

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

Jul 3 10 12 AM '96
STATE EMPLOYMENT
RELATIONS BOARD

In the Matter of)
Fact-Finding Between:)
)
AMERICAN FEDERATION OF STATE,)
COUNTY AND MUNICIPAL EMPLOYEES,) Case Nos. 95-MED-12-1097
OHIO COUNCIL 8 AND LOCAL 2729)
)
-and-) Jonathan I. Klein,
) Fact-Finder
)
CITY OF GARFIELD HEIGHTS)
)
)
)

**FACT-FINDING REPORT
and
RECOMMENDATION**

Appearances

For Union:

John J. Filak
Staff Representative, AFSCME

For Employer:

Marc J. Bloch
Attorney - City of Garfield Heights

Date of Issuance: July 1, 1996

I. PROCEDURAL BACKGROUND AND FINDINGS OF FACT

This matter came on for hearing on June 7, 1996, before Jonathan I. Klein, appointed as fact-finder pursuant to Ohio Rev. Code Section 4117.14, and Ohio Admin. Code Section 4117-9-05, on March 1, 1996. The parties mutually agreed to extend the statutory deadline for issuance of the fact-finder's report and recommendations to and including July 1, 1996.

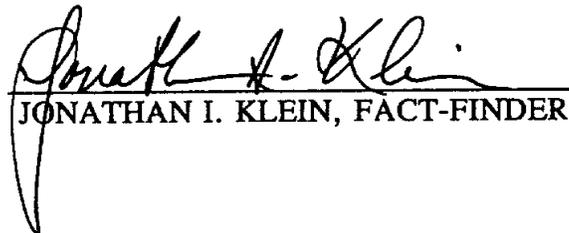
The hearing was scheduled between the City of Garfield Heights ("Employer" or "City"), and Ohio Council 8 of the American Federation of State, County & Municipal Employees, A.F.L.-C.I.O. and its Local 2729 ("Union"), in the Garfield City Hall located at 5407 Turney Road, Garfield Heights, Ohio 44125. The parties met prior to the fact-finding hearing in an effort to resolve their differences. Despite such efforts, the parties remained unable to resolve the issues at impasse prior to the date of hearing. On the date of the fact-finding hearing, the parties, together with the assistance of the fact-finder, commenced earnest negotiations directed toward a possible mediated settlement of the unresolved issues.

As a result of mediation and subsequent negotiations, the parties reached a mediated settlement on the outstanding issues as set forth in Attachment "A." The fact-finder, after consideration of the parties' respective positions and arguments, finds the mediated settlement to be fair, reasonable and in accordance with the applicable statutory criteria required by Ohio Rev. Code Section 4117.14(C)(4)(e), listed in 4117.14(G)(7)(a)-(f) and Ohio Admin. Code Section 4117-9-05(K)(1)-(6). The fact-finder incorporates by

reference into this Report and Recommendation all tentative agreements reached between the parties as of June 6, 1996, relative to a successor collective bargaining agreement.

II. FINAL RECOMMENDATION

It is the fact-finder's final recommendation that the mediated settlement by and between the Employer and Union, appended hereto as Attachment "A", and all tentative agreements reached between the parties as of June 6, 1996, shall be implemented as a full and final settlement of all unresolved issues pending in this matter.


JONATHAN I. KLEIN, FACT-FINDER

Dated: July 1, 1996

MEDIATED SETTLEMENT ~~AWARD~~ AWARD

This ~~award~~ award has been entered into this 27th day of June 1996 among the City of Garfield Heights, AFSCME Local 2729 and AFSCME Ohio Council 8 as a result of mediation and negotiations conducted on June 7, 1996 and June 25, 1996.

Based upon the parties' mutual desire to resolve all issues arising out of SERB Case No. 95-MED-12-1097, they reached the following mediated settlement:

- 1) Previously reached tentative agreements (see attached)
- 2) Revise section 24.1 to read:

The City shall contribute to the AFSCME Care Plan the following amount per month for each employee in the bargaining unit.

Date of ratification through 7/31/96	\$75.75
8/1/96 and after	\$78.75

- 3) Revise Article 19 as follows:

19.52 In determining choice of vacation, city seniority shall govern;

19.55 (NEW) Employees currently entitled to use their vacation leave in day increments shall be entitled to continue doing so pursuant to past practice.

19.56 (NEW) Employees currently restricted to using their vacation leave in week increments, and who have 3 or more weeks vacation per year shall be entitled to use one week of vacation in day increments, subject to the City's operational needs. While requests to use vacation in day increments shall not be denied arbitrarily, the denial of specific days requested is not grievable. When these employees request leave in day increments, they shall do so either during the annual first quarter vacation pick or at least 72 hours prior to the day/s they are requesting, unless the City in its discretion allows shorter notice. Where employees pick a particular vacation week and an employee picks a day or days of vacation during that week and operational needs do not allow all of them to be off, the employees picking the whole week shall have priority.

- 4) Article 30.1 revise longevity scale to read:

5-10 years	\$385.00
10-15 years	\$445.00
15-20 years	\$535.00
20 to retirement	\$585.00

APPENDIX "A"

5) Revise wage scales as follows prior to across the board increases:

Laborer (hired prior to ratification) \$13.59	Start	\$ 9.00
Laborer (hired after date of ratification)	6 months	\$ 9.66
	12 months	\$10.31
	18 months	\$10.97
	24 months	\$11.62
	30 months	\$12.28
	36 months	\$12.93
	42 months	\$13.59

Building Maintenance \$13.49	Start	\$ 8.00
Custodian (hired after date of ratification)	6 months	\$ 8.78
	12 months	\$ 9.57
	18 months	\$10.35
	24 months	\$11.14
	30 months	\$11.92
	36 months	\$12.71
	42 months	\$13.49

Equipment Operators \$14.07
 Welder/Fabricator/Mechanic \$14.88
 Mechanic I \$14.88
 Tire Changer/Greaser/Parts Chaser \$14.53
 Bodyman/Refinisher/Light Mechanic \$14.88

Miscellaneous
 Brick Laying and Concrete Finishing \$14.28
 Brick and Concrete work \$13.79

Delete Section VII A, B, C
 Retain Section VII D

Merge Light Equipment Operator, Heavy Equipment Operator and Sign Painter to Equipment Operator

Merge Tree Warden to Equipment Operator, but current Tree Warden shall continue to receive his wage increase based on current (14.27) rate

Merge Recreation Laborer, Dog Warden, Road Laborer, Sewer Laborer, and Sign Painter Asst. to Laborer, but current Sign Painter Asst. (13.63) shall continue to receive wage increases based on current 1996 rates

Employees hired prior to ratification

Accounts Clerk	\$11.36
Administrative Asst.	\$12.79
Building Inspector	\$13.14
Certified Building Inspector	\$15.03
Building Maintenance Engineer	\$14.88

City Accountant \$14.25
 Clerk Typist \$10.14
 Receptionist \$9.33
 Secretary \$11.06

Employees hired after ratification

Clerical Support (replaces City Accountant, Accounts Clerk, Clerk Typist, Secretary)

Start \$ 8.50
 6 months \$ 8.91
 12 months \$ 9.32
 18 months \$ 9.73
 24 months \$10.14
 30 months \$10.55
 36 months \$10.96
 42 months \$11.36

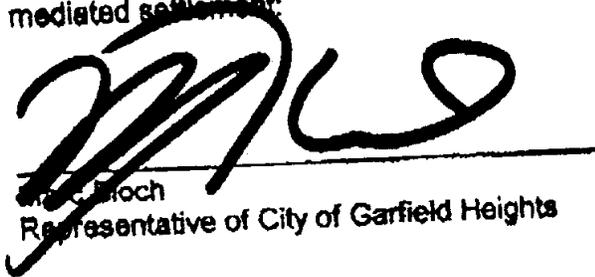
Merge Administrative Secretary and Sr. Accounts Clerk into Administrative Assistant

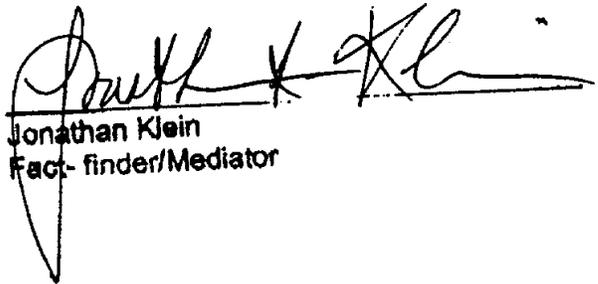
Any Deleted or Merged Classifications will be part of the bargaining unit if recreated and the work of those classifications will remain in the bargaining unit

5) Wage Increases

Effective 4/1/96 a 3% across the board increase to all wage rates
 Effective 4/1/97 a 3% across the board increase to all wage rates
 Effective 4/1/98 a 3% across the board increase to all wage rates

Approved as to accuracy of mediated settlement:


 Eric Broch
 Representative of City of Garfield Heights


 Jonathan Klein
 Fac-finder/Mediator

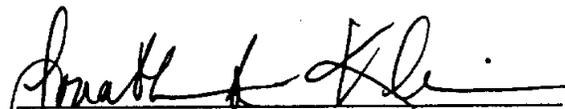

 John J. Filak
 AFSCME Ohio Council 8 and Local 2729

Tentative agreements among Ohio Council 8 AFSCME, Local 2729, and City of Garfield Heights as of June 6, 1996

- 14.1 Delete words "ten (10) times ... are unavailable." (green dot system)
- 14.4 Delete language about posting overtime records on bulletin boards. Overtime order will still be posted and union will have the right to review OT records on demand.
- 15.21 Add spouse, child, brother, and sister to 5 day leave section
- 19.53 City proposal with proviso that employees would have flexibility to change vacation picks for unforeseen circumstances
- 19.54 Vacation picks by City seniority, not classification seniority
- 20.2 Personal days may be used adjoining vacation or holiday, so long as picked at time of vacation picks; may be used at other times on 24 hour notice; only two employees in the service Department may be off on personal days at a time
- 28.1 The City will provide an annual Two Hundred Fifty (\$250) tool allowance through a requisition slip. Employees will have an individual "account" for such allowance. However, balances will not be carried over from year to year.
- 29.13 City's proposal
- 29.14 City's proposal except that employees in the Streets Dept. will receive 6 pairs of cloth gloves
- 29.3 increase to \$100 (uniform allowance)

CERTIFICATE OF SERVICE

Originals of the foregoing Fact-Finding Report and Recommendation were served upon Marc J. Bloch, Esq., Duvin, Cahn & Hutton, Erieview Tower, 20th Floor, 1301 East Ninth Street, Cleveland, Ohio 44114, and John J. Filak, Esq., Staff Representative, AFSCME Ohio Council 8, Cleveland Regional Office, 1603 East 27th Street, Cleveland, Ohio 44114 each by express mail, and upon G. Thomas Worley, Administrator, Bureau of Mediation, Ohio State Employment Relations Board, 65 East State Street, Columbus, Ohio 43215-4213, by regular United States mail, sufficient postage prepaid, this 1st day of July, 1996.



JONATHAN I. KLEIN, FACT-FINDER