

SEP 28 10 11 AM '00

SEP 28 10 10 AM

**IN THE MATTER OF FACT-FINDING PROCEEDINGS
BETWEEN**

CITY OF BEDFORD HEIGHTS)	
)	CASE NO. 99-MED-10-0869
)	
AND)	
)	
)	<u>RECOMMENDATIONS</u>
MUNICIPAL FOREMEN AND)	
LABORERS UNION, LOCAL 1099)	

JAMES M. MANCINI, FACT-FINDER

APPEARANCES:

FOR THE UNION

Robert Wells

FOR THE CITY

Marc J. Bloch, Esq.

SUBMISSION

This matter concerns fact-finding proceedings between the City of Bedford Heights and the Municipal Foremen and Laborers Union, Local 1099 (Department of Public Works). The State Employment Relations Board (SERB) duly appointed the undersigned as fact-finder in this matter. The fact-finding proceeding was held on July 31, 2000.

This fact-finding proceeding was conducted pursuant to the Ohio Collective Bargaining Law as well as the rules and regulations of SERB. During the fact-finding proceeding, this fact-finder attempted mediation of the issues at impasse. Pursuant to those mediation efforts, the parties reached a tentative agreement on all of the outstanding issues presented to fact-finding. The parties, however, opted to have this fact-finder issue recommendations reflecting the tentative settlement reached. The parties waived a hearing and agreed that this fact-finder could issue his recommendations in summary fashion. Therefore, the following recommendations are submitted in accordance with that understanding.

RECOMMENDATIONS

1. HOPITALIZATION INSURANCE

Effective October 1, 2001 all employees shall contribute eight percent (8%) of the premium family health insurance, and eight percent (8%) of the premium for single health insurance. However, employee contributions shall not exceed forty-five dollars (\$45) per month.

The City will provide to all eligible employees the Health Care Benefit Plans, Dental Insurance and Vision Care Benefits with employee contributions as noted above, including a fifteen dollar (\$15) deductible Prescription Drug Plan. If generic drugs or a Prescription Maintenance Plan is used, the deductible will be seven dollars (\$7).

2. VACATIONS/HOLIDAYS

The Vacation Provision contained in the parties' previous tentative agreement is recommended as more fully set forth in Attachment A.

3. SALARIES AND OTHER COMPENSATIONS

Wages are to be increased as follows:

Effective January 1, 2000 – 3.75%
Effective January 1, 2001 – 3.5%
Effective January 1, 2002 – 4.0%

In addition, effective upon the execution of the Agreement, the wages for head maintenance workers shall be increased by \$.50 per hour and for lead laborers by \$.20 per hour.

4. OTHER PROVISIONS

This fact-finder incorporates herein for all other provisions the tentative Agreement which is Attachment A.

CONCLUSION

In conclusion, this fact-finder hereby submits the above referred to recommendations on the outstanding issues presented to him for his consideration. As indicated, this fact-finder also recommends the tentative agreements previously reached by the parties as set forth in Attachment A which should be incorporated into their new Collective Bargaining Agreement.

SEPTEMBER 26, 2000


JAMES M. MANCINI, FACT-FINDER

ATTACHMENT A

FINAL PROPOSAL AND TENTATIVE AGREEMENT

BETWEEN

CITY OF BEDFORD HEIGHTS, OHIO

AND

MUNICIPAL FOREMEN AND LABORERS UNION, LOCAL NO. 1099
(DEPARTMENT OF PUBLIC WORKS)

May 15, 2000

1. Duration

January 1, 2000, through December 31, 2002.

2. Article II, Recognition

Section 2. The bargaining unit description is as follows:

Included: Employees in the Department of Public Works:

Including employees in the Streets and Service Division in the following classifications, inclusive of all Grade Levels: Auto Mechanic, Body Mechanic/Auto Mechanic, Electrical Maintenance Man, General Laborers, General Maintenance Man (including City Hall and Recreation Department), Heavy Equipment Operator, Recreation Grounds Maintenance Man, Service Lead Man, Traffic Sign man/Backhoe Operator, Custodian (including City Hall and Recreation Department).

Including employees in the Wastewater Division in the following classifications, inclusive of all Grade Levels: Laboratory Technician, Lead Shift Operator (Plant Operations Man), Plant Attendant (Plant Operations Man), Plant Electrical Maintenance Man, Plant Laborer (Plant Operations Man), Plant Mechanical Maintenance Man, Plant Operator (Plant Operations Man), Sewer Crew Attendant (Sewer System Man), Sewer Crew Equipment Operator (Sewer System Man), Sewer Crew Laborer (Sewer System Man), Head Maintenance Workers, Lab Pre-Treatment Coordinator.

Excluded: Part-time, seasonal and temporary employees.
Administrative Supervisors/Managers and other
statutory exemptions.

3. Article XI, Hours of Work and Overtime

Section 2. Add new third sentence to read as follows:

An employee who performs the work involved during the workday
or shift will continue to do work if overtime is needed.

4. Article XIII, Salaries and Other Compensation

See attached.

5. Article XIV, Working Clothing and Materials

Section 3. Delete "One hard hat."

Section 4. Revise first sentence to read as follows:

An employee who is required to wear safety shoes, including
rubber overshoes for Wastewater Division employees, shall
receive ~~one hundred fifty dollars (\$150.00)~~ two hundred
dollars (\$200.00) per year on or before June 30 of each year.

6. Article XV, Vacations - Holidays

Section 4. Selection of Vacations. Add new sentence to read
as follows:

Waste Water Plant Operators may reserve two (2) weeks of their
vacation for the purpose of taking vacation on the basis of
one (1) day allotments. All other employees may reserve one
(1) week of their vacation for the purpose of taking vacation
on the basis of one (1) day allotments.

Section 5. Holidays. Add new subsection (A) to read as
follows:

Service employees in the recreation department shall receive
twelve (12) holidays annually that shall be selected during
the month of December for the following year. Provided,

however, any employee who works a holiday shall receive four (4) additional hours of overtime pay for working a full day on the holiday.

7. Article XVI, Hospitalization and Life Insurance

Section 1.

(A) Delete the following language:

Effective January 1, 1998, all employees shall contribute four percent (4%) of the premium for family health insurance and two percent (2%) of the premium for single health insurance.

Add the following language:

Effective October 1, 2001, all employees shall contribute eight percent (8%) of the premium for family health insurance and eight percent (8%) of the premium for single health insurance. However, employee contributions shall not exceed forty-five dollars (\$45.00) per month.

(C) Revise to read as follows:

The City will provide to all eligible employees the Health Care Benefit Plans, Dental Insurance and Vision Care benefits with employee contributions as noted above, including a ~~\$7.00~~ \$15.00 deductible prescription drug plan. If generic drugs or a prescription maintenance plan is used, the deductible will be ~~\$3.00~~ \$7.00.

Section 2. Life Insurance. Revise to read as follows:

Effective upon ratification, the City shall provide a term life insurance policy, with a face value of ~~\$15,000.00~~ \$20,000 to each employee. ~~Effective one month after ratification by the Union and City, the City will provide life insurance of \$17,000.00. Effective January 1, 1999, the City will provide life insurance of \$18,000.00. . . .~~

8. Article XVIII, Sick Leave

Section 3. Payment of sick leave upon retirement.

Revise to read as follows:

At retirement, layoff, death, dismissal or resignation, an employee with ten (10) years of service or more shall be permitted a maximum payout of accumulated sick leave (noted above in Section 1) of ~~1:3~~ 1:2. For example, if an employee has accumulated 1,000 hours of sick leave, he/she will be eligible to receive a payout equivalent to ~~333~~ 500 hours. There shall be unlimited accumulation of sick leave.

9. Article XX, Promotions - Job Bidding

Section 1. Revise first sentence to read as follows:

When a vacancy occurs, or a new job is created, the City shall post a notice of the opening for ten (10) consecutive work days on a bulletin board accessible to bargaining unit members within the Department of Public Works and shall send a copy of same to the Union.

Section 2. Add the following sentence to the end of Section 2:

The City will post a notification which shall state who, if anyone, is the successful bidder, and a copy of this notice shall be sent to the Union.

10. Article XXI, Discipline

Add the following new sections:

Section 4. The employee and the Union shall receive a copy of any warnings, reprimands or other disciplinary action entered on the employee's personnel records within five (5) working days of the action taken.

Section 5. Any material in the employee's personnel record which has been signed by the employee or which is more than two (2) years old at the time discipline is being considered shall not be counted toward additional discipline except in the case of suspension, which shall have no time limit.

Section 6. The signing of any materials placed in the employee's personnel record does not indicate agreement but does acknowledge that he has received or viewed the material.

Section 7. Any suspension shall be for a specific number of consecutive days on which the employee would otherwise be regularly scheduled to work. Holidays occurring during the period of suspension shall be counted as workdays for the purpose of suspension only.

11. Article XXIII, Arbitration

Section 1. Revise first sentence to read as follows:

In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by default of the City, then within thirty (30) days after the rendering of the decision at Step 2 ~~3 or a default by the City at Step 2~~, the Union may submit the grievance to arbitration.

12. Article XXVII, Miscellaneous

Section 6. Substance Abuse Policy. Add new sentence to the end of Section 6 to read as follows:

The City shall notify the Union of any proposed change prior to imposition of the change.

Section 8. Mileage. Add new section to read as follows:

All regular full-time employees authorized to use a personal car in the performance of job duties for the City shall be reimbursed for such use at the rate of 32½¢ per mile.

13. Letter of Understanding - III

Add new Letter of Understanding to read as follows:

The City and Union agreed during negotiations that the City will maintain its current employee retirement incentive buyout program for the duration of this agreement.