

STATE EMPLOYMENT
RELATIONS BOARD
NOV 2 1996

FACT-FINDING PROCEEDINGS
STATE EMPLOYMENT RELATIONS BOARD
CASE NO. 96-MED-10-1039

CITY OF FAIRVIEW PARK, OHIO	:	
	:	
The Employer	:	
	:	
-and-	:	<u>FACT-FINDER'S AWARD</u>
	:	
AFSCME OHIO COUNCIL 8	:	
	:	
The Union	:	

APPEARANCES

For the Employer:

Patrick F. Roche, Law Director
Karl Kubb, Mayor

For the Union:

Michael Bauer, Staff Representative
Brooke Stockdale, Union Steward
Terrence E. Rohr, Sr., Chapter President

MARVIN J. FELDMAN
Attorney-Arbitrator
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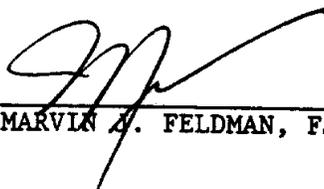
This hearing took place at the conference facility of the employer on May 21, 1997, whereat the parties were present, each party acknowledging the jurisdiction of the Fact-Finder in this particular matter.

This matter came before me on the issues of retroactivity of a wage of an hour per day per clerical employee (8) beginning January 1, 1997. Both parties agreed that this was a fringe benefit. Fringe benefits generally are not retroactive. Wages, generally, are retroactive. There is no unique situation in this matter to trigger the request of the bargaining unit on this fringe benefit and the request for retroactivity is therefore denied.

The issue of insurance deductibles of insurance benefits of Article 33.06 of the Agreement, not yet ratified by The City Council, is amended to read "beginning january 1, 1998."

There is attached hereto and made part hereof as if fully rewritten herein a four sided document which references all of the changes of the now concluded agreement which expired on December 31, 1996, between the parties. Its terms are fair, just and reasonable.

The above is the award of the Fact-Finder.


MARVIN S. FELDMAN, Fact-Finder

Made and entered
this 21st day
of May, 1997.

TENTATIVE AGREEMENT

Between

**AFSCME OHIO COUNCIL 8 and LOCAL 2681, AFL-CIO
and THE CITY OF FAIRVIEW PARK**

1. Article 3 - Recognition

**Add: Clerical/Secretarial employees
Traffic Technician**

This Agreement is not intended to reduce any current benefit. If during the term of this Agreement any benefit is found to have been inadvertently eliminated the Union and the City shall meet to discuss said change.

2. Article 6 - Dues Deduction

6.03 Delete: "treasurer of the"

3. Article 8 - Union Representation

Add: One steward for Clerical employees.

4. Article 10 - Discipline Procedure

10.06 Replace with Agreement of September 11, 1996.

5. Article 13 - Hours of Work

Clerical/Secretarial employee work 8 hours per day with 1 hour paid lunch.

6. Article 21 - Sick Leave

21.10 Replace with Agreement of September 11, 1996.

7. Article 27 - Temporary Transfer

Clerical employees receive higher rate for more than 8 hours.

8. Article 32 - Commercial Drivers License

Reimburse for initial cost of CDL test upon passing.

9. Article 33 - Hospitalization

Implement deductible:	Single -	200 per year
	Family -	300 per year

Add: Tax Deferred Medical Savings Account

Add: Alternative P.P.O.

10. Article 37 - Longevity

Replace with Agreement of March 19, 1996.

11. Article 41 - Uniform Allowance

Add: Police Dispatcher Clerk \$200.00 per year voucher.

Increase \$300.00 - Required to wear blue pants/shirts (navy).

12. Article 42 - Rates of Pay

Increase all wages by 3.5% each year of 3 year Agreement.

Add: Clerical/Secretarial wages - Start rate, average of existing classifications
14.5 cents, add to all Clerical/Secretarial wage rates.

Add: Traffic Technician - 1 year rate \$16.49

13. Article 50 - Arbitration Procedure

Replace John Drotning and Lawrence Loeb.

14. Article 51 - Duration

Three (3) year Agreement

15. Include Job Descriptions for all new classifications.

16. Form a committee to study a 25 year buy-out. One representative from the Union
and one representative from the City.

17. Include: \$30.00 per regular or special meeting as current practice.

18. **Modify Building Maintenance and Laborer 2 job descriptions.**

19. **Article 22 - Injury Leave**

Employee must file all necessary forms in a timely manner to qualify for Injury Leave.