

STATE EMPLOYMENT  
RELATIONS BOARD

APR 22 12 42 PM '99

IN THE MATTER OF FACT FINDING PROCEEDINGS

BETWEEN

CITY OF PORT CLINTON

AND

TEAMSTERS LOCAL 20

CASE NO. 98 MED-10-1032

HEARING DATE:

APRIL 5, 1999

FINDING & RECOMMENDATIONS

APRIL 21, 1999

REPRESENTING THE CITY: JOHN J. KROCK, ESQ.

REPRESENTING THE UNION: JOHN M. ROCA, ESQ

## SUBMISSION

This matter concerns fact finding proceedings between the City of Port Clinton (hereafter referred to as the "City") and Teamsters Local 20 (hereafter referred to as the "Union"). The State Employment Relation's Board (SERB) duly appointed Joseph M. Coyle, Esq as fact finder in this matter.

There fact finding proceedings were conducted pursuant to the Ohio Collective Bargaining Law, and the rules and regulations of the State Employment Relations Board, as amended. The Union and City previously engaged in Collective bargaining for several months before the appointment of a fact finder, and were unable to resolve the following issues:

- Funeral Leave
- Insurance
- Longevity
- Subcontracting
- PERS Pickup
- Wages
- Shift Differential
- Working out of Classification
- Duration of Contract

During the fact finding proceedings conducted at the City of Port Clinton offices on April 5, 1999 the fact finder was advised that previous attempts at mediation had been unsuccessful. The Union was represented by John M. Poca, Esq. The City was represented by John J. Krock, Esq.

## FINDINGS AND RECOMMENDATIONS

### 1. FUNERAL LEAVE

The City is proposing that funeral leave be granted to employees and deducted from the employees accrued sick leave. The City presented a survey showing that 10 of 85 cities providing funeral leave have it deducted from the employee's sick leave; 75 do not. The city states that the F.O.P. agreement with the city provides for the deduction of sick leave.

It is the position of the Union that as noted by the City, the vast majority of Cities do not deduct funeral leave from sick leave. It states that employees may not have occurred sick leave from which funeral leave can be deducted. It states that the rarity with which funeral leave occurs results in a minimal cost to the City

### RECOMMENDATION

Upon reviewing all the documentation submitted by the parties, and considering their respective positions, it is my recommendation that Bereavement Leave be provided without deduction from sick leave. I recommended that the provisions of Article 12 Section 12.3 A 6 and 12.3 B of the collective bargaining agreement between the City of Port Clinton and the F.O.P. Lodge #79, effective through March 31, 2000, be included in the collective bargaining agreement.

### 2. SHIFT DIFFERENTIAL

It is the position of the City that there should be no change in the current section. It points out that 49 of 85 comparable cities have no shift in their contracts. It noted that the City of Port Clinton is currently higher on the evening shift than the 36 cities that have shift differential. It's lower on the second shift.

The Union states that the City has recently reached agreement with FOP with shift differential of forty-five cents for the second shift and seventy cents for the third shift. It points out that a limited number of employees are on the second and third shifts and the city can afford their proposal.

#### RECOMMENDATION

In light of documentation submitted and arguments presented it is my judgement that the shift differential should be as follows:

- 2<sup>nd</sup> shift 30 cents per hour
- 3<sup>rd</sup> shift 40 cents per hour

### 3. HEALTH AND WELFARE INSURANCE

The City proposes that increases in premiums for health insurance over the rates as of December 31, 1998 be paid by the employees through payroll deduction. The City submitted evidence showing that a number of cities surveyed have employer caps or employee contribution.

The Union replies that its members paid out of their pockets when the city changed coverage, two years before others in the City. It notes that the recent agreement between the City and the FOP does not require employees to pay for increased premiums.

#### RECOMMENDATION

Upon considering all of the arguments made by the parties it is my recommendation that employees continue to remain on a par with the other employees in the city and no change be made in this section.

### 4. LONGEVITY

The City proposes that there be no change in the current language and if the union insists on receiving the same pay increase as non-bargaining unit employees, they can give up their longevity payment and go to a merit based pay, as the non-union employees did in December 1998.

The Union does not object to the provision contained in the current Article 32. It points out that it is the same as the Longevity section in the F.O.P. agreement.

#### RECOMMENDATION

It is my recommendation that the current provision remain unchanged.

### 5. PERS PICK UP

The Union proposes to have the City pick-up and pay the employees contribution share to the Public Employee Retirement System.

The City proposes to continue the current system.

### RECOMMENDATION

The Union offered no substantial evidence to support its proposal. I recommended that the current language be adopted.

### 6. DURATION

The City proposes a three year agreement with a more detailed zipper clause than the one currently in the collective bargaining agreement. It further proposes that the new contract take effect after it has be ratified by both parties.

The Union proposes no change in the current contract language and requests any improvements made be retroactive to September 1,1998.

### RECOMMENDATION

The evidence presented by both parties on this issue was limited. I recommend that the "zipper clause" language currently in the contract remain unchanged. I further recommended that the effective date on the agreement be September 1,1998.

### 7. SUBCONTRACTING

The Union seeks to include a provision in the Agreement limiting the right of the City to subcontract work. It stated that there have been rumors of extensive subcontracting to be done in the future and points out that its request does not prohibit subcontracting, but places a limitation on the right of the City to do so.

The City states that the majority of contracts that it surveyed do not have clauses prohibiting subcontracting.

### RECOMMENDATION

After considering the position of the parties I recommend that there be no change in the collective bargaining agreement. There was no evidence to suggest that this issue has been a problem, nor has the City abused its right to subcontract.

### 8. WAGES

The City is proposes that the current wage scale be increased by 2%, effective first full pay after signing the Agreement.

Increase the 1999 scale by 2%, effective first full pay of the second year of the Agreement.

Increase the 2000 scale by 3% effective the first full pay of the third year of the Agreement

The City submitted evidence that showed that the City was comparable in its wages to many of the cities' of similar size and in some cases its wages were higher. The City stated that there is a limited ability to pay increased wages based upon its income and taxing ability.

The Union proposes that there be a 5 ½ percent increase during the first year of the Agreement, a 5% increase during the second year of the Agreement and a 5% increase during the third year of the Agreement, In the absence of retroactivity the Union requests an additional

increase of 1% during the first year of the Agreement. The Union also requests that the Clerk in the water department, sewer department, and tax departments receive a 7½ percent increase during the first year, 5 % in the second year and 5% in the third year.

In support of its position the Union submitted evidence that showed that the City had the ability to pay the wages that it is requesting. It noted that other employees working for the City received higher increases than the amount that is proposed for the Teamsters Bargaining Unit. It further stated that a clerk is being transferred into the Bargaining Unit and it is necessary to increase her pay by 7½ increase to prevent her from getting a decrease in pay.

### RECOMMENDATION

Upon reviewing the documentation submitted and the arguments presented I recommend the following increase.

<u>Percentage of increase</u>	<u>Effective Date</u>
4.0%	September 1, 1998
3.0%	September 1, 1999
3.0%	September 1, 2000

With respect to the clerk being transferred to the Bargaining Unit the Parties shall "red circle" the Clerk if necessary to assure that the employee does not suffer a loss in wages.

### 9. WORKING OUT OF CLASSIFICATION

The Union proposes that employees temporarily assigned to perform duties with a higher rate of pay be paid at the higher rate.

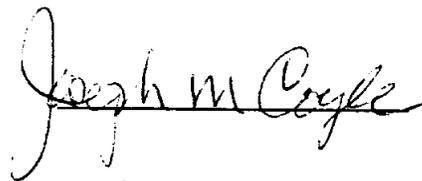
The City proposes that there be no change in the current agreement.

### RECOMMENDATION

Upon reviewing the position of the parties I recommend that the current agreement not be changed.

### CONCLUSION

In conclusion, this fact finder submits his finding and recommendations as set forth herein.



Joseph M. Coyle  
Fact Finder

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STATE EMPLOYMENT  
RELATIONS BOARD

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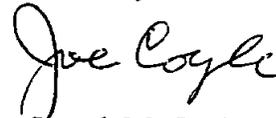
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Deborah Morgan  
SERB  
65 E. State St., 12<sup>th</sup> Floor  
Columbus, OH 43215-4213

Dear Debbie

Enclosed is my findings and recommendation in the matter between the City of Port Clinton and Teamsters Local 20.

Sincerely

  
Joseph M. Coyle