

I. SUBMISSION

This matter came before me pursuant to the State Employment Relations Act and the State Employment Relations Board, the parties having been unable to resolve their differences prior to the fact finding session. The hearing took place on March 24, 1999, at the conference facility of the employer in Euclid, Ohio, whereat the parties presented their evidence in both witness and document form. The parties stipulated and agreed that the matter was properly before the fact finder; that the witnesses should be sworn but not separated and that post hearing briefs would not be filed. It was upon the evidence and argument that this matter was heard and submitted and that this opinion and award was thereafter rendered.

II. STATEMENT OF FACTS

At the outset, the parties agreed to withdraw from the hearing before this fact finder their respective proposals on articles 3, 17, 23 and 24. The parties agreed that the current language of the contract shall remain as is as to those withdrawn articles.

Prior to the hearing in this matter, the city and the union reached agreement on city proposals article 24, section 1.4; article 30, section 1 and article 33, section 1. The parties further reached agreement on union proposals on article 6, section 6; article 7, section 3 and article 20, section 20.

There remained an impasse on the issue of whether or not members of the bargaining unit shall be entitled to take two personal days off per year with pay at the normal rate. That item will be referred to in the new contract as article 22, new section 5. There also remained an impasse on article 29, section 3A, subparagraph (2), in which it was sought that that paragraph be deleted. At section 3B of that article there was an impasse on whether a two hundred dollar annual deductible for individual coverage and a three hundred dollar deductible for family coverage should be granted. Then thereafter, it was sought by the union that the city would pay one hundred percent of all claims for all employees.

Article 31 was sought to be amended and modified so as to allow residency of an employee within a tri-county area after eight years of city residency.

Article 16 was also in controversy as to whether or not clerks should receive an equity adjustment. The same was true for the dispatchers. There was also a situation which arose that caused an impasse over the complications of overtime relevant to the Fair Labor Standards Act. It was on the basis of all of that that this fact finder made the following order.

III. OPINION AND AWARD

The fact finder agreed with the parties in allowing them to withdraw their respective proposals on article 3, article 17, article 23 and article 24.

The fact finder also approved the agreement between the city and the union on certain proposals that each propounded. The city proposal on article 24, section 1.4; article 30, section 1 and article 33, section 1, are hereby approved. The union proposals on article 6, section 6; article 7, section 3 and article 20, section 20 are approved.

Article 22 entitled, "Holidays" shall have a new section 5 added which reads that all members of the bargaining unit shall be entitled to take two personal days off per year with pay at their normal hourly rate. Such days off shall be taken at a time scheduled and approved by the officials to whom the employee reports who shall keep appropriate records of personal days granted.

Article 29 at section 3A, shall be modified so as to read that effective January 1, 1999 and continuing through the calendar year the following deductibles, copayments and premium contributions will be continued for network providers. Subsection (1) shall remain the same as the current agreement but subsection (2) shall be deleted.

Article 29, section 3B, will state that effective January 1, 2000 and continuing for the balance of this agreement the following deductibles will be implemented for network providers: a two hundred dollar annual deductible for individual coverage and a three hundred dollar deductible for family coverage. Thereafter the city will pay one hundred

percent of all claims for employees.

Article 29, section (4), shall be deleted.

Article 31, shall be amended and modified so as to permit employee residence to be established within the tri county area after eight years of city residency.

As to article 18, let it be noted that the union's proposal was rejected and the city's position is awarded on this issue, there being no contract change therefore.

As to article 24, the union's proposal is rejected and the city's position is awarded with no contract change.

The wages for the record room clerks under the terms of the new contract shall reveal the following:

“Article 16-Wages-Record Room Clerks

Section 1A:

Employees in the Record Room shall receive the following equity adjustment and wage increases:

Effective January 1st, 1999, a \$.25 per hour equity adjustment and thereafter a three percent (3%) wage increase.

Effective January 1st, 2000, a \$.25 per hour equity adjustment and thereafter a three percent (3%) wage increase.

Effective January 1st, 2001, a \$.25 per hour equity adjustment and thereafter a three percent (3%) wage increase. (See exhibit A).”

As to article 16, having to do with wages for dispatchers the following shall be

deemed to be those wages:

Section 1B

Employees working in the Dispatcher classification shall receive the following equity adjustment and wage increase.

Effective January 1st, 1999, a \$.50 per hour equity adjustment and thereafter a three percent (3%) wage increase.

Effective January 1st, 2000, a \$.50 per hour equity adjustment and thereafter a three percent (3%) wage increase.

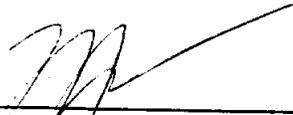
Effective January 1st, 2001, a \$.50 per hour equity adjustment and thereafter a three percent (3%) wage increase. (See exhibit B)”

Let it further be noted that the equity adjustments for both the record room clerk and the dispatchers shall be satisfied and constitute a waiver of any claims arising out of overtime computations prior to January 1, 1999. Computations of overtime subsequent to the aforementioned dates shall reflect discretionary opinions required by the Fair Labor Standards Act and a certain case cited as:

“Featsent et al v City of Youngstown 70 F 3rd 900 (6th Cir) 1995.”

There was sufficient evidence placed into the file to merit the results indicated and stated hereinabove. Comparables were studied and arguments were heard and evaluated. The parties were well prepared and did a good job in their presentations and waged any

appellate procedures to the conciliator's level. Professionalism was greatly appreciated by this hearing officer. All other terms and conditions of employment shall remain.



MARVIN J. FELDMAN, Fact-Finder

Made and entered
this 9th day
of April, 1999.

Exhibit A
Wage Schedule
Record Room Clerks

Rank	Current	1999	2000	2001
Third Class (0-12 months)	9.16	10.27	10.58	10.90
Second Class (12-24 months)	10.16	11.27	11.61	11.96
Third Class (after 24 months)	11.16	12.27	12.64	13.02

Exhibit B
Wage Schedule
Dispatchers

Rank	Current	1999	2000	2001
Fourth Class	9.49	10.29	11.11	11.96
Third Class	10.15	10.97	11.81	12.68
Second Class	11.00	11.85	12.72	13.62
First Class	11.96	12.83	13.73	14.66