

IN THE MATTER OF FACT-FINDING

MAY 4 10 34 AM '98

BEFORE

RICHARD D. SAMBUCCO, FACT-FINDER

---

---

CITY OF MARTINS FERRY, OHIO	)	
	)	
AND	)	FINDINGS OF FACT
	)	
THE AMERICAN FEDERATION OF	)	AND
STATE, COUNTY AND MUNICIPAL	)	
EMPLOYEES, AFSCME, OHIO COUNCIL 8	)	RECOMMENDATIONS
LOCAL #1260, AFL-CIO	)	

---

---

SERB CASE NO. 98-MED-O2-0099

REPRESENTING THE EMPLOYER: Mr. Robert T. Krajnyak  
Mayor  
City of Martins Ferry, Ohio  
City Hall  
Martins Ferry, Ohio 43935

REPRESENTING THE UNION: Mr. Mark T. Carlson  
Staff Representative, Ohio Council 8  
150 South Four Mile Run Road  
Youngstown, Ohio 44515

DATE OF FACT-FINDING: April 24, 1998

DATE OF REPORT: May 1, 1998

## **PRELIMINARY STATEMENT**

On April 24, 1998, a Fact-Finding hearing was held in Martins Ferry, Ohio by and between the City of Martins Ferry, Ohio, hereinafter referred to as the "Employer" and the American Federation of State, County and Municipal Employees (AFSCME), Ohio Council 8, Local #1260, hereinafter referred to as the "Union".

Richard D. Sambuco was mutually selected by the parties through the administrative services of the Ohio State Employment Relations Board (SERB) to serve as Impartial Fact-Finder.

The Employer's position was presented by Robert T. Krajnyak, Mayor of the City of Martins Ferry, Ohio. Also present for the Employer was Christopher P. Cleary, Service Director; Rita K. Randall, Auditor; John Regis, Council at Large; and William A. Deaton, Fourth Ward Council.

The Union's position was presented by Mark T. Carlson, Staff Representative of AFSCME, Ohio Council 8. Also present for Local #1260 was Robert Bender, President; Billie Regis, Vice President; William Suto, Recording Secretary; Paul Carmen, Chief Steward; and Stanley Bender, Local #1260.

The bargaining unit consists of forty-eight (48) members who are employees of the City of Martins Ferry, Ohio. This bargaining unit is a "deemed" certified unit, organized in 1978, and has had a collective bargaining agreement and successor agreements in place since 1978. This is a successor agreement for this bargaining unit.

The parties met and engaged in collective bargaining on the following dates: February 5, 17, 19 and 24, 1998. A tentative agreement was reached. The Union ratified

the tentative agreement on February 26, 1998; however, it was rejected by City Council on March 19, 1998.

The parties met and engaged in collective bargaining on March 23 and March 31, 1998 and reached a tentative agreement, which was rejected by City Council on April 2, 1998.

The parties met, bargained and reached tentative agreement on April 7, 1998. This tentative agreement was rejected by City Council on April 16, 1998.

Following a request for extension to April 30, 1998, which was granted by this Fact-Finder, a Fact-Finding hearing was held on Friday, April 24, 1998.

The Fact-Finding hearing began promptly at 9:00 a.m. Ten (10) unresolved issues were originally presented by the parties, with each party presenting their opening statements and respective positions with regard to the issues.

Prior to presenting the Employer's position with regard to the issues, the Employer's chief spokesman, Mayor Krajnyak, presented a sealed, brown 10" x 15" envelope to the Fact-Finder and indicated that its contents contained information with regard to City Council's position on certain matters at issue in their current negotiations.

This Fact-Finder refers the parties' attention to certain sections of the administrative rules of the SERB, which read in pertinent part as follows:

"4117.14(c)(4)(b) - The fact-finding panel shall conduct the hearing pursuant to rules established by the board;  
4117.14(c)(3)(a) - The board shall by its rules require each party to specify in writing the unresolved issues and its position on each issue to the fact-finding panel."

In addition, the SERB, in its letter dated March 31, 1998 to the parties, states in pertinent part as follows:

**"No later than the day prior to the hearing, each party must provide its position statement to the fact-finder and to the other party or the party will be restricted from presenting evidence at the hearing."**

In accordance with SERB guidelines, this Fact-Finder is not at liberty to consider position statements that have not been provided to the other party, or received no later than the day prior to the hearing.

The recommendations contained in this report are based upon the position statements provided to the Fact-Finder by the parties one (1) day prior to the hearing and evidence presented during the fact-finding session.

Following the initial meeting with the parties, the Fact-Finder met individually with the representatives of each party to explore the strengths and weaknesses of each party's position.

The hearing recessed at 12:30 p.m. to allow the parties to reevaluate their respective positions.

Upon reconvening at 1:15 p.m., and following intense discussions in which the parties reaffirmed their respective positions, the hearing adjourned at 5:00 p.m.

The following issue was resolved by mediation and stipulated by the parties in writing:

**ARTICLE 25**  
**SICK LEAVE**

**Section 25.2** Employees who retire from employment with the City of Martins Ferry shall receive payment for their accumulated but unused sick leave in accordance with the following schedule:

10 years of service, but less than 15 years	240 hours
15 years of service, but less than 25 years	480 hours
25 years of service or more	720 hours

Excessive use of sick leave in the twelve month period prior to an employee's retirement date may disqualify the employee from receiving the severance pay outlined in this section.

Any employee hired prior to May 1, 1998, who elects to retire during the term of this agreement, shall receive, upon retirement, no less than fifty percent (50%) of the accumulated but unused sick leave up to a maximum payment for sixty (60) days (i.e., 480 hours)."

The Fact-Finder points out that the above language is a modification of the original language contained in the tentative agreement. It was a suggestion made by the Employer and the Union agreed to the modification. During the discussions, it was pointed out that only three (3) employees have the option to retire during the life of the contract with 480 hours; while twelve (12) people have in excess of 960 hours accumulated sick leave.

The Fact-Finder also points out that the parties are in agreement that the intent of this language is applicable only to those employees who "retire from employment."

The following issues remained at impasse and were left to the Fact-Finder's recommendations:

1. Family and Medical Leave Act
2. Meal Tickets
3. Accelerated Vacation
4. Increase in Clerk's Salary
5. Equity Issue
6. Longevity
7. Compensatory Time
8. Cemetery Employee
9. Hazardous Duty for Certain Employees
10. Wages

The following pages include findings of fact on issues, the positions of the Employer and the Union, and recommendations of the Fact-Finder.

In arriving at my recommendations, consideration was given to criteria listed in Rule 4117-9-05 (J) of the State Employment Relations Board.

## **ISSUES AT IMPASSE: FINDINGS OF FACT**

### **FAMILY & MEDICAL LEAVE ACT**

#### **Position of the Union:**

The Union proposes three (3) pages of language which, for the most part, is a reiteration of several provisions of Federal Regulations Part 825 of "The Family Medical Leave Act of 1993." The Union also proposes two and one-half (2-1/2) pages of forms labeled "Appendix I" to be completed by a physician or practitioner and one section to be completed by the employee.

#### **Position of the Employer:**

The Employer objects to having to pay the employees' medical insurance premium while the employee is off on FMLA leave.

#### **Fact-Finder's Recommendation:**

The more language included into a collective bargaining agreement, the more potential for problems, both for the employer and the union, in the form of grievances that may end up in arbitration and the potential for failure to represent suits. For example: a union may not bargain away FMLA benefits in exchange for other benefits or wage increases. If an employee works for a covered employer and is eligible for FMLA benefits,

the employee must receive those benefits regardless of what the collective bargaining agreement might provide.

The real crux of this issue is the payment of the employee's insurance premium while the employee is off on FMLA leave.

Under the current agreement (Effective May 1, 1995 through April 30, 1998), Article 30-Hospitalization, reads in pertinent part as follows:

"The City shall maintain hospitalization in full force and effect for all bargaining unit members employed prior to May 1, 1992. The City shall pay one hundred percent (100%) of the cost thereof."

Section 825.209 of the Family Medical Leave Act (Benefits Entitlement During FMLA Leave), reads in pertinent part as follows:

"During a period of FMLA leave, the Employer must maintain coverage under any "group health plan" at the level and under the conditions coverage would have been provided if the employee had continued to be employed continuously during the leave."

An employer must observe any employment benefit program or plan that provides greater family or medical leave rights to employees than the rights established by the FMLA. Conversely, the rights established by the Act may not be diminished by any employment benefit program or plan.

The Employer is obligated to pay one hundred percent (100%) of the cost of hospitalization, as required by the FMLA.

My recommendation is to eliminate most of the language proposed by the Union on the basis of redundancy and to include the following:

### **"Section 25.4 Family and Medical Leave**

The parties to this Agreement agree to comply with the provisions of the Family and Medical Leave Act, with the following additions:

25.4 (a) For the duration of all such leaves as outlined in this Section 25.4, employees may utilize any or all of the following combinations of leave:

- 1) Accrued, but unused sick leave;
- 2) Accrued, but unused vacation;
- 3) Leave without pay.

Nothing in this Article shall mandate the employee to exhaust paid leave prior to being granted unpaid leave, as outlined in this Section.

During the term of any such leave provided for under the FMLA, employees shall be treated as if they are in regular payroll status and shall suffer no loss of any benefit which shall exist as a term or condition of employment except that an employee shall not be compensated at his/her hourly rate of pay for that period which is requested as unpaid leave, nor shall an employee accrue sick hours for the unpaid portions of such leave, nor shall the employer accrue sick hours for the use of three or more consecutive sick days."

### **MEAL TICKETS**

#### **Position of the Union:**

The Union seeks to increase the amount of "meal tickets" paid to employees who work in excess of ten (10) hours from the current \$4.25 to \$6.00

#### **Position of the Employer:**

The Employer proposes working twelve (12) hours before receiving a \$5.00 meal ticket.

**Fact-Finder's Recommendation:**

I recommend the employee receive a \$5.25 meal ticket after working ten (10) consecutive hours.

**VACATION SCHEDULE**

**Position of the Union:**

The Union proposes to accelerate the vacation schedule as follows:

<u>Current Agreement</u>		<u>Proposed Change</u>	
1-5 yrs.	2 weeks	1-4 yrs.	2 weeks
5-10 yrs.	3 weeks	4-8 yrs.	3 weeks
10-15 yrs.	4 weeks	8-12 yrs.	4 weeks
15-20 yrs.	5 weeks	12-20 yrs.	5 weeks
20 yrs.+	6 weeks	20 yrs. +	6 weeks

Union seeks to accelerate the vacation schedule as a partial "quid pro quo" for the reduction of compensatory time. While both issues relate to the use of time off, the transition of a portion of the compensatory time to vacation time allows the employer better control of time off and allows for more efficient scheduling of employees.

**Position of the Employer:**

The Employer wants to maintain the vacation schedule as expressed in the current agreement, which is as follows:

<u>Length of Service (Years)</u>	<u>Length of Vacation</u>
1 year but less than 5 years	2 weeks
5 years but less than 10 years	3 weeks
10 years but less than 15 years	4 weeks
15 years but less than 20 years	5 weeks
20 years or more	6 weeks

**Fact-Finder's Recommendation:**

After reviewing the vacation entitlement sections in collective bargaining agreements for the following Ohio cities: Niles, Newton Falls, Girard, Hubbard, Warren and Ashtabula, I find that the current vacation schedule between the parties is comparable, and equivalent in some cases, to those cities named above. I recommend no change in the vacation entitlement.

I refer the parties to the vacation language (Joint Exhibit No. 6, copy attached), in which the parties agreed to on February 17, 1998. This language should be included in the final agreement.

**INCREASES IN CLERK'S SALARY  
AND EQUITY INCREASES**

**Union's Position:**

The Union proposes rate adjustments for certain classifications due to the responsibilities of the clerical positions (as indicated by their job descriptions) and to bring these classification pay rates up equal with the laborers' hourly wage, which is presently at \$9.33. The Union argues that these rates should be adjusted upward prior to the addition of the proposed general wage increase. The Union also proposes a \$.20 per hour equity increase in the third year of the contract on these same classifications as follows:

	<u>Present Hourly Wage</u>	<u>Union's Proposed Hourly Rate</u>	<u>Percentage Increase</u>
Sewer Maint. Man	\$9.92	\$10.21	2.9%
Parking Enforcement	7.12	8.81	23.7%
Auditor's Clerk	8.81	9.33	6.0%
Service Dept. Clerk	8.81	9.33	6.0%
Utility Bookkeeper	8.81	9.33	6.0%
Recreation Dept. Clerk	8.81	9.33	6.0%
Chief Clerk	8.81	9.33	6.0%
Posting & Billing Clerk	8.81	9.33	6.0%
Payroll Clerk	8.81	9.33	6.0%

The Union proposes that these hourly wage rates (center column) be adjusted prior to the application of their proposed general wage increase.

**Employer's Position:**

The Employer objects to any increase in hourly wage rates in the above classifications and they also object to the Union's proposed \$.20 per hour equity increase in the third year of the contract.

**Fact-Finder's Recommendation:**

Since the Union's proposal has to do with wage adjustments for clerical personnel, I am at a loss to understand how a Sewer Maintenance man and Parking Enforcement (meter maid) is included in the list of classifications proposed for adjustment due to increased responsibilities. Particularly when the adjustment for the Parking Enforcement classification amounts to a 23.7% increase prior to any general wage increase.

My research reveals the following with regard to annual clerical salaries in cities of comparable size to Martins Ferry:

<u>City</u>	<u>Minimum</u>	<u>Maximum</u>
Health City, OH	\$21,372.00	\$34,871.00
Beachwood City, OH	00.00	31,798.00
Hubbard, OH	26,973.00	28,367.00
Streetsboro City, OH	21,010.00	25,869.00
Avon City, OH	21,004.00	24,483.00
Jackson City, OH	21,406.00	22,657.00
Wellsville City, OH	14,602.00	19,365.00
<b>Martins Ferry, OH</b>	<b>00.00</b>	<b>18,815.00</b>

My research also reveals the following with regard to annual salaries for Sewer Maintenance worker:

<u>City</u>	<u>Minimum</u>	<u>Maximum</u>
New Carlisle City, OH	\$24,773.00	\$28,579.00
Bellvue City, OH	23,704.00	25,189.00
St. Clairsville, OH	19,546.00	23,154.00
Coal Grove Village, OH	00.00	19,656.00
<b>Martins Ferry, OH</b>	<b>00.00</b>	<b>20,634.00</b>

On the basis of the above research, I recommend wage rate adjustments of five percent (5%) for the clerical and sewer maintenance classification in the first year only.

There were no comparable hourly wage rates available to make a comparison of Parking Enforcement wage rates. For the parking enforcement classification, I recommend a \$.20 hourly wage adjustment prior to the application of a general wage increase in the first year only.

Since these wage adjustments are being made prior to the application of a general wage increase, I do not recommend another \$.20 per hour equity increase in the third year of the contract.

This will provide the Employer with some time to evaluate its financial status prior to the next contract negotiations.

## **LONGEVITY**

### **Union's Position:**

This proposal is a first time benefit for this bargaining unit. The Union proposes the following:

1998 - \$1.00 per year per month for each year of service with the City. Such benefit to commence after five years of service.

1999 - \$1.50 per year per month for each year of service with the City. Such benefit to commence after five years of service.

2000 - \$2.00 per year per month for each year of service with the City. Such benefit to commence after five years of service.

The payment of longevity is a common benefit in public employment and has always been used as a reward for long-term employment and as an incentive for continued employment.

### **Employer's Position:**

The chief negotiator would like to see longevity to begin in the second year of employment. The City council proposes longevity to begin in year twelve.

The Union's proposal begins longevity in the sixth year of employment.

### **Fact-Finder's Recommendation:**

The concept of longevity is an automatic wage adjustment designed to be applied by increments according to a schedule. Its purpose is to reward employees for continuous service and for accumulated experience on the job with the same organization.

There are other cities that have longevity programs. For example:

**Niles, Ohio:** Longevity begins in the sixth (6<sup>th</sup>) year of employment at the rate of \$3.50 per month for each full year of service.

**Newton Falls, Ohio:** After five (5) years of service, an additional \$.20 per hour added to the base rate.

**Attorneys General:** After completion of five (5) years of service, one-half of one percent of the employee's scheduled rate of pay.

Some private sector organizations give cents per hour wage increases (called time-step increases) based on completion of 1,040 hours and 2,080 hours of work within a classification.

On the basis of the above and for reasons revealed during the Fact-Finding hearing, I am recommending a longevity proposal in accordance with the following schedule. The following schedule appears to be more economical than the examples cited above.

It was revealed in the Fact-Finding hearing that nine (9) employees will not be eligible for longevity until 1999; six (6) employees will not be eligible for longevity over the life of the contract; and four (4) employees will become eligible for longevity during the latter half of 1998. These revelations are based on the seniority list presented at the Fact-Finding hearing.

It should be noted that this longevity schedule was tentatively approved and signed by the parties on February 28, 1998.

I also recommend that this longevity benefit be applicable only to full-time, continuous service employees.

The language should read as follows:

**"LONGEVITY**

**Section 40.2** Upon completion of five (5) years of service with the Employer and commencing on the first day of an employee's sixth (6<sup>th</sup>) year of service, employees of the bargaining unit shall receive a longevity payment in accordance with the following schedule. Such payments shall be paid as an additive to the hourly rate and shall be payable for all hours in pay status. It is expressly understood that the longevity shall not be added to the base rate for the purposes of calculating any percentage pay increase and is considered separate and apart from the "base rate" of pay for that purpose."

The schedule, converted to a cents per hour basis, should read as follows:

<u>Years</u>	<u>Amount</u>		
	<u>1998</u>	<u>1999</u>	<u>2000</u>
6	\$ .03	\$ .05	\$ .07
7	.04	.06	.08
8	.05	.07	.09
9	.05	.08	.10
10	.06	.09	.12
11	.06	.10	.13
12	.07	.10	.14
13	.08	.11	.15
14	.08	.12	.16
15	.09	.13	.17
16	.09	.14	.18
17	.10	.15	.20
18	.10	.16	.21
19	.11	.16	.22
20	.12	.17	.23
21	.12	.18	.24
22	.13	.19	.25
23	.13	.20	.27
24	.14	.21	.28
25	.14	.22	.29
26	.15	.23	.30
27	.16	.23	.31
28	.16	.24	.32

29	.17	.25	.33
30	.17	.26	.35
31	.18	.27	.36
32	.18	.28	.37
33	.19	.29	.38
34	.20	.39	.39
35	.20	.30	.40
36	.21	.31	.42
37	.21	.32	.43
38	.22	.33	.44
39	.23	.34	.45
40	.23	.35	.46

The Employer objects to longevity being included when computing overtime. However, I direct the parties' attention to a U. S. Court of Appeals, Sixth Circuit decision dated December 1, 1995 (Nos. 94-3499/3540), which conclusion reads in pertinent part as follows:

"For the reasons stated, we affirm the District Court's grant of summary judgment for the plaintiffs on the basis that Section 7(c)(2) of the FLSA does not permit the exclusion of shift differentials, hazardous duty pay, bonuses for education degrees, and longevity pay from the overtime rate." (Emphasis added)

### COMPENSATORY TIME

#### Position of the Union:

The Union is willing to grant some relief to the Employer in this area, but only in exchange for the Accelerated Vacation Schedule and the Longevity Schedule. The Union is willing to reduce the accumulation of compensatory time to 150 hours and provide some time limit as to use of this time.

**Position of the Employer:**

The Employer proposes cutting the compensatory time to eighty (80) hours and to be accumulated at time and one-half (1-1/2) instead of double time (2 times) as it is presently expressed in the current Agreement.

**Fact-Finder's Recommendation:**

Based on my recommendations for improvement in meal tickets, adjustments in clerical salaries, and longevity, I am recommending that we comply with the Fair Labor Standards Act and accumulate compensatory time on the basis of the time and one-half (1-1/2) rate.

I recommend the language of the tentative agreement, calling for a maximum of one hundred fifty (150) hours, but at one and one-half (1-1/2) times all hours worked. The Employer would like to limit the hours to a maximum of eighty (80) hours. This can be done by improved supervisory planning to limit the amount of overtime worked. The proposed language should read as follows:

**"ARTICLE 38  
COMPENSATORY TIME**

It is agreed that compensatory time, or premium pay for overtime, is at the sole discretion of the employee. If compensatory time is selected, the earned rate shall be at one and one-half (1-1/2) times all hours worked for the period of work selected. Accumulation of compensatory time shall not exceed one hundred fifty (150) hours. All hours in excess of the maximum allowable shall automatically be converted to cash payment at the appropriate overtime rate.

Compensatory time must be used within eighteen (18) months of earning such time or the employee will automatically be paid for such time at 1-1/2 the hourly rate he received or was receiving at the time that he/she actually worked the overtime.

Employees who have compensatory time in excess of the maximum on the date of the signing of this Agreement shall be permitted to keep that excess, however, no further accumulation may occur until such time as the total amount of compensatory time is below the maximum allowable in this Article. For the purposes of this section only, the eighteen (18) month time limitation shall not apply. Employees using compensatory time shall give five (5) days notice on forms provided by the City prior to using the time. This requirement shall be waived by the supervisor in the event of an emergency.”

### **CEMETERY EMPLOYEE**

#### **Position of the Union:**

The Union proposes that this one employee be included in the bargaining unit.

#### **Position of the Employer:**

The Employer objects to the Cemetery employees becoming Union members.

#### **Fact-Finder's Recommendation:**

According to Fact-Finding procedures, when a Fact-Finder gets involved in the negotiation process he is to consider only those issues on which the parties have reached impasse.

Each party is required to specify in writing (issues at impasse) the unresolved issues.

The issue of including a cemetery employee into the bargaining unit is a permissive subject of bargaining. It is not a mandatory subject of bargaining. The parties cannot insist to impasse on a permissive subject of bargaining.

This Fact-Finder is not at liberty to make recommendations with regard to permissive subjects of bargaining.

The parties are free to bargain by and between themselves regarding the inclusion of a cemetery employee(s), but this Fact-Finder takes the position that he will not make a recommendation regarding this issue.

### **HAZARDOUS DUTY PAY FOR CERTAIN EMPLOYEES**

#### **Position of the Union:**

The Union proposes that all employees in the Sanitation and Sewer Department receive an additional \$.15 per hour only for those hours actually worked in what is considered hazardous duty. Hazardous duty, according to the Union, is when the specified employees are working around sewer gas and repairing sewer lines.

#### **Position of the Employer:**

The Employer objects to Hazardous Duty pay.

#### **Fact-Finder's Recommendation:**

In reviewing the collective bargaining agreements of the following Ohio cities: Ashtabula, Newton Falls, Niles, Hubbard and Girard, I find no provisions for Hazardous Duty pay. My research reveals that provisions for hazardous duty pay for city workers is not very common among contracts that I have reviewed.

There are certain hazards inherent in any occupation. Steelworkers, coal miners, construction workers, nurses, firemen and police all are hazardous occupations. Very few have built-in additional pay incentives for the duties that they perform.

An occupation that many would not consider to be hazardous has, in recent years, become a hazardous profession, i.e., the teaching profession.

Employees have the protection of the OSHA law and the availability of protective equipment.

Keeping in mind the overall finances of the City of Martins Ferry, and the jobs of all the employees working for the City, I cannot in good conscience recommend a \$.15 per hour pay increment for Sanitation and Sewer employees.

### **WAGES**

#### **Position of the Union:**

The Union seeks wage increases according to the following schedule:

Effective May 1, 1998	\$.40 per hour
Effective May 1, 1999	\$.45 per hour
Effective May 1, 2000	\$.50 per hour

The Union feels justified in these wage demands for two reasons:

A) The bargaining unit received a 3% wage increase in 1995, a freeze (0%) increase in 1996 and a 4% increase in 1997. This amounts to an average 2.2% in each year of the current agreement. The average wage increase during this same period for similar bargaining units was between 3% and 4% in each year of the like negotiating period.

B) Coupled with this substandard wage increase, the wages of this bargaining unit as a whole are far below, and in most cases, the lowest wages in the state for similar or benchmark classifications in like size municipalities.

#### **Position of the Employer:**

The Employer objects to the amount of wage increase and proposes the following:

- 2% increase in the first year
- 0% increase in the second year
- 3% increase in the third year

**Fact-Finder's Recommendation:**

During the Fact-Finding hearing, the Employer never presented the argument of "ability to pay" or the lack thereof.

Notwithstanding the Employer's position (as previously noted) with regard to a general increase, let the record show that both their chief negotiator and several members of City council have already indicated through the news media in advance of the Fact-Finding hearing that an increase in wages (general increase) was not a problem.

Sample research reveals the following comparisons on an annual basis:

**ANNUAL SALARY COMPARISON OF SELECTED OHIO CITIES**

	St. Clairsville	Bellevue	Hubbard	Girard	Martins Ferry
Clerk	Unavailable	\$23,404	\$28,367	\$23,774	\$18,325
Laborer	\$20,421	\$26,404	\$25,090	\$20,529	\$19,406
Street	\$23,154	\$26,672	Unavailable	\$27,435	\$21,121
Water Maint.	\$21,120	\$26,672	\$27,928	\$29,390	\$19,656
Sewer Maint.	\$23,154	\$26,672	Unavailable	\$27,435	\$20,633
Pump Operator	\$23,147	\$25,605	\$31,130	\$29,473	\$20,446
Electrician	\$28,489	Unavailable	\$31,567	\$29,286	\$24,336
Heavy Equip.	Unavailable	Unavailable	\$29,349	\$29,286	\$21,236
Skilled Labor	Unavailable	Unavailable	\$29,737	\$27,435	\$21,174
Janitor	Unavailable	Unavailable	\$24,188	\$20,155	\$18,824
Mechanic	Unavailable	Unavailable	\$28,367	\$29,286	\$21,299
Lab Tech	Unavailable	\$24,146	Unavailable	\$29,598	\$21,320

(1) Based on 2,080 hours

On the basis of the above annual salary comparisons, I am recommending wage increases as follows:

Effective May 1, 1998	\$ .35 per hour
Effective May 1, 1999	\$ .40 per hour
Effective May 1, 2000	\$ .50 per hour

These suggested increases in wages represent an approximate 3.7% increase in the first year; 4.0% in the second year; and 4.8% in the third year of the contract, for a total of 12.5% over three (3) years.

There are some who may feel that these percentage increases are excessive, but considering the unrefuted testimony of the Union's position and the wages of Martins Ferry employees in comparison to employees in other selected cities, one can see that the employees at Martins Ferry have some catching up to do.

As the parties well know, not everyone gets everything they want in negotiations. That is what collective bargaining is all about.

In making my recommendations, given the comparative analysis, the federal and state laws, and the mandates (from SERB) that I must operate under, I have attempted to take into consideration the financial status of the Employer and provide equity to the majority of the employees of the City of Martins Ferry, Ohio.

My recommendations are predicated on the fact that all previously resolved issues are to be incorporated into the final agreement.

I wish both parties success in their deliberations.

Report compiled and submitted in Belmont County, Ohio, effective May 1, 1998.

  
Richard D. Sambuco  
Fact-Finder

RDS:go

Attachment



## RICHARD D. SAMBUCO

*"providing a communications link between labor and management"*

Mediator - Fact Finder - Arbitrator

Phone or Fax (614) 695-5101

### PROOF OF SERVICE

The undersigned hereby certifies that a copy of the enclosed Fact-Finder's Report has been delivered by Certified U. S. Mail this 1<sup>st</sup> day of May, 1998 to:

Mr. Mark T. Carlson  
AFSCME Ohio Council 8  
150 South Four Mile Run Road  
Youngstown, OH 44515

The Honorable Robert Krajnyak  
Mayor of Martins Ferry  
City Building - 5<sup>th</sup> & Walnut Sts.  
Martins Ferry, OH 43935

Richard D. Sambuco  
Fact-Finder