

JUL 1 1998

**IN THE MATTER FACT-FINDING  
BETWEEN**

**CITY OF NORTH RIDGEVILLE )  
)  
)  
AND )  
)  
)  
OHIO COUNCIL 8, LOCAL 3442 )  
AMERICAN FEDERATION OF )  
STATE, COUNTY AND MUNICIPAL )  
EMPLOYEES, AFL-CIO )**

**CASE NO. 98-MED-10-1045**

**FINDINGS  
AND  
RECOMMENDATIONS**

**JAMES M. MANCINI, FACT-FINDER**

**APPEARANCES:**

**FOR THE UNION**

**Michael Bauer  
James A. Ciocia**

**FOR THE CITY**

**Gary C. Johnson, Esq.**

## **SUBMISSION**

This matter concerns fact-finding proceedings between the City of North Ridgeville (hereinafter referred to as the City) and Ohio Council 8, Local 3442, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the Union). The State Employment Relations Board (SERB) duly appointed the undersigned as fact-finder in this matter. Fact-finding proceedings were conducted on April 15 and June 10, 1999.

The 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 consists of Service Department and Waste Water Treatment Plant employees as well as all clerical personnel in City Hall. There are approximately sixty employees in the bargaining unit.

This fact-finder in rendering the following findings of fact and recommendations of the 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 relevant to the outstanding issues before him.

## 1. WAGES

The Union proposes 4% across the board wage increases on January 1, 1999 and January 1, 2000. The City proposes a 3% wage increase for each year of the two-year Agreement. The parties previously agreed to a new wage schedule which added a number of steps to most job titles, upgraded certain job titles, and guaranteed annual step movement. The new salary schedule is not an issue before this fact-finder.

The Union contends that its wage proposal is reasonable because the wages paid to employees in the City of North Ridgeville are well below that of their counterparts in neighboring communities. Four percent wage increases are needed in order to reduce some of the vast disparity which exists between the wages in North Ridgeville and those paid to similar workers in the area. The Union compared the wages in North Ridgeville with those in neighboring Avon, Sheffield Lake, Amherst, Lorain, and Elyria. According to the Union, these are comparable communities which pay similarly situated employees relatively more than North Ridgeville.

The Union also points out that while it is true that some employees will be receiving significant percentage wage increases under the newly adopted wage schedule, their current salaries will still remain relatively low. It was also noted that employees at the top level of the wage schedule will be receiving a more modest wage increase even though these employees like the others suffered through years of low wages. Thus the Union submits that its proposal is not only reasonable but justified under the circumstances.

The City contends that its proposal of 3% wage increases in each year of the Agreement is fair when one considers the changes made to the salary schedule. The City emphasizes that it has already agreed to add steps where necessary, and upgrade certain job titles such as the Mechanics. Also for the first time, the City agreed to guarantee annual step movement provided the employee maintains a satisfactory job evaluation for the preceding year. The City maintains that the net effect of the changes which it has agreed to will result in major wage increases over the next several years for most of the bargaining unit. In that regard, the City submitted its own wage comparables which reflect the changes made in the salary schedule. According to the City, these wage comparables show that the wage disparity which previously existed for the bargaining unit here as compared to similarly situated employees in neighboring communities will be significantly reduced due to the wage adjustments which have been made under the new salary schedule. As a result, there is no basis for increasing wages beyond the 3% which the City has proposed.

The City also claims that internal comparisons support its wage proposal. The City cited the police and fire fighters bargaining units which each received across the board 3.5% wage increases but with no upgrades of any kind. The City points out that the bargaining unit here with the additional steps and upgrades as well as the 3% general wage increase as proposed would be receiving approximately 15% to 20% wage increases over the two-year term of the contract. The City maintains that its wage

proposal is more than reasonable especially when one considers that the Consumer Price Index only increased 1.6% last year.

ANALYSIS – Based upon a careful review of the evidence, this fact-finder would recommend that there be a general across the board wage increase of 3.5% effective January 1, 1999 and another 3.5% increase on January 1, 2000. The 3.5 % wage increases recommended herein when combined with the previously agreed upon salary schedule upgrades will give the bargaining unit significant increases over the two-year term of the Agreement. With the 3.5% wage increases, the disparity in wages for the bargaining unit here as compared to others in nearby communities would be significantly reduced. The recommended wage increases would also be in line with those wage increases provided to other City employees.

This fact-finder has determined that 3.5% wage increases in each year of the two-year contract would be reasonable under the circumstances. The parties have already agreed upon significant adjustments to the salary schedule. This included adding steps where necessary, guaranteeing annual step movement, and upgrading certain job titles. Previously, many of the job titles had only one or two steps but that has been changed. Also in the past, there was no guarantee that an employee would move to the next step of the salary schedule. For example, laborers had six or seven steps but it could take up to fifteen years to get to the top step. Under the new salary schedule, the movement to the top step has been significantly reduced with the guaranteed annual step movement. Considering the changes which have been adopted into the new wage schedule, it is

evident that most of the bargaining unit will be receiving significant increases over the next several years. With the 3.5% general across the board increases recommended herein based on the new wage schedule, it was shown that most bargaining unit members will be receiving wage increases which will range from approximately 15% to over 20% during the next two years. It was undisputed that the average increase will be about 16%. As a result, it must be held that the 3.5% wage increases recommended by this fact-finder will be more than fair under the circumstances.

Moreover, the evidence shows that with the 3.5% recommended increases along with the salary schedule adjustments already agreed upon there will be a significant reduction in the disparity in wages which has existed in the past for this bargaining unit. The Union is correct in stating that in the past the wages for the Service and Water Treatment Department employees as well as those at City Hall have been well below the average for similarly situated employees in the area. However with the 3.5% wage increases and schedule upgrades, bargaining unit wages will approach the average salary paid to similarly situated employees in neighboring communities. For example for 1998, the laborers' wages here were approximately \$3,804 below the average for the area. However with the additional 3.5% increases and schedule upgrades, the laborers' wages will fall only approximately \$2,980 below the 1999 average for comparable cities. Likewise there will be a significant improvement in secretary wages, which were approximately \$2,208 below the average for 1998. With the recommended increases,

their wages for 1999 will only be about \$400 below the average wage for secretaries in the area.

The evidence also showed that internal comparisons support the 3.5% across the board wage increases recommended herein. Both the police and fire fighters bargaining units received 3.5% wage increases for the current year. The 3.5% wage increases are also in line with the average wage increases granted to similarly situated public employees both in the region as well as statewide. Thus considering all of the relevant factors, this fact-finder concludes that the 3.5% wage increases would be fair and reasonable here.

### **RECOMMENDATION**

It is the recommendation of this fact-finder that there be a 3.5% general wage increase effective January 1, 1999 and another 3.5% general wage increase effective January 1, 2000 based upon the newly adopted and agreed upon Salary Schedule as more fully set forth in Appendix B which is attached hereto and incorporated herein.

**WAGES** – 3.5% increase January 1, 1999.  
3.5% increase January 1, 2000.

APPENDIX B  
WAGE RATE SCHEDULE

<u>JOB TITLE</u>	<u>1999 (3.5%)</u>	<u>2000 (3.5%)</u>
Data Processing A	13.28	13.74
Data Processing B	12.76	13.21
Data Processing C	12.28	12.71
Data Processing D	11.04	11.43
Finance Clerk A	13.03	13.49
Finance Clerk B	12.53	12.97
Finance Clerk C	12.05	12.47
Finance Clerk D	10.85	11.23
Tax Administrative Assistant A	13.28	13.74
Tax Administrative Assistant B	12.76	13.21
Tax Administrative Assistant C	12.28	12.71
Tax Administrative Assistant D	11.03	11.42
Secretary A	13.28	13.74
Secretary B	12.76	13.21
Secretary C	12.28	12.71
Secretary D	11.03	11.42
Extra Heavy Machine Operator A	17.58	18.20
Extra Heavy Machine Operator B	16.90	17.49
Extra Heavy Machine Operator C	16.25	16.82
Extra Heavy Machine Operator D	14.62	15.13
Heavy Machine Operator A	15.90	16.46
Heavy Machine Operator B	15.29	15.83
Heavy Machine Operator C	14.70	15.21
Heavy Machine Operator D	13.23	13.69
Light equipment Operator A	14.22	14.72
Light Equipment Operator B	13.68	14.16
Light Equipment Operator C	13.15	13.61
Light Equipment Operator D	11.84	12.25
Laborer A	13.27	13.73
Laborer B	12.76	13.21
Laborer C	12.27	12.70
Laborer D	11.79	12.20
Laborer E	11.34	11.74
Laborer F	10.20	10.56

<u>JOB TITLE</u>	<u>1999 (3.5%)</u>	<u>2000 (3.5%)</u>
Mechanic A	15.90	16.46
Mechanic B	15.29	15.83
Mechanic C	14.70	15.21
Mechanic D	13.23	13.69
Water Meter Repairman A	13.87	14.36
Water Meter Repairman B	13.33	13.80
Water Meter Repairman C	12.82	13.27
Water Meter Repairman D	11.54	11.94
Chief Operator A	17.32	17.93
Chief Operator B	16.65	17.23
Chief Operator C	15.95	16.51
Chief Operator D	14.75	15.27
Operator Class 111 and Lab Tech A	16.82	17.41
Lab Tech B	16.15	16.72
Lab Tech C	15.50	16.04
Lab Tech D	14.18	14.68
Operator Class 11 A	15.43	15.97
Operator Class 11 B	14.84	15.36
Operator Class 11 C	14.27	14.77
Operator Class 11 D	12.84	13.39
Operator 1 A	14.52	15.03
Operator 1 B	13.96	14.45
Operator 1 C	13.42	13.89
Operator 1 D	12.08	12.50
Operator No License A	13.61	14.08
Operator No License B	13.08	13.54
Operator No License C	12.58	13.02
Operator No License D	11.32	11.72
Press Operator and Maint. Mechanic A (A)	16.83	17.42
Maint. Mechanic A (B)	16.18	16.75
Mechanic C	15.56	16.10
Mechanic D	14.00	14.49

<u>JOB TITLE</u>	<u>1999 (3.5%)</u>	<u>2000 (3.5%)</u>
Mechanic Helper A	13.12	13.58
Mechanic Helper B	12.62	13.06
Mechanic Helper C	12.13	12.55
Mechanic Helper D	10.91	11.29
Helper A	12.01	12.43
Helper B	11.55	11.95
Helper C	11.11	11.50
Helper D	10.00	10.35
Accounting Clerk A	11.69	12.10
Accounting Clerk B	11.24	11.63
Accounting Clerk C	10.81	11.19
Accounting Clerk D	9.77	10.11
Water Meter Reader A	12.39	12.82
Water Meter Reader B	11.92	12.34
Water Meter Reader C	11.46	11.86
Water Meter Reader D	10.32	10.68
Road Sign Maintenance A	14.22	14.72
Road Sign Maintenance B	13.68	14.16
Road Sign Maintenance C	13.15	13.61
Road Sign Maintenance D	11.84	12.25
Nutrition Director (OOOA)	6.20	6.42
Activities Director (OOOA)	6.80	7.04
Bookkeeper (OOOA)	6.95	7.19
Clerks (OOOA)	5.34	5.53
Full Time		
Nutritionist A	9.31	9.64
Nutritionist B	8.96	9.27
Nutritionist C	8.61	8.91
Nutritionist D	7.76	8.03

## **2. PAID LUNCH**

The City proposes to modify the Hours of Work Section so that there is no longer a paid lunch. Currently, all employees receive a one-half hour paid lunch. The Union opposes any change in this provision.

The City contends that the practice of a paid lunch for the kind of employees involved herein is exceedingly rare. The City cited comparative evidence which demonstrates that this is an unusual benefit. According to the City, only one other community in the area provides its employees with a one-half hour paid lunch.

The City further maintained that the elimination of the one-half hour paid lunch is warranted in light of the significant changes which have been made in the salary schedule. Employees will now be able to make considerably more salary due to the guarantee that they will move up on the salary schedule on an annual basis. Again over the next two years, many employees will be receiving wage increases from 15% to over 20%.

The Union maintains that the economic benefits of the one-half hour paid lunch helps to balance the low wages of the bargaining unit here as opposed to higher wages paid to similarly situated employees in neighboring communities. The Union points out that the one-half hour paid lunch has been a part of the parties' Agreement since at least 1987. It was one of the benefits which was negotiated for the bargaining unit in lieu of large wage increases. Moreover, the Union claims that it is the City's intent to have employees, particularly at City Hall, work an additional thirty minutes per day or

until 5:00 p.m. A survey of nearby communities shows that no other City Hall is open until 5:00 p.m.

The Union disputes the City's claim that the elimination of the one-half hour paid lunch is warranted because of the salary schedule adjustments which have been agreed to by the parties. The Union argues that even with those equity adjustments, the wages of employees here will still be well below those found in neighboring communities. As a result, a further reduction in an economic benefit such as the one-half hour paid lunch simply is not warranted.

ANALYSIS – This fact-finder would recommend that the thirty-minute paid lunch be eliminated for several reasons. First, comparables clearly demonstrate that such a benefit is extremely rare for these types of employees. The evidence showed that there is only one community in the area, the City of Lorain, which provides similarly situated employees with a paid lunch. Even in neighboring Cuyahoga County one would be hard pressed to find such a benefit. Without a doubt, the provision which currently provides employees with a one-half hour paid lunch is a highly unusual benefit for this kind of bargaining unit.

Moreover, the recommendation to eliminate the one-half hour paid lunch is supported by the significant changes which have been made in the employee salary schedule. With the guaranteed annual step movement, along with upgrades of certain positions, most of the employees will be receiving increases which range from 15% to over 20% over the next two years. For example, the secretary job title was significantly

upgraded under the new salary schedule which will result in an almost \$3,000 or 15% wage increase for those bargaining unit employees during the life of the new Agreement. It is apparent therefore that the salary increases which the employees will realize as a result of the significant upgrades made in the salary schedule will more than offset the loss of the one-half hour paid lunch benefit. In effect, the new upgrades in the wage schedule serves as a quid pro quo for the elimination of the one-half hour paid lunch. Therefore, this fact-finder finds that when one considers the overall economic package as well as the comparables showing that this is a highly unusual benefit, it is clear that there is justification for the elimination of the one-half hour paid lunch benefit.

### **RECOMMENDATION**

It is the recommendation of this fact-finder that there no longer be a one-half hour paid lunch as currently provided in the parties' Agreement.

**PAID LUNCH** – Modify Section 15.02 so that there is no longer a paid lunch.

### **3. HOLIDAYS**

The City has proposed to delete Presidents Day and Columbus Day as listed holidays and increase the number of personal days from three to four. The Union opposes any change in the current Holiday Provision. Currently between the listed paid holidays and personal days, employees receive a total of seventeen holidays.

The City contends that the number of holidays granted to the bargaining unit is excessive. No other city grants its employees seventeen holidays. Furthermore, all other employees in the City only receive sixteen holidays. Again when coupled with the significant wage increases over the next two years for the bargaining unit, it is evident that the City's position for reducing holidays should be granted.

The Union contends that the number of holidays is high here because in the past these were negotiated benefits in lieu of wage increases which were attained for the bargaining unit. The Union disputes the City's claim once again that its economic proposal justifies the give back with respect to holidays. According to the Union, comparables show that wages will still be relatively low here even with the increases that are to be granted.

**ANALYSIS** – This fact-finder has determined that the number of holidays provided to the bargaining unit should be reduced as proposed by the City. Comparable evidence clearly shows that the seventeen holidays which the bargaining unit currently receives is excessive. For comparable cities in the area, the number of holidays provided

to employees ranges from eleven to thirteen holidays. It is generally recognized that the norm for holidays provided to public sector employees in the region is twelve holidays. Moreover, further support for a reduction in the number of holidays for the bargaining unit here is shown by the fact that all other City employees only receive sixteen holidays.

This fact-finder has further determined that the overall economic package which is being provided to bargaining unit employees supports the recommendation to reduce the number of holidays. As previously noted, employees will be receiving significant wage increases over the next two years due to changes that have been made in the salary schedule which include adding steps to most job titles, along with upgrades of certain positions, as well as a guarantee of annual movement to the next step. The net effect of these changes is that most employees over the next two years will be receiving wage increases which range from 15% to over 20%. Given such significant salary increases along with comparables showing that the current number of holidays greatly exceeds the average for the area, this fact-finder finds that the reduction in holidays proposed by the City is justified. In that regard, it should be noted that the modifications proposed by the City which are recommended herein are slightly different for the Service Garage and City Hall employees as opposed to the employees at the French Creek Waste Water Treatment Plant. However in each case, the employees will end up with twelve paid listed holidays and four personal days for a total of sixteen holidays under the modified proposal.

## **RECOMMENDATION**

It is the recommendation of this fact-finder that the City's proposal to modify the Holiday Provision which results in the net reduction of one holiday be adopted as follows:

### **HOLIDAYS**

Modify Paragraph 21.01 pertaining to Service Garage and City Hall employees by deleting President's Day and Columbus Day as listed holidays and increasing the number of personal days from three to four.

Modify Paragraph 21.02 pertaining to French Creek Waste Water Treatment Plant employees by deleting President's Day and Columbus Day but adding Veteran's Day. The four personal days off with pay each contract year shall be retained as currently provided in this section.

## 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 incorporates herein all tentative agreements previously reached by the parties and recommends that they be included in the parties' final Agreement.

JULY 29, 1999

  
JAMES M. MANCINI, FACT-FINDER