

Dec 9 10 29 AM '98

**IN THE MATTER OF FACT-FINDING
BETWEEN**

CITY OF SOUTH EUCLID

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CASE NO. 97-MED-10-1122

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AND

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FINDINGS

)

AND

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**AMERICAN FEDERATION OF
STATE, COUNTY & MUNICIPAL
EMPLOYEES, LOCAL 2319**

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RECOMMENDATIONS

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JAMES M. MANCINI, FACT-FINDER

APPEARANCES:

FOR THE UNION

Karen Schneiderman

FOR THE CITY

Marc J. Bloch, Esq.

SUBMISSION

This matter concerns fact-finding proceedings between the City of South Euclid (hereinafter the City) and the American Federation of State, County and Municipal Employees, Local 2319 (hereinafter the Union). The State Employment Relations Board (SERB) duly appointed the undersigned as fact-finder in this matter. The fact-finding hearing was held on November 2, 1998 in South Euclid, Ohio.

These fact-finding proceedings were conducted pursuant to the Ohio Collective Bargaining Law as well as the rules and regulations of SERB. During the fact-finding proceedings, this fact-finder attempted mediation of the issues at impasse. The issues remaining for this fact-finder's consideration are more fully set forth in this report.

The bargaining unit represented by the Union is a Service Department Employee Unit. There are twenty-four city service department employees in the unit. The current labor agreement expired on December 31, 1997.

This fact-finder in rendering the following recommendations on issues at impasse, has taken into consideration the criteria set forth in Ohio Revised Code Section 4117-14(G)(6)(7). Further, this fact-finder has taken into consideration all reliable evidence presented to the outstanding issues before him.

1. WAGES

The Union proposes a wage increase of 6.5 percent retroactive to January 1, 1998 with additional increases of 6.5 percent effective on January 1, 1999 and in the year 2000. The City proposes 3.5 percent increases each year of the Agreement.

The Union basically argues that current wage levels for service department employees are below those paid by neighboring communities. The Union seeks to bring the wages here into line with those paid in these other communities.

The City contends that its wage proposal would place South Euclid service department workers in the middle of the area communities. Moreover, such a wage increase would be in line with those provided to the City's police and fire fighter bargaining units.

ANALYSIS – Based upon a careful review of the evidence and arguments presented by the parties, this fact-finder would recommend that there be a 4 percent wage increase each year of the Agreement. Such a wage increase would place the City's service workers in the middle of the pay ranges provided to similarly situated employees in the area communities. The recommended increases would also be in line with those provided by the City to its police and fire fighters' bargaining units.

The evidence clearly shows that with the 4 percent wage increases recommended herein, bargaining unit hourly wages would be placed in the middle of the pay ranges for comparable employees in the area. For example, the hourly rate for a Laborer II-Step 6 would be increased to \$14.83 per hour with a 4 percent wage increase.

Most of the laborers in the unit are at the top step. The evidence shows that the wage rates for comparable laborers in neighboring jurisdictions range from \$14.33 per hour in Cleveland Heights to \$15.66 per hour in Mayfield Heights. Perhaps two of the more comparable communities to South Euclid in the so-called "Hilltop" area would be neighboring Lyndhurst and University Heights. In those cities, the top laborer's rate is \$14.64 in Lyndhurst and \$15.24 in University Heights. Thus with the 4 percent wage increase herein, the laborers' new top rate of \$14.83 for the bargaining unit here would place them above the hourly rate provided to similarly situated employees in Lyndhurst and slightly below those paid in University Heights. Thus the evidence clearly shows that with the recommended 4 percent wage increases, South Euclid Service Department employees' wages would be in the middle of the "Hilltop" communities.

Moreover, the recommended 4 percent wage increases would be in line with those provided to the City's safety forces. The fire fighters bargaining unit recently agreed to accept 4 percent wage increases based on a three-year agreement. The police unit has taken their dispute to conciliation and although the award had not been issued at the time of the hearing herein, it appears that both the City and police union agreed on a 3.5 percent wage increase for each year of a three-year agreement. It is also important to recognize that the recommended 4 percent wage increases herein would be similar to those granted to comparable employees in the neighboring communities. Such wage increases ranged from 3 percent in Cleveland Heights to 4 percent in University Heights. Lyndhurst service department employees received a 3.5 percent increase. Thus the

recommended 4 percent wage increases would be in line not only with those provided to other City employees but also with wage increases given to similarly situated employees in the area.

RECOMMENDATION

It is the recommendation of this fact-finder that the wages be increased as follows:

WAGE INCREASE

Effective January 1, 1998 – hourly rates increased by four percent (4%).

Effective January 1, 1999 – hourly rates increased by four percent (4%).

Effective January 1, 2000 – hourly rates increased by four percent (4%).

2. SUPPLEMENTAL HEALTH INSURANCE

The Union proposes an increase to the City's monthly contribution to the AFSCME Care Plan that would include Dental Level I, Hearing Aid, Life Insurance and Vision coverage. In addition, the Union proposes replacing the current AFSCME Care Plan Reimbursement Prescription Coverage with the AFSCME Care Plan Prescription Card Coverage. The City opposes any increase in its monthly contribution for bargaining unit employees to the Ohio AFSCME Care Plan.

ANALYSIS – This fact-finder would recommend that the City increase its monthly contribution to the AFSCME Care Plan as proposed by the Union. This would mean a renewal of the AFSCME Care Plan's Dental Level I, Hearing Aid, Life Insurance and Vision coverage. In addition, it would also mean replacing the current AFSCME Care Plan Reimbursement Prescription Coverage with the AFSCME Care Plan Prescription Card Coverage.

The above recommendation is being made so that bargaining unit employees here will continue to receive comparable supplemental health insurance benefits as that provided to other city employees. The City currently provides Dental, Hearing Aid, Life Insurance and Vision coverage for other employees. In order to maintain these similar benefits for bargaining unit employees here, it is necessary for the City to pay for the increased cost for such coverages under the AFSCME Care Plan. If the City were not to pay for the increased cost, bargaining unit employees would in effect lose these supplemental benefits.

In addition, it would be appropriate to replace the current AFSCME Care Plan Reimbursement Prescription Coverage with the AFSCME Care Plan Prescription Card Coverage. This again would provide the same kind of prescription card coverage as that provided by the City to its other employees. It should be noted that the new rates for the AFSCME Care Plan would include the cost of replacing the current prescription drug coverage. It is also recommended that the change in the City's monthly contribution for the AFSCME Care Plan take effect upon ratification of the Agreement.

RECOMMENDATION

It is the recommendation of this fact-finder that the Supplemental Health Insurance Provision be modified as follows:

SUPPLEMENTAL HEALTH INSURANCE

The City will continue to contribute for the life of this Agreement to the AFSCME Care Plan an amount not to exceed \$83.50 effective upon ratification of this Agreement; \$85.50 effective August 1, 1999; and \$87.50 effective August 1, 2000. These new rates would include the cost for replacing the current AFSCME Care Plan Reimbursement Prescription Coverage with the AFSCME Care Plan Prescription Card Coverage.

3. OVERTIME

The City proposes new language whereby it would have the right to mandate employees to work overtime. The Union opposes any change in the current contract language.

The City submits that it has the right under the current language to mandate overtime as long as that right is not abused or used to discriminate against employees. Because the Union disputes this contention, the City asks either for a clarification of the existing language or for new language which would articulate that right.

The Union takes the position that the current language gives the City the right to mandate overtime when there is a legitimate emergency such as for snow removal. There has never been a problem in the past with respect to overtime demands made by the City.

ANALYSIS – This fact-finder would not recommend any change in the current provision. The Overtime Provision currently provides that “When emergencies occur, employees may be required to work overtime.” This language is clear on its face and provides the City with the right to mandate overtime in emergency situations. There was insufficient basis established for any additional new language to provide for the mandating of overtime in other situations. There were no recent problems cited with respect to mandating of overtime for bargaining unit employees under the current language. As such, this fact-finder would simply recommend that the current language be retained without any modification.

RECOMMENDATION

It is the recommendation of this fact-finder that the current Overtime Provision be retained without any change as proposed by the City.

OVERTIME – Current language with no change.

4. DISCIPLINE LOOK BACK PERIOD

The Union proposes to reduce the discipline look back period from two years to eighteen months for dissimilar discipline and two years for like infractions. The City proposes that there be no change in the current contract language.

ANALYSIS – This fact-finder would recommend the Union’s proposal to reduce the discipline look back period from two years to eighteen months for dissimilar discipline and maintaining the current two years for like infractions. It would be reasonable as the Union suggests to reduce the discipline look back period to eighteen months for dissimilar discipline. However, it would likewise be appropriate to maintain the current two-year look back period if the discipline is for a like infraction.

RECOMMENDATION

It is the recommendation of this fact-finder that the Discipline Look Back Period be modified as follows:

DISCIPLINE LOOK BACK PERIOD

Disciplinary action taken over eighteen (18) months prior to the current event upon which disciplinary action is to be taken will not be considered, unless the discipline is for a like infraction, then up to two (2) years prior to the current event may be considered.

5. HOLIDAYS

The Union proposes to add one additional personal day to the Holiday Provision. The City's position is that no additional holidays should be granted.

ANALYSIS – This fact-finder would recommend that there be no change in the current Holiday Provision which provides for six designated holidays, four personal days and a birthday as a undesignated holiday. The eleven holidays provided to the bargaining unit here is the same as that which the City gives to its police and dispatchers units. It would also be in line with the number of holidays provided to similarly situated employees in neighboring communities. There simply was no basis established for the Union's proposal for an additional day off.

RECOMMENDATION

It is the recommendation of this fact-finder that the current Holiday Provision be retained without modification as suggested by the Union.

HOLIDAYS – Current language, no change.

6. VACATION

The City proposes to modify the vacation schedule so that employees would receive three weeks of vacation after seven years of service rather than the current eight years; four weeks of vacation after fourteen years of service rather than the current fifteen years; and five weeks of vacation after nineteen years instead of the current twenty years of service. The Union did not make any proposal with respect to vacations.

ANALYSIS – This fact-finder would recommend the City’s vacation proposal. This would be the same vacation schedule provided to other city employees. In that a pattern has been adopted for vacations in the City, it is recommended that the same vacation schedule be included in the parties’ Agreement here.

RECOMMENDATION

It is the recommendation of this fact-finder that the City’s Vacation Proposal be adopted as follows:

VACATION

<u>Length of Service</u>	<u>Vacation</u>
After 1 year	2 weeks
After 7 years	3 weeks
After 14 years	4 weeks
After 19 years	5 weeks

7. COMMERCIAL DRIVER'S LICENSE ALLOWANCE

The Union proposes a \$100 increase in the CDL allowance effective January 1, 1998. The City's position is to maintain the current premium of \$100 per year. Both parties agreed that the CDL allowance should be rolled into the appropriate hourly wage rate.

ANALYSIS – This fact-finder has determined that there was insufficient basis established for an increase in the Commercial Driver's License Premium. This fact-finder would agree with the City that paying employees a premium for maintaining a commercial drivers license which is a requirement of their job appears to be inappropriate. In accordance with the parties' Agreement, it is recommended that the current CDL premium be rolled into the appropriate wage rate at \$100 divided by 2080 hours which equals approximately \$.05 per hour.

RECOMMENDATION

It is the recommendation of this fact-finder that there be no increase in the current Commercial Driver's License Allowance and that the allowance be rolled into the appropriate wage rate:

COMMERCIAL DRIVER'S LICENSE ALLOWANCE

Maintain current premium of \$100 per year but such payment is to be computed as an hourly amount and paid accordingly.

8. LONGEVITY

The Union modified its proposal at the hearing and requested increases in longevity for the bargaining unit here which would equal the longevity payment provided to the police and fire fighters. The City's position is that there should be no increase in longevity and that it be paid as an hourly amount.

ANALYSIS – This fact-finder finds that it would be reasonable to increase the longevity payment by \$50 at each step of the current schedule. This would be the amount of increase which the Union initially requested in its position statement prior to the hearing. There simply was no basis established for the Union's request to increase longevity payment to the level provided to police and fire fighters. There are obvious distinctions between the kind of duties performed by the City's safety forces and those handled by the bargaining unit here. Because of those clear distinctions, it has been reasonable for the City to pay a greater longevity stipend to the safety forces as compared to the service department employee unit.

Moreover, it is important to note that total compensation received by the bargaining unit employees here compares quite favorably with that received by similarly situated employees in neighboring cities. Total compensation for comparison purposes here would included both the employees' hourly wage rates as well as longevity stipend. For example, at the top laborer's rate, Lyndhurst service department employees would receive \$14.64 per hour plus a longevity payment of \$.73 per hour for a total compensation of \$15.37 per hour. In comparison, the top laborer's rate in South Euclid

after the recommended wage increase herein will be \$14.83 per hour which combined with a \$.41 per hour longevity stipend would equal \$15.24 per hour. Likewise, the comparables show that the total compensation received by bargaining unit employees in South Euclid would be greater than that received by those in Cleveland Heights at \$14.98 but less than that paid to employees in University Heights at \$15.54. In effect, with the recommended wage and longevity stipend increases, bargaining unit employees will be receiving total compensation which will place them approximately in the middle of the pay range for comparable employees in the area.

This fact-finder would recommend that the longevity payment be computed as an hourly rate and be paid accordingly. Both parties seem to be in agreement that the longevity stipend should be converted to an hourly rate of pay.

RECOMMENDATION

It is the recommendation of this fact-finder that the Longevity Payment be increased by \$50 at each step with the amount being computed as an hourly rate and paid accordingly.

LONGEVITY

Add fifty dollars (\$50) to the longevity schedule at each step with the amount being computed as an hourly rate and paid accordingly.

9. BOOT ALLOWANCE

The Union proposes a new article whereby the employees would be reimbursed up to \$200 per year upon proof of purchase of OSHA approved boots. The City proposes a \$100 per year boot allowance.

ANALYSIS – This fact-finder would recommend that there be a boot allowance of \$100 per year upon proof of purchase of OSHA approved boots to the Service Director. It was shown that \$100 would be sufficient to cover the cost of purchasing new boots which typically last approximately one year. It was not until the past year that OSHA approved boots became a requirement for employees to wear. In all respects, it appears that a \$100 boot allowance is reasonable.

RECOMMENDATION

It is the recommendation of this fact-finder that there be a new article included in the parties' Agreement which would provide for a \$100 boot allowance as more fully set forth below:

BOOT ALLOWANCE

The City shall reimburse employees up to \$100 per year upon proof of purchase of OSHA approved boots to the Service Director.

10. DURATION

Both parties concurred that there should be a three-year Agreement retroactive to January 1, 1998 and terminating on December 31, 2000. Therefore, the following Duration Provision is recommended.

RECOMMENDATION

It is the recommendation of this fact-finder that the following language be included in the Duration Provision:

DURATION

This Agreement shall be and remain in full force and effect from January 1, 1998 until December 31, 2000.

CONCLUSION

In conclusion, this fact-finder hereby submits the above referred to recommendations on the outstanding issues presented to him for his consideration. Further, this fact-finder recommends that all tentative agreements previously reached by the parties should also be incorporated into the final Agreement.

DECEMBER 7, 1998


JAMES M. MANCINI, FACT-FINDER