after moving to Step "B", the employee shall be placed in Step "C" of the Wage Schedule.

Wage Proposal

1. The Union proposes that the above wage schedule be added to the contract.
2. Bargaining unit employees shall also receive the above proposed wage increase for 1995 plus a \$1,500.00 signing bonus.
3. In years 1996 and 1997, the Union proposes that each step of this attached wage schedule receive an 5% wage increase across the board.

Classification Changes

The Union also proposed moving Susan McCall from her current classification of Secretary II to Account Clerk III based upon the assertion that she does the same work as Sally McDaniel, Account Clerk III. Statements from Ms. McDaniel and Ms. McCall supporting this proposal were made during the hearing. Ms. McCall currently receives a wage outside of her classification of Secretary II and hasn't had an wage increase since 3/1/92.

The Union proposes a three (3) year contract ending December 31, 1997.

EMPLOYER'S POSITION

The Employer argues that the current wage schedule is sound and was created with the help of outside expertise in 1991. Therefore, the schedule should remain the same. However, the evaluation based requirement for movement from one level to another will be removed and in the future employees will move to the next level based upon years of service in the classification.

The Employer proposes a two (2) year agreement ending December 31, 1996 with no additional general wage adjustments during this period.

DISCUSSION

The parties did a thorough job of explaining their positions. However, these are complex issues based upon a less than lucid developmental history. These appear to be the facts which are known:

- The current salary schedule was developed in 1991 and was established on the basis of keeping the city of Norton wage competitive.
- During the past year all employees in the bargaining unit, except Susan McCall and Sally McDaniel were advanced one level (an increase of 3%) on the salary schedule. Said increases either occurred on the employees' anniversary date of hire or promotion. Ms. McCall was last given an increase on 3/1/92 and Ms. McDaniel on 1/1/93. The reason(s) for these two employees not being included in the level advancements is unknown, however, Ms. McCall's wage rate is currently above her highest level on the salary schedule.
- The Union modeled its three level wage schedule after the other AFSCME bargaining unit and gave each classification a higher step level based upon internal wage rate comparisons.
- Salary schedules vary widely from one organization to another. The facts available to the Factfinder in the instant matter did not provide much guidance in support of changing the current salary schedule.
- The claim was made that Susan McCall, currently classified as Secretary II is actually performing the same work as Sally McDaniel Account Clerk III. Both employees work in the finance department and it was acknowledged during negotiations (by both parties) that there is a great deal of overlap in duties in this small department.
- During the past three to four years the inflation rate has held steady just below three percent (3%).
- Comparative general wage increases have averaged around three percent (3%) for many public jurisdictions in 1995.

RECOMMENDATION

1. The current salary schedule shall remain in place and employees shall move annually based upon years of service.
2. Each bargaining unit employee shall receive a \$500.00 bonus effective July 1, 1995.
3. Effective January 1, 1996 each step of the salary schedule shall be increased by three percent (3%).

4. In addition to the above, Sally McDaniel, Account Clerk III shall be moved from Level 2 to Level 4 effective July 1, 1995 in order to account for the lack of level advancements since 1/1/93.
5. In addition to the above, Susan McCall shall receive a one time six percent (6%) wage adjustment effective July 1, 1995 to account for the lack of pay increases since 3/1/92. Ms. McCall shall continue to be eligible (on her anniversary date) for the same future percentage level adjustment of three percent (3%) available to those employees on the salary schedule.

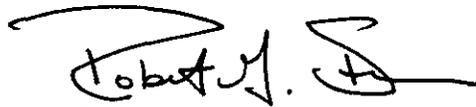
It is further recommended, that Ms. McCall's job duties be evaluated within the next ninety (90) calendar days for possible reclassification to the Account Clerk classification series.

6. The Agreement shall expire December 31, 1996.

TENTATIVE AGREEMENT

All other issues were tentatively agreed to, or withdrawn during the mediation process. Their actions are considered to be recommended to the parties as part of this report.

The Factfinder respectfully submits the above recommendations to the parties this 8th day of June, 1995.



Robert G. Stein
Factfinder