

STATE EMPLOYMENT
RELATIONS BOARD

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IN THE MATTER

OF

FACTFINDING

BETWEEN

THE CITY OF READING, OHIO

AND

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO, OHIO COUNCIL 8, LOCAL 1093

Hearing: March 4, 1999
SERB Case Nos.: 98-MED-11-1100
Date of Report: March 15, 1999
Issue: Factfinding

Union Representative:

Walter J. Edwards
AFSCME, Ohio Council 8
1213 Tennessee Avenue
Cincinnati, Ohio 45229

City Representative:

Mike Rahall
City of Reading, Ohio
1000 Market Street
Reading, Ohio 45215

REPORT AND RECOMMENDATIONS

Michael Paolucci
Factfinder

Administration

By letter dated December 31, 1998, from the Ohio State Employment Relations Board, the undersigned was informed of his designation to serve as factfinder for the Parties. On March 4, 1999, a hearing went forward in which the Parties presented arguments and documentary evidence in support of positions taken. The record was closed at the end of the hearing on March 4, 1999, and is now ready for a factfinding report.

Factual Background

The City is located just outside the city limits of Cincinnati, Ohio; the Union represents approximately twenty three (23) hourly employees in the City. Prior to the beginning of the hearing, mediation was inquired into by the factfinder, but upon advice of both Parties, it was determined that such efforts would not be worthwhile. The issues were thus submitted and are as follows:

1. Article VII, Section E - Holidays;
2. Article VIII, Section A - Vacation;
3. Article XIII - Wages.

Each issue will be handled below.

Section 4117-9-05 of SERB's administrative rules addresses the issues that a factfinder must consider when making recommendations. That section, in pertinent part, reads as follows:

(K) The fact-finding panel, in making recommendations, shall take into consideration the following factors pursuant to division (C)(4)(e) of section 4117.14 of the Revised Code:

- (1) Past collectively bargained agreements, if any, between the parties;
- (2) Comparison of the unresolved issues relative to the employees in the bargaining

unit with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;

(3) The interest and welfare of the public, the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;

(4) The lawful authority of the public employer;

(5) Any stipulations of the parties;

(6) Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of issues submitted to mutually agreed-upon dispute settlement procedures in the public service or in private employment. (emphasis added)

The issues will be addressed separately giving consideration to all of the required factors.

1. **ARTICLE VII, SECTION E - HOLIDAYS**

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The Union proposes adding one (1) personal day to Article VII thus totaling three (3) personal days for each employee.

The City asks that the *status quo* be maintained.

The Union proposal is recommended. The external comparables support a finding that the Union's proposal should be adopted and that three (3) days of personal leave should be included in the Agreement.

2.

ARTICLE VIII, SECTION A - VACATION

REPORT AND RECOMMENDATIONS

The Union proposes giving all employees with more than twenty five (25) years of seniority an additional week of vacation. It argues that only two (2) employees will be affected by this benefit and that the benefit is justified for such a long tenure within the City's employment.

The City asks that the *status quo* be maintained.

The Union proposal is recommended. The external comparables justify this additional benefit for those employees who have loyally served the City. In addition, in light of the recommendation for a low wage increase, as contained below, this benefit will offset the loss of an increase in the cost of living wages that these employees would have otherwise expected were it not for the City's bad financial condition.

3.

ARTICLE XIII - WAGES

REPORT AND RECOMMENDATIONS

The Union proposes a 2%, 3%, and a wage reopener in the third (3rd) year of a three (3) year agreement.

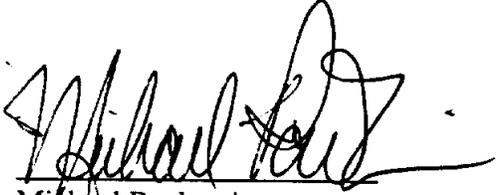
The City proposes a 2% wage increase for the first (1st) year of a three (3) year agreement, with a wage reopener in both the second (2nd) and third (3rd) year of the agreement.

The City's proposal is recommended. The City clearly established that it was in a tough financial position and expects income to, at best, stagnate. The internal comparables also justify its

proposal since the police bargaining unit agreed to 2% next year. Indeed, the Union conceded that the City's financial condition was not good. Thus, based on the fact that the Union's other proposals were recommended; based on the fact that the City's financial future is unknown; and based on internal comparables, it is recommended that the Union receive 2% in the first year of a three (3) year agreement with a wage reopener in both the second (2nd) and third (3rd) years. Further, the 2% wage increase is recommended to be made retroactively.

It is also recommended that any issue not commented on remain *status quo*, and that all issues previously tentatively agreed to by the Parties be included in the Agreement as agreed to.

March 15, 1999
Cincinnati, Ohio



Michael Paolucci