

STATE OF OHIO
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IN THE MATTER OF FACT-FINDING

BETWEEN

THE CITY OF CANTON

AND

AFSCME AFL-CIO
OHIO COUNCIL 8, LOCAL 3449

BEFORE: Robert G. Stein

SERB CASE NO. 99 MED 08-0677

PRINCIPAL ADVOCATE FOR THE UNION:

Stevan P. Pickard, Staff Representative
AFSCME Ohio Council 8
1145 Massillon Rd.
Akron OH 44306

and

PRINCIPAL ADVOCATE FOR THE EMPLOYER:

Joseph Martuccio, Esq.
CITY OF CANTON
218 Cleveland Ave.
P.O. Box 2418
Canton OH 44701-4218

INTRODUCTION

The City of Canton is a statutory municipality with a population of about 84,000 residents. It employs approximately 1,200 employees, most of whom are members of six (6) bargaining units. The bargaining unit is comprised of approximately one hundred and fifty (150) employees holding a variety of technical service classifications in the various departments in the City of Canton. The bargaining unit has had a bargaining relationship with the Employer for a number of years. Prior to declaring impasse, the parties held several negotiation sessions between August 30, 1999 and November 11, 1999. The parties reached tentative agreement; however, the Union voted it down.

On January 7, 2000, a fact-finding hearing was held and the parties presented to the Fact-finder four (4) unresolved issues. Both Advocates represented their respective parties well and clearly articulated the position of their clients on each issue in dispute. In order to expedite the issuance of this report, the Fact-finder shall not restate the actual text of each parties' proposals on each issue but will instead reference the Position Statement of each party. The Union's Position Statement shall be referred to as UPS and the Employer's Position Statement shall be referred to as EPS.

CRITERIA

OHIO REVISED CODE

In the finding of fact, the Ohio Revised Code, Section 4117.14 (C)(4)(E) establishes the criteria to be considered for Fact-finders. For the purposes of review, the criteria are as follows:

1. Past collective bargaining agreements
2. Comparisons
3. The interest and welfare of the public and the ability of the employer to finance the settlement.
4. The lawful authority of the employer
5. Any stipulations of the parties
6. Any other factors not itemized above, which are normally or traditionally used in disputes of this nature.

These criteria are limited in their utility, given the lack of statutory direction in assigning each relative weight. Nevertheless, they provide the basis upon which the following recommendations are made:

ISSUE 1 Article 30 AFSCME OHIO CARE PLAN

Union's position

The Union proposes adding a new legal benefit, SEE UPS

Employer's position

Maintain current language.

Discussion

The evidence and testimony indicate that the other AFSCME bargaining unit in the City has already negotiated the legal-services benefit being sought by the Union for Local 3449 (See Article 30, Local 2937). Union President, Connie Weckbacher, provided competent and convincing testimony in support of the Union's position. A persuasive factor in collective bargaining is internal comparability between bargaining units, particularly where the same Union is involved. The base AFSCME Care Plan already exists in the Collective Bargaining Agreements of both units. I find no plausible reason to consider this bargaining unit to be different in the respect of receiving a legal benefit, particularly one that represents an add-on to an already existing section of the Agreement.

Recommendation

The following new Section shall be added to the Agreement:

Section 2 AFSCME Legal Services

The City shall contribute to the Ohio AFSCME Legal Services Fund five dollars (\$5.00) per month for each employee who has completed his/her probationary period.

ISSUES 2, 3 Article 59 WAGE SCHEDULES (health benefits/retroactivity)

Union's position

The Union proposes increases of 3.5%, 3%, and 3% for each year of the CBA, retroactive to January 1, 2000, with the addition of an increase in health care benefits/drug card, SEE UPS.

Employer's position

The Employer proposes increases of 3%, 3%, and 3%, without retroactivity, but with the addition of an increase in health care benefits/drug card, SEE EPS.

Discussion

The Employer presented persuasive evidence regarding its present and near-future financial condition. Particular attention was paid to the expert testimony of the City's Director of Management and Budget, Richard Gafien, and to the thorough documentary

evidence presented by him (CX 1-3). Also noteworthy were the statements and presentations of Tad Ellsworth in this regard. The City presented a convincing argument for its position.

It is also important to note the comparable data that is available. The City's position has been adopted in the other bargaining units and a "pattern" has been established. Pattern bargaining is bedrock principle used as much by unions as it is used by employers. (e.g. The UAW and the Auto Industry, the Teamsters and the Trucking Industry) in negotiations. It is important in maintaining a delicate accordant balance between groups of employees who represent large segments of an employer's operation.

There are, of course, some exceptions that may support a different outcome than the pattern wage settlement. However, to establish a justification for such a departure, the proposing party must present substantial evidence and data to justify a wage adjustment that exceeds the pattern. The Union, although well represented, was not able to offer substantial data to justify a break from the wage pattern.

It is also clear that the Employer's offer contains the addition of a health care card, which approximates a 1% increase on the base salary of the average employee (CX 4). Local 2937 accepted this offer and it is apparent that in the Police bargaining unit the settlement of 4%, 3%, 3% (and no drug card) maintains the integrity of the pattern. This day and age of increasing costs for prescription drugs underscores the significance of having a prescription card benefit. The costs of prescription drugs are predicted to far outstrip inflation in the next few years. I find that the proposed increases to the AFSCME Health Care plan can be funded if the wage increases are kept at an affordable level.

However, I do not agree with the City's opposition to retroactivity. A 3% increase is not a 3% increase if it is started several weeks after the expiration of the normal date for increases. Neither party has demonstrated bad faith in reaching their honest differences of opinion that lead to fact-finding that went beyond the expiration date of the Agreement. Therefore, exercising their rights under the law should disadvantage neither party.

Recommendation

Modify Section 1. of Article 59 as follows:

Section 1

1st paragraph current language

Effective January 1, 2000, all classifications shall be increased by 3%

Effective January 1, 2001, all classifications shall be increased by 3%

Effective January 1, 2002, all classifications shall be increased by 3%

The parties shall establish wage schedules that reflect the above increases. The remainder of Article 59 that is not impacted by the wage increases stated above shall remain as current language.

AFSCME Care Plan: Drug Card

The City shall provide increased benefits (See CX 4) to the AFSCME Care Plan for a drug card, SEE EPS.

**ISSUE 4 Article 42 VACATION AND SICK LEAVE CREDITED WITH
OTHER POLITICAL SUBDIVISIONS OF THE
STATE**

Union's positions

The Union is to maintain current language, SEE UPS.

Employer's position

The Employer proposes elimination of this benefit prospectively, SEE EPS.

Discussion

From the evidence and testimony it is clear that no current employee would be adversely affected by the Employer's proposal. Furthermore, it is also clear that the other AFSCME bargaining unit and all other bargaining units in the City do not have this provision in their Agreements. Furthermore, there are no non-bargaining unit employees in the City who have this transfer right. It is clear that on an internal comparable basis this right to transfer hours is not common. It is also important to note that in terms of outside comparable data the State of Ohio no longer permits such transfers. The comparables support a change.

Recommendation

Modify Article 42 as follows:

Eliminate Article 42 in accordance with the Employer's proposal, SEE EPS.

TENTATIVE AGREEMENTS

All other issues tentatively agreed to prior to fact-finding are considered to be part of this report and are recommended to the parties.

The Fact-finder respectfully submits the above recommendations to the parties this 9th day of February 2000 in Summit County, Ohio.

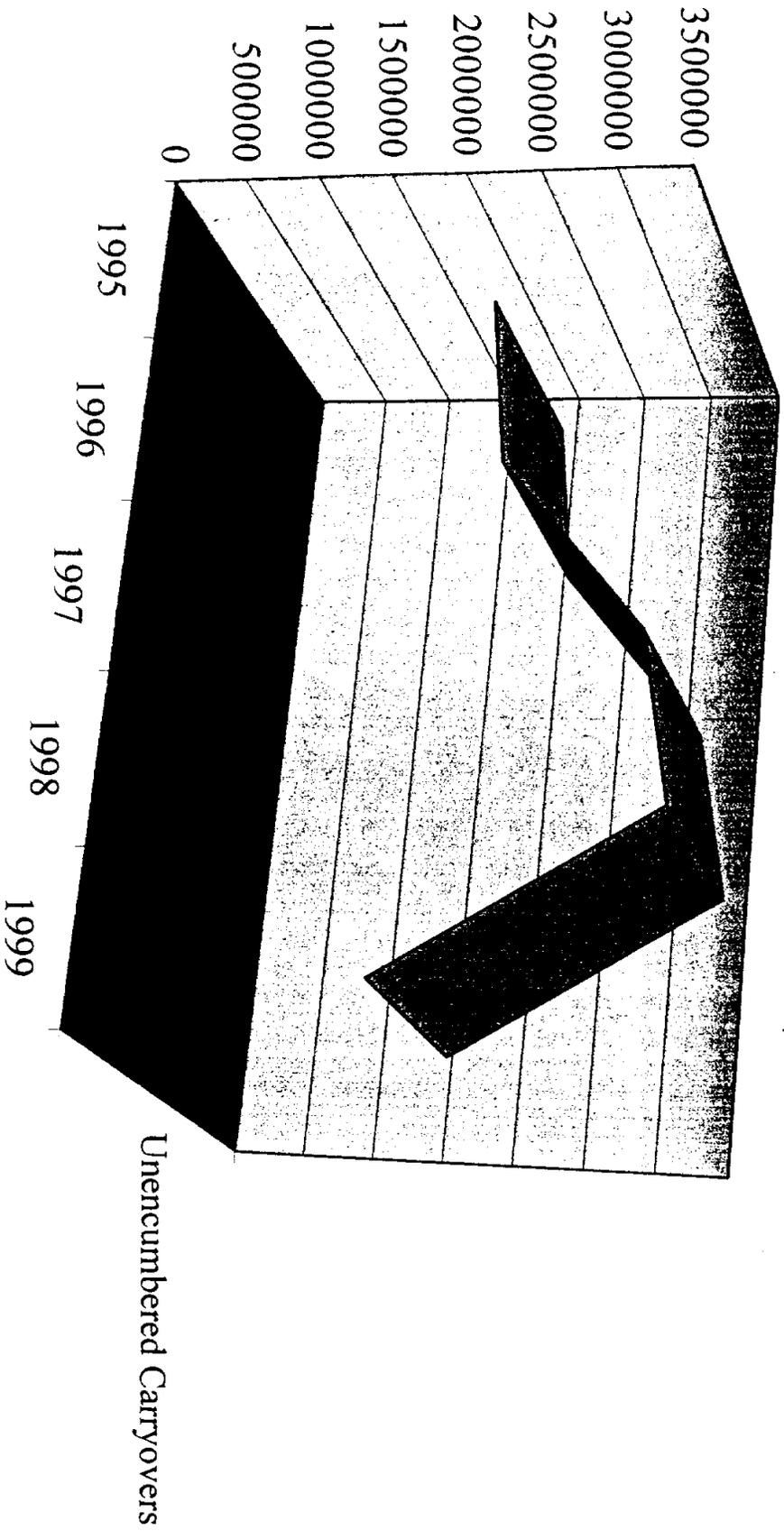
A handwritten signature in black ink, appearing to read 'R. Stein', written over a horizontal line.

Robert G. Stein, Fact-finder

Recent Fiscal Events Reducing the City's Ability to Meet 2000 General Fund Obligations

- The Unencumbered Cash Carry-over from 1999 to 2000 *fell* from \$3.4 million to \$1.6 million due primarily to a change in accounting methods relating to the timing of pension expenses (five (5) quarters of expenses were paid in 1999) and a late-in-the-year requirement to meet Income Tax refunds.
- Problems with the City Utility Customer Billing System delayed sending bills thus creating a cash flow reduction. Under normal conditions, sufficient money is on hand to be invested with the interest being credited to the General Fund. Although the billing cycle is returning to normal, investment income for the year 2000 will be reduced.
- The City of Canton agreed to a new Alternate Formula for the distribution of "Local Government Funds" which will reduce our net share (after SCOG expenses) from about 29% to 27% of total revenue available for distribution. The LGF is the second largest source of revenue to the General Fund after Income Tax.
- The City has received a valid request for an Income Tax refund in the amount of \$600,000. This refund could potentially reduce revenue to the General Fund by \$450,000. In 1998 the total amount of Income Tax refunds was \$982,000; 1999 - over \$1.3 million.
- Income Tax receipts from employer withholdings are flat. The 1998 to 1999 increase was slightly over \$30,000 - *ONLY* one-tenth of one percent.
- Significant employee retirements will take place in the Fire Department in 2000. Terminal Leave Pay is expected to cost about \$350,000. *(Est 5-7 people expected to retire 2000. Next year would be more)*
- The 1999 General Fund Certificate was \$46,859,046. The 2000 Certificate is \$45,500,000 - a *reduction* of \$1,359,046 (3%). The 2000 Certificate is \$1,250,000 *less than* actual 1999 expenditures and year-end encumbrances.

General Fund Unencumbered Carryovers (1995 - 1999)



Honorable Members
Canton City Council:

**Comparative Report of Cash Receipts Filed
as of December 31, 1999**

	1998 Jan 1 to Dec 31	1999 Jan 1 to Dec 31
WITHHOLDING Accounts:	\$ 30,171,330.38	\$ 30,201,855.42 *
PERSONAL Accounts:	2,750,823.70	3,079,029.89
CORPORATE Accounts:	2,427,078.35	2,676,171.71
Delinquent Accounts:	1,205,023.14	1,599,003.70
Penalty & Interest:	300,311.07	301,329.06
Less NSF checks:	-2,810.71	-2,305.65
Total Collections:	<hr/> \$36,851,755.93	<hr/> \$37,855,084.13

* net effect of how
comparisons are done

Respectfully submitted,

Robert C. Schirack

Robert C. Schirack, Treasurer
City of Canton, Ohio

Recent Fiscal Events Reducing the City's Ability to Meet 2000 General Fund Obligations

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- Income Tax receipts from employer withholdings are flat. The 1998 to 1999 increase was slightly over \$30,000 - *ONLY* one-tenth of one percent.
- Significant employee retirements will take place in the Fire Department in 2000. Terminal Leave Pay is expected to cost about \$350,000.
- The 1999 General Fund Certificate was \$46,859,046. The 2000 Certificate is \$45,500,000 - a *reduction* of \$1,359,046 (3%). The 2000 Certificate is \$1,250,000 *less than* actual 1999 expenditures and year-end encumbrances.

AFSCME Care Plan

	New Rates	1/1/2000		8/1/2000		8/1/2001		8/1/2002	
		Current Plan	Proposed						
# 3449 Employees	160	\$5.75	\$6.75	\$6.75	\$6.75	\$6.75	\$6.75	\$6.75	\$6.75
Current Plan Cost/Month (Care)	\$50.25	\$6.50	\$7.50	\$7.50	\$7.50	\$7.50	\$7.50	\$7.50	\$7.50
Proposed Cost/Month (Care)	\$87.75	\$7.50	\$47.00	\$49.00	\$54.00	\$59.00	\$59.00	\$59.00	\$59.00
Legal Cost/Month	\$5.00	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50
		\$24.00	\$26.00	\$26.00	\$26.00	\$26.00	\$26.00	\$26.00	\$26.00
		\$44.25	\$87.75	\$89.75	\$94.75	\$99.75	\$99.75	\$99.75	\$99.75

Year to Year Comparison	2000		2001		2002	
	NR-CP+	Proposed	NR-CP+	Proposed	NR-CP+	Proposed
AFSCME Care	\$96,480.00	\$170,080.00	\$96,480.00	\$176,320.00	\$96,480.00	\$185,920.00
Charged to Major Medical*	\$25,034.67	\$2,503.47	\$25,034.67	\$2,503.47	\$25,034.67	\$2,503.47
TOTAL	\$121,514.67	\$172,583.47	\$121,514.67	\$178,823.47	\$121,514.67	\$188,423.47

Assumes a 90% elimination of charges to Major Medical

New Costs of Proposed AFSCME Care Plan

	Annual Cost	Avg. Hrly	Average Hourly Rate (1999):	Pension/WC/Med:
New Cost 2000	\$51,068.80	\$0.15	\$12.87	26.78%
New Cost 2001	\$57,308.80	\$0.17		
New Cost 2002	\$66,908.80	\$0.20		
Total Three Year New Cost	\$175,286.40			

Three Year Cost of Wage Increases (including rollups)

	1999	2000	2001	2002	3-year Sum
Average Hourly Rate (1999):	\$5,430.160	\$5,647.366	\$5,816.787	\$5,991.291	\$17,455.444
4%-3%-3%	\$5,430.160	\$5,620.215	\$5,788.822	\$5,962.487	\$17,371.524
3%-3%-3%	\$5,430.160	\$5,593.065	\$5,760.857	\$5,933.682	\$17,287.603

+ NEW RATES - CURRENT PLAN

*providing from total estimate for both bargaining units provided by the City's Health Benefits Administrator

→ 80% of everything in excess of \$500.00

** Cost increase under old plan

NRCP -

Voll (up) included (pen, comp, medicare) 26.78%

*** - does not include cost of care

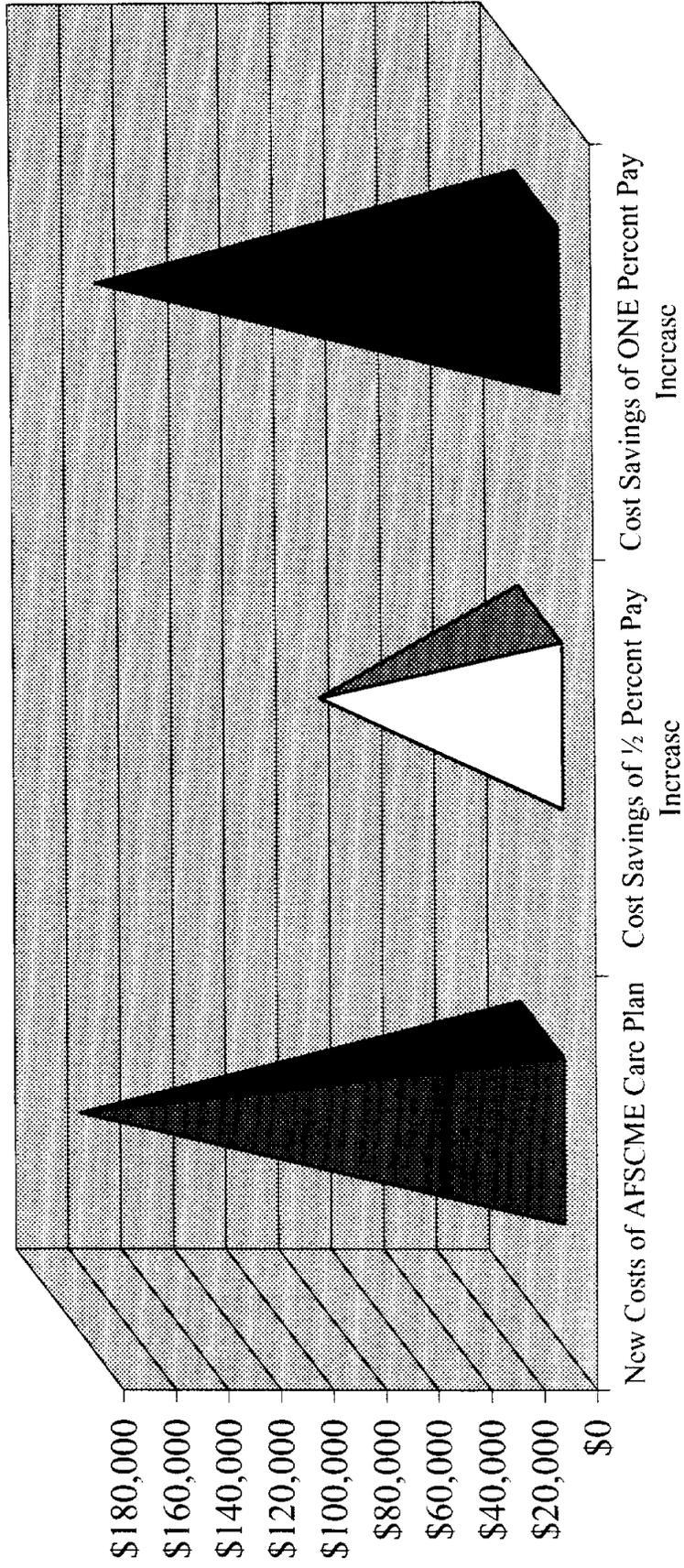
Difference Between 4-3-3 and 3 1/2-3-3

\$83,920

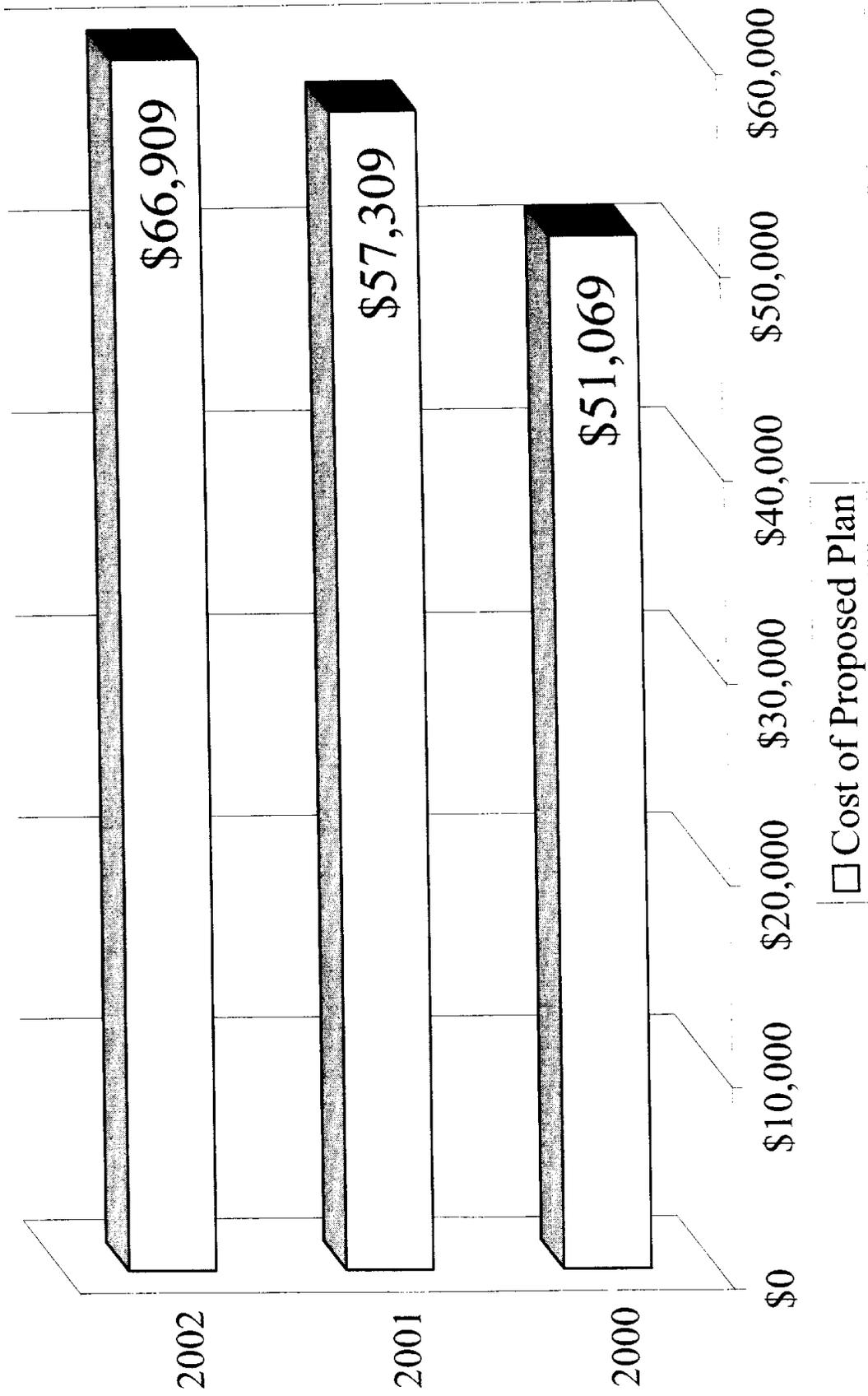
Difference Between 4-3-3 and 3-3-3

\$167,841

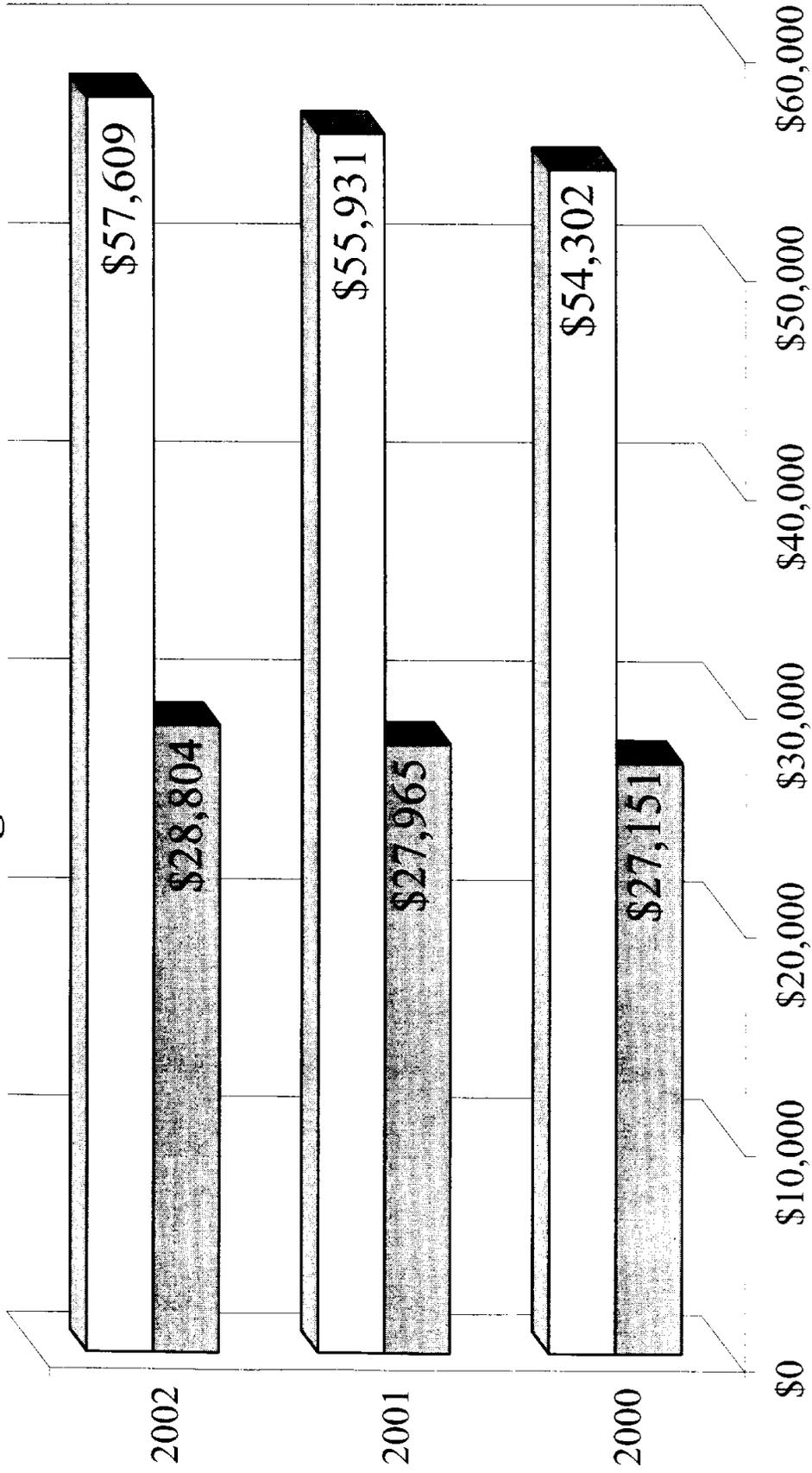
Cumulative Cost Analysis



Cost of Proposed AFSCME Health Care Plan

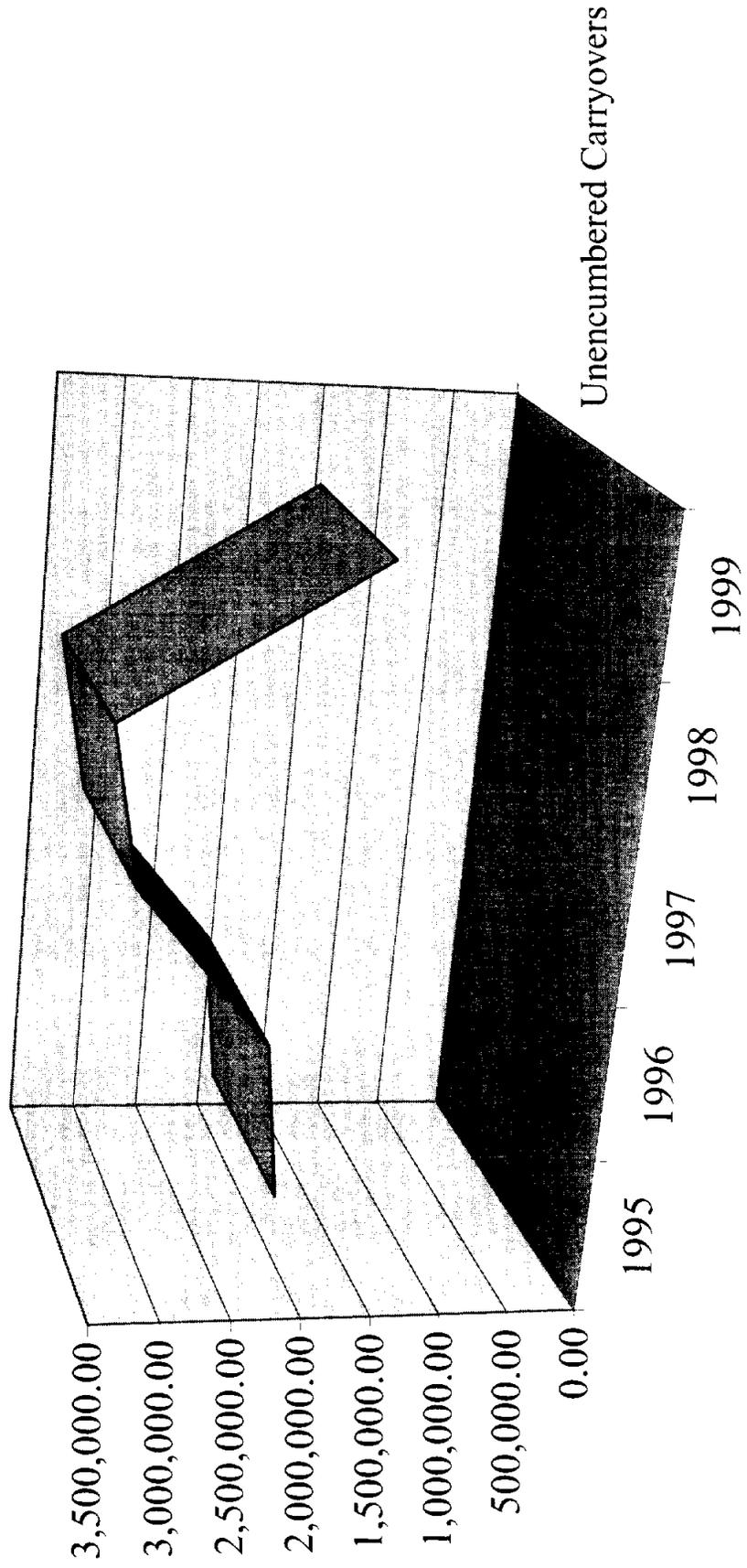


Comparison of Cost Differences in Various Series of Wage Increases



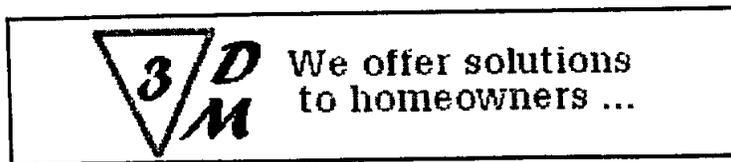
□ Difference Between 4-3-3 and 3 1/2-3-3 □ Difference Between 4-3-3 and 3-3-3

General Fund Unencumbered Carryovers (1995 - 1999)



Interesting Facts

1. The members of AFSCME Local 3449 are not Police Officers. There is nothing in the law to suggest that they should be treated as such. Safety forces are treated differently than all other units under ORC Chapter 4117.
2. The members of this unit fared equitably with the Patrolmen's unit, getting the equivalent of a 4%-3%-3% series of wage increases, and \$0.10 per hour shift differential increase. The Patrolmen's unit got an increase in their uniform allowance. Our police officers are responsible for maintaining their own uniforms and their equipment. They argued successfully in negotiations that the current level was not sufficient to meet the costs of maintaining their uniforms and equipment. The City negotiated an increase in their annual uniform allowance of \$425. This is a REIMBURSEMENT for expenses REQUIRED by the employer. There is no basis for the AFSCME unit to expect to receive this benefit, as it is unique to the duties of a Police Officer.
3. The City provided an **increased benefit** in one other area: longevity. AFSCME Local 3449 received an increase in their longevity amount, going from \$45 per year of service currently, to \$60 per year of service by the third year of the contract. In the third year of the contract, the average member of this unit will receive over \$200 more under the city's offer than they would have if there were no increase in the longevity amount.
4. The contract approved by this unit's sister union, AFSCME Local 2937, is nearly identical to the tentative agreement between the City and AFSCME Local 3449.
5. While the average wage of a member of 2937 is about four percent (\$0.56) higher than the average member of 3449, the average member of 2937 has been employed with the City TWENTY-SIX PERCENT (3 years) longer than the average member of 3449.



Alliance Council to mull contracts approved by employees

By JAN H. KENNEDY
Repository staff writer

ALLIANCE — City Council will decide if new contracts, already approved by water and street department employees, are acceptable at Monday's meeting.

James Bingham, safety and service director, said he will ask council to approve the contracts under emergency rules, which would allow passage that night, rather than requiring the normal three readings.

"The old contracts expire Dec. 31, so with the new administration coming in that week, and for the sake of good relations with the unions, I think it is the proper thing to do," Bingham said.

The new three-year agreements with two branches of the American Federation of State, County and Municipal Employees basically calls for 3-percent raises in each year. But union members wanted to participate in AFSCME's health care plan, which supplies supplemental benefits to the city's health plan.

AFSCME Local 2233, which represents the street department, opted for a lesser plan and gave up half of its first-year raise. AFSCME Local 2233-A, which represents water department workers, chose a more extensive plan and gave up all of the first year's pay. If approved, the contracts become effective Jan. 1.

[Previous Story](#)

[Section Index](#)

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Area deaths

1

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151.13 WORKERS' COMPENSATION.

Employees who are receiving Workers' Compensation and unable to perform their employment duties as a result of such injuries shall receive hospitalization, life insurance and other employee-provided health care benefits without cost to the employee during the period of his disability for a period up to one year. Thereafter, the employee may obtain hospitalization, life insurance and health and welfare benefits by timely paying to the City the established monthly rate for individual and/or family coverages. Employees on Workers' Compensation disability shall not accrue sick leave or vacation. (Ord. 43-89. Passed 3-13-89.)

151.14 CREDITED BENEFITS.

(a) Full-time employees hiring into the City from another political subdivision within the State of Ohio may transfer accumulated sick leave earned and/or accrued in an amount not to exceed 100 days from their former full-time employment with the other political subdivision, which has not been paid off by the other subdivision. (Ord. 43-89. Passed 3-13-89.)

(b) Full-time employees hiring into the City from another political subdivision within the State of Ohio may not transfer any unused or unpaid vacation time earned and/or accrued in the former full-time employ of the political subdivision. Such full-time employees hiring into the City on or after January 1, 1995 may not utilize their years of service with other political subdivisions for computing current vacation leave with the City except in accordance with subsection (d) hereof.

(c) Full-time employees hiring into the City who have retired from other political subdivisions or from the City may not transfer any accumulated sick leave or vacation and may not obtain credit for their years of service prior to retirement for purposes of computing vacation, longevity or seniority for any purpose.

- (d) (1) Full-time employees transferring from one department of the City into another department of the City, or full-time employees who were previously employed by the City in any full-time capacity and subsequently become reemployed by the City, with the exception of retirees who are provided for in subsection (c) hereof, may transfer all accumulated sick leave and vacation earned or accrued and not paid off, as well as years of employment for purposes of computing current vacation time and longevity. Prior employment in any seasonal or part-time capacity shall not qualify.
- (2) Any employee who has incurred a break in service between transfers and/or periods of employment shall be required to complete a twelve-month period of continuous service with the City before utilizing any prior sick leave credit, vacation or longevity. (Ord. 252-94. Passed 10-17-94.)

(e) In no event shall any employee to whom these provisions are applicable be entitled to credit or payment for any retroactive computation of or entitlement to benefits. (Ord. 43-89. Passed 3-13-89.)

AFSCME
OHIO COUNCIL 8
AFL-CIO

1145 Massillon Road
Akron, Ohio 44306-4161
Telephone: (330) 784-6390
Fax: (330) 784-7193
Toll Free: (800) 361-6657

Robert L. Thompson
Regional Director

December 27, 1999

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Mr. Robert G. Stein
3250 West Market Street, Suite 105
Akron, Ohio 44333-3319

**Re: Case No. 99-MED-08-0677; AFSCME, Ohio Council 8, Local 3449
(Clerical & Technical) and City of Canton**

Dear Mr. Stein:

Pursuant to the Ohio Administrative Code 4117-9-5(F), the Union is submitting the following issues with regard to the negotiations between AFSCME, Ohio Council 8, Local 3449, and the City of Canton.

1. The principal representative of the Union, AFSCME, Ohio Council 8 is:

Stevan P. Pickard
Staff Representative
AFSCME, Ohio Council 8
1145 Massillon Road
Akron, Ohio 44306

2. Description of bargaining unit: See the attached State Employment Relations Board Certification of the unit. The unit is approximately one-hundred and fifty-two (152) employees who provide technical service to the citizens of Canton, Ohio as it pertains to the operation of city government.

3. A copy of the Collective Bargaining Unit is attached.

4. The Unions unresolved issues are as follows:

A. Article 30 (AFSCME Ohio Care Plan/AFSCME Legal Services Fund)
The Union proposes to add a new Section 2, AFSCME Legal Services Fund.

The city shall contribute to the Ohio AFSCME Legal Services Fund five dollars (\$5.00) per month for each employee who has completed his/her probationary period.



December 27, 1999
Page 2.

- B. **Article 59 (Wage Schedules)**
The Union proposes that bargaining unit employees receive a minimum 3 ½ % increase in year 2000, a minimum 3% increase in year 2001, and a minimum 3% increase in year 2002.
- C. The Union proposes the Collective Bargaining Tentative Agreement and Fact-Finding decision include retroactivity back to January 1, 2000.
- D. The Union proposes that the Tentative Agreement (attached) be made part of the agreement between the parties except for the disputes mentioned above.

Yours truly,



Stevan P. Pickard
Staff Representative
AFSCME Ohio Council 8

cc/J. Martuccio, file

/jdh

JM/sks
1/4/00
4567

STATE OF OHIO
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**STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD**

IN THE MATTER OF:

THE CITY OF CANTON

CASE NO. 99-MED-08-0677

Employer

FACTFINDER ROBERT G. STEIN

and

AFSCME, OHIO COUNCIL 8
AND LOCAL 3449

POSITION STATEMENT OF THE
EMPLOYER, THE CITY OF CANTON

Employee Organization

The City of Canton, through its undersigned attorney, hereby submits the following written statement pursuant to Ohio Revised Code Section 4117.14(C)(3)(a) and Ohio Administrative Code Rule 4117-9-05(F).

1. The City of Canton's principal representative is Joseph Martuccio, Assistant Law Director, City Hall, 7th Floor, Canton, Ohio 44701-4218, telephone (330)489-3251.
2. AFSCME Local 3449 (hereinafter referred to as "AFSCME or Local 3449"), consists of approximately 150 full-time and several "regular part-time" clerical and technical workers holding dozens of classifications in several departments of the City.

It is a certified unit which has engaged in multi-unit bargaining with the AFSCME Local 2937, Ohio Council 8 and the City of Canton.

3. A copy of the current Collective Bargaining Agreement is provided.
4. Unresolved issues and position summaries:

INTRODUCTION AND BACKGROUND

The City of Canton is a statutory municipality with a population of approximately 84,000 residents. It employs approximately 1,200 people, most of whom are members of six bargaining units.

The City's CEO is an elected Mayor. The Mayor has appointed a Service Director, Safety Director and Director of Management and Budget to assist him in administering the City. The Safety Director oversees the safety forces and a few departments with members in both AFSCME Locals. The Budget and Management Director oversees most of the clerical and technical employees of Local 3449. The Service Director is charged with overseeing most of the employees of Local 2937, which includes street, maintenance, utility and sanitation employees, among others.

The City of Canton and AFSCME Local 3449 have been conducting their labor relations pursuant to the enclosed successor contract which has been in effect from January 1, 1997, through December 31, 1999.

The City and AFSCME Local 3449 have agreed to a joint extension of the statutory factfinding period to January 15, 2000, pursuant to O.A.C. Rule 4117-9-05(G).

The City of Canton and the AFSCMEs had conducted eight joint negotiating sessions between August 30, 1999, and November 11, 1999, along with numerous separate "sidebar" sessions. Both Locals had made approximately a dozen initial proposals each, with many overlapping. The City had originally proposed approximately a total of 18 changes to both Collective Bargaining Agreements, as well as a small number of separate wage adjustments.

AFSCME Local 2937 and the City of Canton have ratified their tentative agreement. The City and Local 3449 have reached a tentative agreement on over 20 issues. The summary of the tentative agreements reached with both AFSCME Locals is attached as Appendix A.

UNRESOLVED ISSUES AND POSITION SUMMARIES

The four remaining issues will be presented in sequential order, with summaries indicating who advanced the proposal and what counter-proposal, if any, has been made.

ARTICLE 31 (LOCAL 3449) - ARTICLE 30 (LOCAL 2937)

AFSCME OHIO CARE PLAN

Local 3449 has proposed to add a new section to this Article which would require the City to contribute on behalf of each local union member \$5.00 per month to fund legal services for AFSCME members. The approximately cost of this benefit is \$10,000.00 per year for the Local.

The City has rejected this proposal because it has significantly increased the contribution it makes on behalf of each employee on a monthly basis for an enhanced benefit in the employee's health care program. The City is currently paying approximately \$44.00 per month per AFSCME employee as the employee's premium for a separate health care plan. The City has tentatively agreed to double the monthly contribution to \$88.00 per month in 2000, and increase that amount to approximately \$100.00 per month by the third year of the Contract. This initially represents a nearly \$500.00 per year new benefit for individual members, a figure which is significantly over 1% of their average salary.

This arrangement was the result of a unique negotiation. The City recently concluded a series of negotiations with its police officers in which the police officers in the City agreed to a 4%, 3% and 3% increase in wages over the next three years. The City offered the same figures to both AFSCMEs as part of the multi-unit, pattern bargaining it had engaged in. The Unions eventually counter-proposed an increase in the premium for their health care in addition to the raises. It was ultimately agreed that the Unions could choose either 4%/3%/3% raises, or the increase in health care premium plus a 3%/3%/3%. Local 2937 opted for the health care increase premiums and the 3%/3%/3%. Local 3449 has counter-proposed the use of the increased benefits for the health care card **and a 3.5%/3%/3%**. The City rejects this proposal as being excessively costly.

ARTICLE 42 (LOCAL 3449 ONLY)

VACATION AND SICK LEAVE CREDITED WITH OTHER
POLITICAL SUBDIVISIONS OF THE STATE

The City has proposed the elimination of most of this particular Article. The Union has rejected our proposal.

The City's position:

In recent decades, the State of Ohio and the City of Canton, and other political subdivisions, have allowed new employees who had previously served with other political subdivisions to carry their previous seniority and enhance their new benefits. For example, a Stark County employee coming into Canton City employment during the 1980's would be credited with 10 years of previous service for purposes of enhancing vacation and longevity pay.

Several years ago, both the State of Ohio and the City of Canton closed the window on such crediting and only allowed crediting for previous service with the same political subdivision. The non-union Canton City employees, and all of the other five unions, are not permitted credit for previous service with other political subdivisions. The sole remaining unit to have language providing such benefits is Local 3449. The City is of the opinion that it is manifestly unfair to allow employees of one Local to benefit from previous service when no one else in the City is permitted to do so. The crediting results in a cost to the City and the increased use of paid time off.

The Union believes that it is to the City's advantage to occasionally be able to hire someone with a great deal of experience from an other subdivision and offer said benefits.

ARTICLE 59 (LOCAL 3449)

WAGE SCHEDULES

As previously stated in this Brief the City offered both Locals during multi-unit bargaining a choice of either a very reasonable 4%/3%/3% over the next three years in a three-year Contract, or a significant increase in the contribution the City makes on behalf of each employee to the AFSCME health care plan along with a 3%/3%/3% increase over the next three years. Local 2937 chose the health care increase and the 3%/3%/3%. Local 3449 has counter-proposed an increase of **3.5%/3%/3%** over the next three years **along with** the two-fold increased premium contribution to the AFSCME health care plan.

The City is opposed to the counter-proposal which includes the additional 1/2%.

The City has engaged in multi-unit and pattern bargaining in good faith during 1999 with the Canton Police Patrol Officers, and both AFSCME Local Unions. The City negotiated raises with its unions over the last three years that more than doubled the consumer price index. Three percent increases **and** the doubled health care contribution **or** 4%/3%/3% are more than reasonable. Local 3449 has advanced no studies or comparable statistics to show that their clerical workers are paid significantly or substantially less than their counterparts in the private or public sector. Just in the few months since the City began negotiating with Local 3449, the City's ability to pay has been diminished. The year end has found a number of factors which resulted in a lower carry-over into the year 2000 than had been anticipated, and in lesser amounts than in the past several years.

The additional \$500.00 per year or so of premium for the health care plan represents a substantial portion of more than 1% of the average bargaining unit employee's wages per year. Thus it is the position of the City that the Union should take a 4%/3%/3% increase over the next three years if their concern is wage rates, and not be given the choice of an enhanced health care premium and a 3%/3%/3%. The City is opposed to the granting of an increased health care premium and the 3.5%/3%/3%.

RETROACTIVITY

The Union has proposed that any factfinding recommendations include retroactivity back to January 1, 2000.

The City's position is that it had engaged in good faith, multi-unit pattern bargaining and that it had been more than fair and generous. A tentative agreement had been

reached. Due to the fact that an award of one month's retroactivity will result in increased administrative time and expenses to the City, the City is opposed to retroactivity.

This concludes a brief synopsis of the unresolved issues and positions of the parties.

Respectfully submitted,

THOMAS M. BERNABEI, LAW DIRECTOR



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PROOF OF SERVICE

The original Position Statement of the Employer has been mailed to Robert G. Stein, Factfinder, 3250 West Market Street, Suite 105, Akron, Ohio 44333-3310 and Stevan Pickard, 1145 Massillon Road, Akron, Ohio 44306, by facsimile and Regular U.S. Mail on this 7th day of January, 2000.



Joseph Martuccio
Assistant Law Director

JM/sks
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**COMPARISON SUMMARIES OF THE TENTATIVE AGREEMENT
BETWEEN THE CITY OF CANTON AND BOTH AFSCME LOCALS**

**I. SUMMARY OF THE TENTATIVE AGREEMENT
BETWEEN THE CITY AND AFSCME LOCAL 2937/OHIO COUNCIL 8**

The following outline summarizes the tentative agreements (TA's) and proposed changes to the current Collective Bargaining Agreement (CBA) effective January 1, 2000 between AFSCME Local 2937/Ohio Council 8 and the City of Canton which have been ratified by the City and AFSCME Local 2937.

The changes affect the 300+ service workers in several departments. The TA's are the result of several joint negotiating sessions and several subcommittee sessions.

Essentially, this tentative agreement is similar to the agreement negotiated with the police officers. It is a 3-year agreement which provides for annual raises across the board, 3% in each of the 3 years, City increased contributions to health care premiums, an increase of ten cents on afternoon and midnight shifts, and a graduated increase in longevity which will bring the AFSCME employees to parity with other City employees. A relatively small amount of classifications were upgraded. Management refined and clarified a few management rights. Mandatory residency will continue. It is not being disputed.

ARTICLE

<u>NO.</u>	<u>TITLE</u>	<u>AMENDMENTS</u>
2	Recognition	Classification Titles were updated with the deletion of obsolete classifications and additions of new classifications.
12	Absenteeism/ Tardiness Provision	Refines penalties for excessive absenteeism and tardiness, and clarifies issues regarding the imposition of discipline.
13	Grievance Procedure	Clarifies procedure in the mailing of disciplinary decisions.

<u>ARTICLE NO.</u>	<u>TITLE</u>	<u>AMENDMENTS</u>
18	Promotion/ Transfers/ Temporary Transfers	<p>§1 Allows for intra-departmental earlier bids, and clarifies notification process.</p> <p>§2 Allows disqualification of bidders for absenteeism/tardiness.</p> <p>§7 Allows seniority based intra-departmental transfers.</p>
22	Overtime	Clarifies an issue about the offering of overtime following a sick leave incident.
25	Vacations	§2 Allows utilization of vacations in one hour increments. Permits members to cash out banked vacation in their 28th or later year of service in limited increments under the same restrictions negotiated with the Police and Firefighters Unions.
26	Funeral or Bereavement Leave	Clarifies issue about funeral leave as it relates to the good attendance bonus, adds grandparent-in-law as an eligible funeral leave purpose and clarifies the issue of furnishing proof.
28	Longevity Pay	Brings members to \$60.00 per year for longevity pay by the third year of the contract, to achieve parity with other City employees. First and second year increases are five dollars over the current \$45.00 per year.
31	AFSCME Ohio Care Plan/ AFSCME Legal Service Fund	Increases the current amount the City agrees to contribute to the AFSCME Ohio Care Plan on behalf of each member from the projected rate of \$50.25 per month to \$99.75 by the third year of the contract.
35	Sick Leave	<p>§6 Provides an additional 25 days of terminal pay upon retirement for unused sick leave as a temporary incentive for those who retire within a specified time.</p> <p>§10 Clarifies the benefits and usage of continued disability benefits.</p>

<u>ARTICLE NO.</u>	<u>TITLE</u>	<u>AMENDMENTS</u>
36	Payment for Jury Duty	Clarifies which Court appearances are eligible for employer paid time off.
44	Shift Differential	Increases the midnight shift and the afternoon shift differential by \$.10 per hour to \$.50 per hour for midnight shift and \$.40 per hour for afternoon shift.
66	Wage Schedule	Members shall receive a 3% increase to their rate of pay on each January 1st for the three years of the contract. Certain street/sewer department workers shall receive a \$.20 per hour differential when performing hazardous duties.
71	Misc. Provisions	Reduces the eligible premium on 6th and 7th day pay for Telecommunicators who are charged with a sick leave incident during the regularly scheduled work week. Clarifies classifications which were previously active and are now placed in limbo. The parties agree to discuss enhancing parking facilities in the future.
72	Water and Waste Water Certifications	Clarifies positions which are required to obtain advance certification and accompanying premium pay.
73	Drug Free Workplace Policy	Proposed changes enhance management's ability to test and discipline employees for suspected alcohol or drug abuse. Amends standards to reflect new federal guidelines.
74	Conflict of Interest/ Incompatible Employment/ Agency Duty	Provides new language and guidelines for potential conflicts of interest, incompatible employment and the duty of loyalty owed by employees to the City.
75	Duration	Provides for a 3-year successor Collective Bargaining Agreement from January 1, 2000, until December 31, 2002.

<u>ARTICLE NO.</u>	<u>TITLE</u>	<u>AMENDMENTS</u>
Misc.		Contains separate agreements which provide for equalization of pay between utility operator II and semi-skilled utility worker in the Water Department; amends step rates of pay for customer service persons/inspectors and maintenance specialist; and provides an increase above 3% for several positions in the Traffic Engineering, Sign and Paint and Traffic Signal Department.

**II. COMPARISON SUMMARY
OF THE TENTATIVE AGREEMENTS BETWEEN
THE CITY AND AFSCME LOCAL 3449/OHIO COUNCIL 8**

Most of the following proposals are identical to the foregoing proposals agreed to with Local 2937.

The following changes effect the 150+ clerical and technical workers in several departments.

<u>ARTICLE NO.</u>	<u>TITLE</u>	<u>AMENDMENTS</u>
2	Recognition	Updates classification titles.
13	Stewards/ Union Representation	§1 Reallocates the use of stewards. §5 Affords the same unlimited use of time for the President for conducting Union business as is available to other Union and Activities Presidents, with reporting requirements.
14	Discipline	§7 Provides that less serious disciplinary actions will be heard at Step 1 and more serious disciplinary actions will be heard commencing at Step 3
15	Grievance Procedure	Same as Local 2937

<u>ARTICLE NO.</u>	<u>TITLE</u>	<u>AMENDMENTS</u>
18	Seniority	Separates the Water Department Utility Billing Division from the Meter Reading Division for purposes of departmental seniority.
21	Promotions/ Transfers/ Temporary Transfers	Same as Local 2937.
22	Overtime	§3 Clarifies issues regarding eligibility for 6th and 7th day premium and equalization of overtime.
25	Vacations	Same as Local 2937.
26	Funeral Pay	Same as Local 2937.
28.	Longevity	Same as Local 2937.
30.	AFSCME Ohio Care Plan	Same increases as Local 2937.
33	Subcontracting	Provides Local 3449 with the same language contained in the Local 2937 contract.
34	Sick Leave	Same as Local 2937.
35	Jury Duty	Same as Local 2937.
39	Parking Facilities	Same as Local 2937.
41	Shift Differential	Same as Local 2937.
59	Wage Schedules	Same 3% per year as Local 2937. (Subsequently rejected.)
63	Injury Leave	Expands the classifications which may be eligible for injury leave and clarifies the test for eligibility.