

Before Louis V. Imundo, Jr., Fact Finder

In the matter of Fact-Finding between the

CITY OF MASON

and the

TEAMSTERS LOCAL UNION NO. 836

SERB Case No. 96-MED-09-0778

This matter was heard before Louis V. Imundo, Jr., Fact-Finder, in Mason, Ohio, on December 18, 1996.

1.0 INTRODUCTION

1.1 Appearing For Management

- C. J. Schmidt, Attorney at Law
- Patrick Ibarra, Assistant City Manager
- Lisa R. deGuzman-Catlett, Human Resources Manager

1.2 Appearing For The Union

- Martha M. Young, Attorney at Law
- Emmett "Tom" Kinman, Assistant Trustee and Business Representative
- Michael Proffitt, Maintenance III and Steward
- Jason Adkins, Maintenance III and Alternate Steward
- Ed Smith, Maintenance III and Alternate Steward

2.0 NATURE OF THE CASE

The following issues were unresolved when the Fact-Finder met with the Parties:

- Article 17, Section 1 - Standard Work Week
- Article 17, Section 3 - Overtime
- Article 18, - Call-In Pay

- Article 21, Section 3 - Dental and Optical Insurance
- Pension Pick-Up
- Article 28, Wages

A number of other unresolved issues were tentatively agreed upon at the Hearing.

3.0 POSITIONS OF THE PARTIES ON THE UNRESOLVED ISSUES, AND THE FACT-FINDER'S RECOMMENDATIONS

Article 17 - Section 1 - Standard Work Week

Union's Position

The November 14, 1993 - December 31, 1996 Agreement, i.e., the now expired Agreement, gives Management the authority to make work schedule changes for bargaining unit employees whenever they determine that such is necessary. The standard work week consists of 40 hours over five days. The Agreement does not provide for a guarantee of hours per day, or per week, and contains no premium for any change of employees' work schedules. Bargaining unit employees are regularly scheduled from 7:00 a.m. to 3:30 p.m. The Union seeks a shift premium of \$.35 per hour whenever there is a change in employees' regular work schedules. The proposed shift premium would only apply to those hours worked outside of regularly their scheduled hours. The Union argued that any change in regular work schedules creates a hardship for employees and the shift premium serves to offset it. The Union's concern centered around changes in employees' scheduled work hours as opposed to changes in the work week.

Management's Position

Management opposed the Union's proposal. It was Management's position that the Union's proposal would adversely affect their flexibility in scheduling employees. Management argued that bargaining unit employees do not have permanent shifts, and on occasion, it is necessary to change employees' work schedules to meet demands for service. Management further argued that in view of the Union's proposed wage increases, any shift premium would be too costly.

Fact-Finder's Recommendation

The Fact-Finder has reviewed the positions of the Parties and the information submitted into the record to support their respective positions. In the Fact-Finder's opinion, Management has not misused their authority to change employees' work schedules. In fact, they have been accommodating, and discussed with affected employees, the reasons

**Fact Finder
Page 3**

for changes in their work schedules. At present, the City does not have second or third shifts for bargaining unit employees. In addition, when employees are called into work outside of their regularly scheduled work time, they receive call-in pay. Furthermore, when employees work overtime, they receive premium pay. In view of all the aforementioned, in particular the absence of second and third shifts, coupled with the fact that Management has not misused their authority to change work schedules, it is the Fact-Finder's recommendation that at this time, no shift premium is warranted.

It is the Fact Finder's recommendation that the current language be carried over intact into the successor agreement.

Article 17 - Section 3 - Overtime

Union's Position

Currently, employees are paid time and one-half for hours worked in excess of eight hours per day, or 40 hours per week. The Union seeks to have employees paid double-time after the first eight hours of continuous overtime in any 24-hour period. The double-time would be paid for all continuous time worked after the eight hours of overtime. The greatest likelihood of such an occurrence would be during emergency snow removal.

Management's Position

It was Management's position that no justification exists to accept the Union's proposal.

Fact-Finder's Recommendation

Based on the information submitted into the record, it is unlikely that bargaining unit employees would be scheduled to work more than eight hours of overtime in a 24-hour period. Given the low probability of such occurrences, if the Union's proposal were adopted, the cost to the City would be low. In the Fact-Finder's opinion, when employees are scheduled to work more than eight hours of overtime in a 24-hour period, particularly when such work involves snow removal, it puts considerable stress and strain on them. In the Fact-Finder's opinion, the Union's proposal is fair and reasonable, and should be adopted.

It is the Fact-Finder's recommendation that the Union's proposal, as amended at the Hearing, be adopted.

Article 18 - Call-In Pay**Union's Position**

The Union proposed that all overtime be offered on the basis of seniority, and that call-in pay be increased from the current two hours to three hours. In addition, the Union proposed that pager pay be increased from \$75.00 per week to \$150.00 per week.

Management's Position

Management opposed the Union's proposal regarding seniority because it would eliminate all flexibility when assigning emergency work. It was Management's position that two hours call-in pay is sufficient for the inconvenience of being called in to work. Management contended the \$75.00 for carrying a pager is sufficient and no increase is warranted.

Fact-Finder's Recommendation

The Fact-Finder agrees with Management's position regarding calling in employees by seniority. The Fact-Finder further believes that no justification exists to increase the \$75.00 per week pager pay. The Fact-Finder believes that the Union arguments for increasing the call-in pay were sound. In the Fact-Finder's opinion, it is more common than uncommon that employees are inconvenienced when they are called in to work outside of their normal work time, and three hours call-in pay is warranted.

It is the Fact-Finder's recommendation that the call-in pay be increased from the current two hours to three hours.

Article 21, Section 3 - Dental and Optical Insurance**Union's Position**

The Union contended that Management's offer to increase the dental insurance coverage from \$500.00 per year per dependent to \$750.00, including \$250.00 toward orthodontics, is fair, and they were willing to accept it. The Union contended that Management's offer to increase the optical insurance from \$125.00 per year per dependent to \$200.00 is fair and they were willing to accept it. The Union claimed that Management's estimated cost for increasing the dental and optical insurance is inaccurate.

Management's Position

It was Management's position that the proposed increase in the dental and optical insurance benefit is tied to the Union's wage demands and the offer was contingent upon what the Union was willing to accept for wage increases. Management claimed that the proposed increase in benefits would cost about \$100,000.00 over the life of the successor agreement.

Fact-Finder's Recommendation

In view of the Fact-Finder's recommended wage rate increases, the increase in dental and optical insurance is not warranted.

It is the Fact-Finder's recommendation that the current dental and optical insurance benefits as set forth in Article 21, Section 3 of the expired Agreement be carried over into the successor agreement.

Pension Pick Up**Union's Position**

The Union sought to have the City pick up the eight and one-half percent that employees pay into the Public Employees Retirement System.

Management's Position

Management asserted that the Union's proposal amounts to an eight and one-half percent wage increase, and considering the Union's wage demands, the increase is excessive and unjustified.

Fact-Finder's Recommendation

The Fact-Finder reviewed the Parties' positions and has concluded that in view of the wage increases he is recommending, the pension pick up is not warranted.

It is the Fact-Finder's recommendation that the Union's proposal for the City to pick up employees' pension contribution not be adopted.

Article 28 - Wages

Union's Position

It was the Union's position that, to varying degrees, bargaining unit employees are grossly underpaid when their wages are compared to people doing the same, or comparable work in similar communities in the region. In addition to the wage increases, the Union proposed a longevity pay scale, and elimination of the in classification wage tier system. The union also sought to increase the percentage base wage rate increases for securing certain specified licenses.

Management's Position

It was Management's position that the current wage rates for bargaining unit employees is competitive with those paid to people doing similar work in comparable cities. It was Management's position that the City's wage rates for bargaining unit employees exceed the national average. Management asserted that turnover is quite low, and when positions do become available, there is no shortage of qualified applicants. It was also Management's position that no justification exists for any longevity pay, and no increase in the licensure wage rate increases was warranted.

Fact-Finder's Recommendation

The Fact-Finder has thoroughly reviewed the testimony, and information put forth by the Parties to support their respective positions. The Fact-Finder has also evaluated the information he obtained from his own independent research.

In the Fact-Finder's opinion, Mason is an economically healthy city, and the prospects for the future are excellent. Mason is in a geographic area that has become quite desirable for businesses to locate and people to live. While the City has, and will continue to incur significant costs to meet the service needs of new businesses and residences, the revenue from taxes and spending will, over time, be significantly higher than the costs incurred. In the Fact-Finder's view, if the Commissioners and Management did not believe that the City stood to gain by attracting new businesses and residences, they would try to dissuade rather than encourage them to locate in Mason.

Research has demonstrated that two-tier wage systems yield short-term benefits, but over time, result in costs that exceed the benefits. In cities where economic conditions are poor, and the prospects for improvement are nil, two-tier wage systems are often unavoidable. In cities where economic conditions are good, and future prospects are excellent, two-tier wage systems are hard to justify. In the Fact-Finder's opinion, given the

Fact Finder
Page 7

City's current financial health, the excellent prospects for the future, coupled with the fact that the majority of the bargaining unit employees are underpaid, there is no justification for keeping the two-tier wage system and the Union's proposal to eliminate it should be adopted.

In the Fact-Finder's opinion, the majority of the bargaining unit job classifications are underpaid, and a parity adjustment to their wage rates should be made in the first year of the new agreement with a three (3.0) percent raise in each of the subsequent years. The recommended wage increases should be retroactive to January 1, 1997.

Classification	Year 1	Year 2	Year 3
Maintenance Worker I - entry level	\$10.00	+3.0%	+3.0%
Maintenance Worker I - successful completion of probationary period	\$11.25	+3.0%	+3.0%
Maintenance Worker III - passed all equipment operation tests	\$13.50	+3.0%	+3.0%
Plant Operator - entry level	\$11.00*	3.0%	3.0%
Plant Operator - successful completion of probationary period	\$13.00	+3.0%	+3.0%
Water Service Technician - entry level	See note below**		
Water Service Tech. - successful completion of probationary period	See note below**		
Mechanic - entry level	\$12.00	+3.0%	+3.0%
Mechanic - successful completion of probationary period	\$14.50	+3.0%	+3.0%

* This rate was previously agreed on by the Parties.

** Note: The Parties agreed that the Water Service Technician - entry level would be reclassified as a Maintenance Worker I and cross-trained. The Parties agreed that the Water Technician, after successful completion of the probationary period, would be reclassified as a Maintenance Worker III and cross-trained.

Fact Finder
Page 8

The Fact-Finder recommends that the Union's proposed increases for licensure not be adopted and the current language, and rate increases be carried over into the successor agreement.

January 8, 1997
Date

Louis V. Imundo, Jr.
Louis V. Imundo, Jr.
Fact Finder