

**STATE EMPLOYMENT RELATIONS BOARD  
FACT-FINDER'S REPORT  
CASE NO. 99-MED-10-1018**

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STATE EMPLOYMENT  
RELATIONS BOARD  
Aug 11 11 19 AM '00

**AFSCME, OHIO COUNCIL 8, LOCAL 2279 (Clerical)**

**Union**

**-and-**

**TRUMBULL METROPOLITAN HOUSING AUTHORITY**

**Company**

**Appearances for the Union:**

**JALADAH ASLAM, Staff Representative, AFSCME, Ohio Council 8, Local 2279  
FELICIA EVANS, Bookkeeper, AFSCME, Ohio Council 8, Local 2279  
CHERYL RAPCZAK, President, AFSCME, Ohio Council 8, Local 2279  
DIANE L. FAITH, Accounts Receivable Clerk, AFSCME, Ohio Council 8, Local 2279**

**Appearances for the Company:**

**DONALD W. EMERSON, Executive Director/Representative, Trumbull Metropolitan  
Housing Authority  
DIANE FORD, Human Resources Director, Trumbull Metropolitan Housing Authority  
PAULA KRESS-RUSISKA, Finance Director, Trumbull Metropolitan Housing Authority  
GARY MAYERS, Housing Director, Trumbull Metropolitan Housing Authority  
KAREN McMILLIN, Intake-Programs Director, Trumbull Metropolitan Housing  
Authority**

**JOSEPH W. GARDNER (#0033400), Fact-Finder  
Attorney-at-Law  
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## **INTRODUCTION**

The parties met Tuesday, July 27, 2000, to conduct a Fact-Finding Conference.

Before the Fact-Finding Conference was opened, the parties entered into extensive mediation. After mediation, the parties agreed on all of the major issues and the language on those major issues. The undersigned, as the fact-finder, has reviewed the agreement and recommendation of the parties, and makes recommendations for the contract language based upon those agreements and based upon the overall fairness of those recommendations.

### **ISSUE NO. 1**

#### **VACANCIES AND PROMOTIONS**

Based upon the agreement of the parties and after reviewing a joint proposal, the undersigned would recommend that the following language become part of Section 18.4 of the contract:

#### **RECOMMENDATION**

Employees awarded a job pursuant to the provisions of this Article 18, Section 18.4 shall be given ninety (90) days to demonstrate their ability to perform the job on a regular basis. If they cannot demonstrate that ability, they shall be returned to their former classification or a similar classification without loss of seniority or benefits. Employees awarded the job under these provisions, shall be provided with all reasonable help and supervision necessary to perform the required tasks assigned. Employees shall be considered qualified for the job when they can satisfactorily perform the required duties of the job with no more supervision than is required by other qualified employees in the same job classification and their work meets the minimum standard applicable to the job. Employees awarded a job under the provisions of this Article 18, Section 18.4 shall be compensated at the entry level rate of pay of the new classification. Employees shall be evaluated each thirty (30) days period for ninety (90) days.

If an employee is not approved, then the employee may return to the original position and, if there has been another employee who has filled the original position, that employee will be returned to his or her previous position, if there was a previous position. However, if the person who filled the prior position is a new employee, that new employee may be laid off. All "reverse bumping" will result in pay according to the position set forth in the contract.

## **ISSUE NO. 2**

### **OVERTIME**

There was much discussion regarding the pros and cons of payment of overtime versus "comp time." The undersigned is sensitive to the employer and the employee regarding the flexibility for both the employer and the employee when comp time is given in place of overtime. However, the overtime problems that appear simply out weigh the advantages of comp time. Therefore, the parties have agreed and recommend that if overtime is worked, pay shall be in overtime. It is therefore recommended that the following language become part of Article 17, Section 17.7 of the contract:

### **RECOMMENDATION**

"Comp time" is to be phased out. If an employee works overtime, pursuant to the terms of the contract, said employee will be paid for overtime work pursuant to the terms of the contract. Any and all employees who have "comp time" on the books shall be paid for that "comp time" on or before September 30, 2000, at a rate of time plus one-half.

## **ISSUE NO. 3**

### **WAGES**

The parties were very close on wages. The parties considered the total wage rate increase per year along with the total percentage increase. The parties also presented comparables for similar counties for employees doing similar work. The amounts proposed by both of the parties seem fair and reasonable to the tax payers and should be approved. It is recommended that Article 26, Wages, Section 26.1 be amended as follows:

### **RECOMMENDATION**

Commencement date of July 1, 2000, a four (4) percent wage increase.  
Commencement date of July 1, 2001, a three (3) percent wage increase.  
Commencement date of July 1, 2002, a three (3) percent wage increase.

## **ISSUE NO. 4**

### **LONGEVITY**

Longevity is capped at Five Hundred Dollars (\$500.00) at twenty-five (25) years. After review of this item and the reward for long-term employees, and the relative increase in the total amount of overall benefits to the Union, it was agreed to raise the cap to Seven Hundred Fifty Dollars (\$750.00) at thirty (30) years.

### **RECOMMENDATION**

The contract language set forth in Article 26, Section 26.6 shall be deemed amended so that the caps will be at thirty (30) years instead of twenty-five (25) years and the dollar amount shall be Seven Hundred Fifty Dollars (\$750.00) instead of Five Hundred Dollars (\$500.00).

### **ISSUE NO. 5**

### **BENEFITS**

The parties agree that in order for the Union members and also the management employees to keep benefits at a competitive price, there is a need for a committee to be created and the new committee must be a working committee that works year around regarding the benefits of the employees and their costs. It is hereby recommended that the benefits section of the contract be amended as follows:

### **RECOMMENDATION**

Section 1. For the duration of this agreement, the Authority agrees to provide, at its costs, hospitalization and surgical benefits at least comparable for both level of care and plan cost to those currently offered to all bargaining unit employees. The parties agree to meet and bargain over any significant changes in health care.

Section 2. For the duration of this agreement, a comparable benefits level, in place as of the date of the signing of this agreement, shall remain in effect except that any increase in cost levels shall be subject to negotiation between the parties.

Section 2(A). The parties agree to create a committee for the purpose of preparing and soliciting bids for hospitalization and surgical benefit insurance coverage. The committee shall consist of two (2) members appointed by the Authority and two (2) members appointed by the Union. The committee shall prepare and solicit said bids and shall report the bids to their respective members. The committee shall function all year. The committee shall hold regular meetings at least quarterly and shall have the authority to meet more frequently. The committee shall have the authority to conduct research on all manner and means to contain health care costs and shall report their findings to their respective parties at least two (2) times per each calendar year.

Both the Authority and the Union and any and all employees shall provide any and all information necessary to the committee in order that they perform their duties set forth under their contract.

Said committee members shall not disclose any information regarding the medical records of any employee, except when required by law or except when carrying out the provisions of this section of the contract. Any member of this committee who violates this provision shall be removed from this committee and shall be subject to discipline.

Section 3. Life Insurance/AD & D Policy. For the duration of the agreement, the Authority agrees to provide, at its cost, a life insurance/accidental death and dismemberment policy in the amount of Twenty Thousand Dollars (\$20,000.00) to each full-time bargaining unit employee.

Section 4. Effective April 1, 2000, and throughout the life of this agreement, the employer will contribute Twenty-six Dollars (\$26.00) per month per employee to the Ohio AFSCME Care Plan for coverage in the Dental II coverage.

Section 5. For the duration of this agreement, in the event a bargaining unit member is disciplined in the form of suspension without pay for more than thirty (30) days, all fringe benefits shall cease.

Section 6. The Authority shall provide tuition reimbursement to employees desiring a college degree from an accredited state university of undergraduate degrees only. Such reimbursement shall be given for courses that promote the mission and aims of TMHA or those who are related to the performance of the employee's current job. The reimbursement shall include the cost of book purchases made as part of such class. The employee must make a written request to the Authority at least ninety (90) days prior to the need for reimbursement, with an explanation of how the course relates to the Authority's mission, aims or the employee's current job. The Authority shall have the right to determine whether the employee meets the criteria. Reimbursement shall not exceed IRS educational deduction benefits.

## **CONCLUSION**

The parties further agreed that the contract shall commence and be retroactive to July 1, 2000, and shall end June 30, 2003.

Respectfully submitted,



**JOSEPH W. GARDNER**, # 0033400

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## **CERTIFICATION**

A copy of the foregoing Fact-Finding Report was forwarded to **JALADAH ASLAM**, Staff Representative, AFSCME, Ohio Council 8, Local 2279, 150 S. Four Mile Run Road, Youngstown, OH 44515; and **DONALD W. EMERSON**, Executive Director/Staff Representative, Trumbull Metropolitan Housing Authority, 1977 Niles Road NE, Warren, OH 44484, via Overnight, Certified Mail on the 9<sup>th</sup> day of August, 2000.

A copy of the foregoing Fact-Finding Report was forwarded to: **GEORGE M. ALBU**, Administrator, Bureau of Mediation, SERB, 65 East State Street, 12th Floor, Columbus, OH 43215-4213, via regular U.S. Mail on the 9<sup>th</sup> day of August, 2000.



**JOSEPH W. GARDNER**, #0033400

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