

2012-MED-04-0518 *SERB*

STATE EMPLOYMENT RELATIONS BOARD

STATE EMPLOYMENT
RELATIONS BOARD
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CITY OF COSHOCTON

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EMPLOYER

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And

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FACT FINDER'S REPORT

LOCAL 2551

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AFSCME, OHIO COUNCIL 8, AFL/ CIO

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UNION

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1. DATE AND PLACE OF HEARING

This fact finding hearing consisted of two sessions, August 30th and September 19th, The hearing was held in the Coshocton City Hall in Coshocton, Ohio.

2. PARTIES

The parties to this matter are: the Employer, City of Coshocton, hereinafter sometimes referred to herein as the "City" and the Union, Local 2551, American Federation of State, County & Municipal Employees, Ohio Council 8, AFL/ CIO, (AFSCME) hereinafter sometimes referred to herein as the "Union".

3. APPEARANCES

The following persons entered an appearance in this matter:

On behalf of the Union: Louis J. Maholic, Staff Representative, AFSCME, Ohio Council 8, 1145 Massillon Road, Akron, OH 44306-4161; Kevin Sharier, Local President; Linda Jamison, Local Secretary – Treasurer; Larry Arnold, executive board member; Mike Ziegler, executive board member; Tom Wilson, Member.

On behalf of the City: Timothy Cowans, Esq., Representing the City, 50 West Broad Street, Suite 2500, Columbus, OH 43215-5914, Robert Skelton, Esq., Law Director, Steven Mercer, Mayor, Tom Edwards, Councilman; Sherry Kirkpatrick, City Auditor

4. WITNESSES

The parties presented their respective positions without the formality of sworn witnesses, or

direct and cross examination. Each party called individuals mentioned below to provide information or clarify respective positions.

The following individuals presented such information: On behalf of the Union: Kevin Sharier; Linda Jamison; Larry Arnold; Mike Ziegler; Tom Wilson; on behalf of the City: Tom Edwards, Robert Skelton, Sherry Kirkpatrick, and Mayor Steven Mercer.

5. INTRODUCTION

This is a renewal of a collective bargaining agreement first negotiated approximately 35 years ago. The unit consists of approximately 30 persons and are employed in the waste water, water, street, cemetery maintenance, general maintenance, clerical and utility billing departments.

Coshocton lies within and is the county seat of Coshocton County, located in southeastern Ohio. Both the county and city populations have been in decline for a number of years. The City population now stands at approximately 11,200. The per capita income is about \$5,000 less than the statewide average and the household median income is almost \$16,000 below the statewide average. (See Exhibit "A" attached to the City's position statement obtained from the US Census Bureau). The taxable income base fell by almost half between 2004 and 2011 (46.5%) and stands at about \$137 million. In an attempt to offset this decline, the City raised the municipal income tax from 1% to 1 1/2%.

The decline in population, taxable income and tax collections is due, in great part, to factory closings, and loss of employment opportunities. Apparently, the City was a comfortable place to live, work and raise a family. Over the last 30 years or so, businesses closed or left the area, forcing many residents to either seek employment in neighboring communities and/or move. The losses in taxable and real income is exemplified by the current city hall, the place at which this hearing was held, which is a refurbished but aged elementary school, long ago deemed unsuitable for educational purposes. Declines in real estate taxes can be traced to the fact that it is an aging area with little new construction, residential, commercial or industrial. As the tax base shrinks so do the real estate collections.

The auditor has projected a 2012 budget deficit of over \$73,000 on projected revenues of \$3,900,000. Actual revenue for 2011 was almost \$4,300,000 which is a 9% decrease from the preceding year. The 2011 deficit was offset by an unexpected estate tax disbursement. There is no possibility of a similar occurrence in 2013 since the Estate Tax is being phased out. The 2013 budget shortfall is projected at over \$550,000. The financial crunch prompted the City to seek a settlement with the Ohio Water Development Authority on a \$7 Million loan made in 2006 to construct a Biothane Digester System at its wastewater treatment plant. An ethanol plant agreed to relocate in Coshocton provided the new digester system was installed. The plant relocated and then went into bankruptcy. It is no longer operating and the digester system has, so far, proven to be an expensive white elephant.

This city's financial plight is neither unique nor of recent origin. The losses in taxable property and income have been exacerbated by the elimination of the local revenue sharing funds when the

State of Ohio faced its own budgetary woes in 2010, but the City's woes began well before that time. In 2009 the Union accepted as 3 – year wage freeze along with a reduction of 3% reduction in the OPERS pickup along with modifications to the hospital insurance program.

Employment costs are the largest item in the City budget and are paid from general revenue funds. The City has acted to control costs, but revenues keep shrinking and costs keep rising. Recently, the City settled with its non-union employees for a 1% raise and the City wants the same from this unit and intends to make the same offer to the fire fighters.

The parties engaged in a number of bargaining sessions in an attempt to arrive at a new collective bargaining agreement. A number of issues were resolved but a new contract was not settled upon. A fact finder was chosen from the SERB list and the first hearing, devoted mostly to mediation, was held on August 30. Numerous issues were resolved, but the core issues were not resolved. A second session was held on September 19, and that was devoted almost exclusively to fact finding when the parties presented their respective positions.

After reading the parties position statements, the Fact Finder attempted to enumerate the outstanding issues. During the first meeting, the issues were identified and sequentially numbered as far as possible.

6. MEDIATED ISSUES

Under the authority of Section 4117.14 (c) (4) (f), the parties successfully mediated the following identified issues: Issue Nos. 1, 2, 3, 4 (a) and 4 (b), 7 (a), 14, 15 (a) and (b), 19 and 20. The parties signed off on all issues which were resolved.

7. IDENTIFICATION OF ISSUES

The following are all the issues as identified at the onset of the first session. As noted, they include the issues that were resolved through mediation as well as those Issues subject to this report.

Issue No. 1: Article 10, Section 2 – Corrective Action (Discipline). This issue was resolved through mediation.

Issue No. 2; Article 10, Section 4 (a) – Corrective Action (Discipline). This issue was resolved through mediation.

Issue No. 3; Article 10, Section 5 – Corrective Action (Discipline). This issue was settled by mediation.

Issue No. 4 (b): Article 16, Section 2 (e) – Lay off and Recall Order. The amendment to this subsection was agreed to by the parties.

Issue No. 5 – there was no issue No. 5.

Issue No. 6; Article 14, Section 8 – a new section proposed by the City regarding the licensing

of Waste Water Operators hired after July 1, 2012. The parties could not agree on this proposal.

Issue No. 7 (a); Article 24, Section 8 – Sick Leave Usage- a new section proposed by the City to regulate Sick Leave usage. The parties agreed on the changes proposed by the city.

Issue No. 7 (b); Article 24, Section 8 – Sick Leave Bonus. This is an existing clause in the collective bargaining agreement. The City proposed to eliminate the bonus for non-use of sick leave. The Union did not agree.

Issue No. 7 (c); Article 24 – Sick Leave Transfer. This is also Appendix J in the current contract. The City proposed to eliminate the right to transfer sick leave. The Union did not agree.

Issue No. 8; Article 31, Sections 1 through 6 – Uniform Allowance. The City proposed changes to various sections of this article. The parties could not agree.

Issue No. 9; Article 32, Section 1 – Vacation. The Union sought to include both full-time and part-time employees. The City did not agree.

Issue No. 10; Article 34, Section 1 – Wages. The Union sought a wage increase of 5% per year over the duration of the contract. The City offered 1% per year for each year of the contract. The matter was not agreed to.

Issue No. 11; Article 36, OPERS – Pension Pickup. The City is now paying 7% of the employee's share. In addition the City is paying the entire employer's share. The City wants to replace it with a 7% wage increase. The parties could not resolve this issue by mediation.

Issue No. 12; Article 37 – Hospitalization Insurance. The City sought to conform the hospitalization insurance covering this unit with the same coverages provided non-union employees. The parties did not agree to the changes sought by The City.

Issue No. 13; Article 50 – Longevity. The City sought to eliminate longevity pay. The parties did not agree.

Issue No 14; Article 51 – Duration Of Agreement. The parties agreed that the new collective bargaining agreement would be for a period of three years commencing July 1, 2012.

Issue No. 15 (a); Article 2 – Union Recognition. The parties agreed to notify SERB of changes made necessary by the City's request to change various employee classifications.

Issue No. 15 (b); Appendix D – the parties agreed to change the classifications contained in Appendix D.

Issue No. 16. There was no Issue 16

Issue No. 17; Appendix H – Rotating List. The City sought changes in the Letter of Understanding regarding the distribution of overtime hours. The parties could not agree.

Issue No. 18; Appendix K – Part Time Employee Benefits. The Union sought to include part-time employees into the benefits package provided full-time employees. The parties could not agree on the changes sought herein.

Issue No. 19; There is no specific contractual section. The Union sought to acknowledge that all tentative agreements between the parties be included in the new agreement. The parties agreed to a modified declaration by adopting the Union's proposal with a number of modifications as reflected in the agreement signed off by both parties.

Issue No. 20; Article 2. 1 and Article 15 – Temporary Assistance (Transfers). This issue, proposed by the City, was withdrawn.

8. THE CRITERIA

a. Evidence & Exhibits

The Fact Finder is charged with considering all relevant and reliable information introduced by the parties in support of their respective positions on each issue. Each party submitted a prehearing position statement prior to the hearing in accordance with law. During the course of the hearing, each of the parties submitted evidence and exhibits. All were accepted and considered by the Fact Finder. The exhibits cited by the Fact Finder are set forth in the discussion portion of this report.

b. Factors Considered

In accordance with Rule 4117 – 9 – 5 (J) and Section 4117 (G) (7) the Fact Finder must and did, in fact, consider the following factors:

- a. Past collectively bargained agreements between the parties;
- b. Comparison of unresolved issues with other public employees and private employees doing comparable work;
- c. Consideration of factors peculiar to the area;
- d. The interest and welfare of the public;
- e. 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;
- f. The lawful authority of the employer;
- g. The stipulations of the parties;
- h. Other factors not listed above which are normally taken into consideration in the determination of issues submitted to mutually agreed dispute settlement procedures in the public service or in private employment.

9. DISCUSSION AND RECOMMENDATIONS

ISSUE NO. 6

ARTICLE 14, SECTION 8

LICENSING

CITY'S POSITION: This is a proposal by the City seeking to place time limitations on obtaining the necessary licensing for waste water and water operators from the Ohio Environmental Protection Agency.

UNION'S POSITION: The Union was against the adoption of this article claiming that the duties between Classes I, II, and III were similar and that the primary difference was that a Class III operator could sign reports and there was no need to further differentiate between the classes. The Union argued that the changes were unnecessary.

DISCUSSION: The current contract requires a Class I license not later the taking of four consecutive tests after beginning the job. The tests are administered by the Ohio EPA. This paragraph became effective with the onset of the newly expired agreement and apparently the plant has functioned during and prior to said time without being shut by Ohio EPA for improper licensing.

The testimony established that the duties required of Classes I, II, and III were similar- the chief difference being a Class III Operator can sign required reports. The current contract language provides the City with the necessary protection against an unlicensed operator performing work required to be performed by licensed operators per Ohio EPA. When taken together with its management rights the City is protected from being required to keep an unlicensed operator on its payroll indefinitely. Clearly, an operator who refuses to become licensed or an operator who does not become licensed after exhausting the testing procedures offered by the EPA need not be kept on that job. If another job is available in that department, he may be transferred. If another job is not available, he may be terminated. There is nothing in the contract requiring the City to retain an unlicensed operator in a position in which the state requires a license.

The Fact Finder believes that City is adequately protected and additional contractual language is unnecessary. Moreover, the City failed to establish that a problem in this area ever or currently exists. The testimony of the Union established that the present personnel is adequately handling this job. The 2009 changes are adequate.

RECOMMENDATION: The Fact Finder recommends against the inclusion of the new paragraph as proposed by the City.

ISSUE NO. 7(a)

ARTICLE 24, SECTION 8 (a new proposal)

SICK LEAVE- REGULATIONS ON USAGE

The parties reached an agreement on the changes sought by the City regarding Sick Leave usage. However, the City's proposal numbered the proposed paragraph as Section 8, presuming that the current Section 8 – Sick Leave Bonus would be eliminated from the new agreement as it requested, and replaced with the proposal.

RECOMMENDATION: The Fact Finder recommends that the new paragraph as agreed upon by the parties be numbered as Section 9 and that the disposition of this issue be read in conjunction with the disposition of Issue No. 7 (b) below .

ISSUE NO. 7 (b)

ARTICLE 24, SECTION 8

SICK LEAVE BONUS

CITY'S POSITION: The City proposes to eliminate the Sick Leave Bonus paid to unit members for the non-use of accumulated sick leave time. The city claim that the bonus system was an ineffectual method of controlling sick leave usage.

UNION'S POSITION: The Union was opposed to dropping the bonus system from the new agreement.

DISCUSSION: The bonus system was first incorporated into an agreement in the recently expired CBA. In 2009 the city paid \$3400 in bonuses and in 2010, \$5200 and in 2011, \$4700. Members earn a bonus of \$50 per quarter payable annually on or about January 1st.

The City argued that the bonus system was an ineffectual method of controlling sick leave abuses, but the members of this unit do not appear to have abused sick leave. Thus, it is difficult to establish whether the bonus system is an effective or ineffective method to control abuses. The bonuses were not broken down into the numbers of members receiving the benefit.

A bonus controlling use encourages the accumulation of sick time and also aids in limiting overtime when off-duty employees are called in to cover for employees who call in sick for their regular shifts.

It appears that the City's major complaint about retaining the bonus was bookkeeping and not abuse of use. This bonus is a negotiated contractual right and the City did not present either evidence of abuse nor extraordinary expenditure of manpower hours used in keeping track of sick leave usage. It appears that the bookkeeping time spent in tracking usage of sick leave is not enhanced by the terms of the bonus. It appears to be a relatively easy task to determine whether a person used sick leave during a particular quarter. If he did, he does not get a bonus. If he did not, he may be eligible for the bonus for that quarter. This bonus is only paid annually, so it is not as if the City. In any event, the expenditure in running this survey must have been foreseen when the bonus was included in the collective bargaining agreement. The City did not establish solid grounds for eliminating the bonus from the new CBA.

RECOMMENDATION: The Fact Finder recommends that the Sick Leave Bonus be retained in the new agreement since it is a product of a collectively bargained benefit. It should be numbered as Article 24, Section 8.

ISSUE NO. 7 (c)

ARTICLE 24 – APPENDIX J

SICK LEAVE TRANSFERS

CITY'S POSITION: The City proposed to eliminate the transfer of sick leave time on the basis of expense.

UNION'S POSITION: The Union opposed changes in this program and argued that it should be retained in the new agreement.

DISCUSSION: This program first appeared in the collective bargaining agreement in 2006. It apparently was adopted to assist members who run out of sick time during the course of an illness or injury and permits the transfer of sick time from one bargaining unit member to another bargaining unit member. The liability is booked at the rate of the person earning the time at that time. However, it is paid at the rate of the earner at the time it is used, and therein lies the potential for extra costs, but it is the same increase if the sick time is used by the employee who earned it.

The City could not point out a single incident of abuse and it appears that transfers were made on two occasions during the course of the past year. For purposes of argument, an employee, nearing retirement with an excess of accumulated sick time, could transfer time which he will lose at retirement, to a fellow employee short of hours and off work due to injury or illness since an employee can retire with a maximum of 960 hours, but the City failed to prove any abuse. (Art. 24, Section 2). The employee to whom the time is donated, must use it and cannot cash it in.

Sick leave is earned at the rate of 4.6 hours for each 80 hours of active paid status completed. (approximately 14.75 days per year based upon a 2,080 hour work year). In addition, overtime is paid at .0575 hours of sick leave for each hour worked. Employees are permitted to accumulate sick time in an unlimited amount. (Art. 24, Sec. 1).

The City is faced with the same financial problems in regard to the transssfer as it faces with the simple accumulation of the sick time hours. Sick time is booked at the hourly rate in effect at the time it is earned, but paid at the rate in effect at the time of its use, thereby increasing the City's costs, but the wages of this unit have risen so minimally over the past 3 plus years, that the Fact Finder cannot perceive of this as a problem.

The bookkeeping expenses remain the same and this clause does not add to them. Perhaps, the City is expressing its frustration with the concept of "sick time" and not with this particular clause.

Testimony established that transfers between employees occurred approximately 2 times during the

current contract and no one could advise as to the number of hours that were transferred between employees.

The overriding concern on the part of the City is the bookkeeping expense, but it was never proven that the transfer of time greatly increases the City's bookkeeping expenses.

Sick leave was established to compensate hourly employees who unlike salaried employees, are not paid for time missed and who may not be covered under Workers Compensation or other form of insurance. It is the opinion of the Fact Finder that sick leave benefits are personal to the individual earning them, and assisting a fellow employee in time of need is laudatory, but the transfer of rights was bargained over and contractually adopted, and the City could not establish abuse or misuse. The clause, therefore, should be retained in the new agreement.

RECOMMENDATION: The Fact Finder recommends retaining this "benefit" in the new agreement.

ISSUE NOS. 8(a), 8(b), 8(c), 8(d), and 8(e)

ARTICLE 31, SECTIONS 1 thru 6

UNIFORM ALLOWANCE

Issue 8(a)

CITY POSITION: The City sought to amend the entire article. It wanted to substitute the words "safety equipment" for "uniforms" in Section 1, eliminate Sections 2 and 3; and refer to employees in the street and cemetery department's as public works department employees and to establish liability for lost boots in Sections 4 and 5 and eliminate Section 6 in its entirety.

UNION POSITION: The Union agreed with the recharacterization of the street and cemetery department workers as "public works" workers but, on the whole, was opposed to other changes to current language.

DISCUSSION: Section 1- The changes sought by the City to this article actually constitute 8 sub issues. While it did not seek to recharacterize the cemetery and street department workers as public works workers in this section as it did in Section 4, the Fact Finder assumes that the City sought the same changes. In addition to substituting the word "safety equipment" in the place of "uniforms". While the Fact Finder does not have a problem with the City's recharacterization of the cemetery and street department workers as public works employees, provided of course that SERB approves of the change, very few other sought after changes made much sense.

Eliminating the word "uniforms" and substituting the words "safety equipment" is too confining since some of the workers are still furnished uniforms, and eliminating, without defining, could be misleading. The Union's suggestion was more practical.

Many of the agreements reached by the parties were done so during the fact finding session and not during the mediation session mediation, thus these resolutions were not noted as being resolved

through mediation. However, it is worded, the issues were resolved through agreement of the parties.

RECOMMENDATION: The Fact Finder recommends that the cemetery and street department workers be known in the new contract as "public works" workers and the words "safety equipment" be added immediately following the word "uniforms". This recommendation is made with the understanding that the parties will request SERB to make the necessary changes in the composition of the bargaining unit.

Issue 8(b)

CITY POSITION: The City sought to eliminate Section 2 of the current agreement.

UNION POSITION: The Union sought to retain present language.

DISCUSSION: The City offered to retain present language if the Fact Finder did not accept its proposal regarding Section 1. The Fact Finder recommended only a part of the City's proposal to Section 1. Moreover, the City provided no evidence as to the necessity of changing the terminology of this particular section.

RECOMMENDATION: The Fact Finder recommends that the current language in Section 2, be retained in the new agreement.

Issue 8 (c)

CITY POSITION: The City sought to eliminate Section 3 only if the Fact Finder recommended the changes sought to Section 1.

UNION POSITION: The Union sought to retain current language.

DISCUSSION: The proposal by the City was premised upon the recommendation of the changes it sought to Section 1. The Fact Finder recommended only a part of the proposal, thereby making retention of Section 3 necessary.

RECOMMENDATION: The Fact Finder recommends that Section 3 of the current contract be retained in the new agreement.

Issue 8 (d)

CITY POSITION: The City sought to make changes to Sections 4 and 5 regarding uniforms and shoes. The City sought to reclassify street department and cemetery workers into public works workers in Section 4 and to the mechanics and city hall maintenance workers in Section 5 also reclassified or renamed. The City also wanted the word "boots" added following the word "overalls" appearing throughout the Section 4. Lastly, the City sought to hold employees responsible for the loss of boots and overalls.

UNION POSITION: The Union agreed with the changes.

DISCUSSION: None necessary.

RECOMMENDATION: The shoe Finder recommends that the changes sought by the City to Sections 4 and 5 be Incorporated into the new agreement, provided, once again, that SERB issues a new letter of recognition.

Issue 8 (e)

CITY POSITION: The City propose to eliminate the vendor aspect of Section 6 and replace it with City provided work boots.

UNION POSITION: The Union did not object to the City providing the work boots, instead of a vendor chosen by the City.

DISCUSSION: The City, in an attempt to save money, decided to act as its own supplier for work boots. The current contract permits the employees in city Hall maintenance, mechanics, street department and cemetery, water and waste water employees to purchase a single pair of work boots, at a cost of up to \$150 from an approved vendor.

Unfortunately, the City did not provide any facts to establish the efficacy of its proposal. Neither side suggested that a "uniform allowance" be written into the agreement. From the testimony adduced at the hearing, it appears that the uniform and shoe allowance has been eroded over the years, but the workers appeared to be accepting of the proposal to having the City furnish them with the necessary clothing and boots.

However, eliminating Section 6, without adding appropriate language to Section 1 will not solve problems associated with replacement and repair of damaged items. Neither side produced language appropriate for the new contract.

Section 6 is no longer necessary since the City will now furnish the necessary boots and uniforms.

RECOMMENDATION: The Fact Finder recommends that Section 6 be removed from the new agreement.

ISSUE NO. 9

ARTICLE 32, SECTIONS 1 and 1 (a)

VACATION

UNION POSITION: The Union sought to extend vacation rights to regular part time workers.

CITY POSITION: The City opposed extending vacation benefits to part-time employees.

DISCUSSION: The present contract specifically excludes part-time workers from vacation benefits. In general, benefits are limited to full-time employees. The City employs 2 regular part time employees whose employment extends before 2009, the first year of the recently expired contract. In

support of its position, the Union cited Newark and Cambridge as cities extending vacation benefits to part-time employees. On the other hand, the City used Coshocton County as an example of an employer limiting vacation benefits to full-time employees.

Neither party was able to establish when part-time employees were first excluded from vacation benefits or whether they ever received any benefits. Part time employees are members of the bargaining unit and excluding them from benefits payable under this agreement seems to be discriminatory, and not originally based on any economic necessity.

Unfortunately, neither side produced evidence of the costs if vacation benefits were extended to the two part-time employees. These employees are not seasonal. hey simply work less than the standard 40-hour work week.

There was no suggestioin that the City was intending to increase the number of part-timers at the expense of full-timer employees to avoid payment of vacation and other benefits. In light of the financial condition of the City, it is more likely that employment numbers will remain stable or decrease rather than increase the numbers. There was, however, sufficient evidence offered by the Union to conclude that extending vacation benefits on a prorata basis to part-time employees is fair and reasonable and would not constitute an unreasonable burden on the City's already burdened finances in light of the fact that there are only 2 part-time employees entitled to those benefits.

The Cambridge contract seems to cover the recommendation. The same contractual language may be used in the new agreement.

RECOMMENDATION: The fact Finder recommends that vacation benefits be extended to part-time employees on a pro rata basis.

ISSUE NO. 10

ARTICLE 34

WAGES

UNION POSITION: The Union is seeking a 5% wage increase for each year of the new agreement.

CITY POSITION: The City countered by offering a 1% per year wage increase.

DISCUSSION: A review of the wage structure discloses that the members of this unit have been under a wage freeze for the last three years. If one were to consider the reduced OPERS pickup, the members suffered a loss of over 3% over the life of the expired contract.

The expired agreement also contains a single payment of between \$200 and \$400 for EPA licensed water and waste water operators, this payment is not extended to other departments. The City's offer did not include abolishing this payment and the Fact Finder is of the opinion that they should remain in the new agreement.

The wage structure is below that paid in neighboring areas (New Philadelphia, Dover, Massillon, and Urichsville) (See Union Exhibit 8). The SERB benchmark report for 11 waste water plant operators discloses that Coshocton ranks 9th out of 11th for wastewater plant operators and 8th out of 8 for water treatment plant operators. (SERB Benchmark Report dated June 18, 2012 – Union Exhibit 8). It fares no better when comparing laborers and maintenance repair workers. While these rankings are somewhat skewed due to the 7% OPERS pension pickup currently in effect, but factoring in the 7% into the top level wage, the City is still in 8th place for water treatment plant operators and drops from 8th place in entry level wages to 9th out of 11th in top level wages for wastewater plant operators. The City uses only two levels whereas some cities use multiple levels.

The City is in the midst of a continuing economic crunch and the Union produced no evidence to prove otherwise. On the other hand, the Union's approach seemed to be almost conciliatory in appreciating the the City's plight.

The City is apparently paying its debts in a timely fashion with the exception of its debt owed to the Ohio Water Development Authority and there was no evidence that the State has threatened to step in. The shortfall projected for 2013 is the key and if, in fact, the shortfall comes to fruition, the City will have an additional financial problems.

The budget information discloses that actual general fund revenues fell by almost \$400,000 between 2010 and 2012 and that an additional loss of over \$200,000 is estimated for 2013. (See City Exhibit D) The City has estimated a loss of \$73,000 in 2012 and a loss of \$550,000 for 2013. The elimination of local government funding from the State largely contributed to the expected shortfall.

The members of this unit have been operating under a three-year wage freeze. The offer does not keep this unit's heads above water. There was no evidence of additional economic activity in the area which would increase tax collections.

Ohio trails the country in cumulative economic growth by almost a full percentage point, and while it's manufacturing capacity increased by over 17% in the past two years, its industrial output had fallen nearly 30% between 2007 and 2009 which means it is still 13% lower than 2007 levels.

Wages have remained stagnant and the cost of living has risen, less than 2% this period, but by over 3 1/2% the previous year (See Cleveland Plain Dealer, Monday, October 15, 2012 and Tuesday, October 16 – editorial page). So while this unit's wages remained stagnant, their cost of living has gone up by about 5%.

The 5% wage demand amounts to \$.69 per hour or \$1,435.20 per employee (\$57,408 per year for the entire unit) in each year of the 3- year new agreement, not extremely large is considering only the numbers, but overwhelming in light of a shortfall of over \$500,000. Nevertheless, the Fact Finder is inclined to provide some relief to this unit.

The City argued that its proposal is fair when the type of work performed by this unit is taken into consideration. The fact Finder cannot judge the skill level required by these jobs. Some of the jobs

require EPA licensing, others likely require the operation of heavy equipment. This unit performs services which help make this City livable and the current wage scale is constrained by the financial condition of The City.

Considering all of these circumstances (three-year wage freeze and loss of 3% of the pension pickup, increased costs of medical insurance) the Fact Finder still cannot recommend the Union's wage proposal- out of consideration of the City's financial condition. Furthermore, the City would reject a 5% increase out of hand and this unit is not entitled to conciliation . Moreover, statewide wage increases are averaging between 1% and 2% , but the report is average wage increase and does not give consideration which, if any contracts, were preceded by freezes.

During this hearing neither side mentioned an increases in taxes or new revenue sources, other than the, as yet, unrealized possibility of using the water sewerage treatment plant to treat the run-off waters from a private landfill.

The City claimed that the same 1% wage offer was given to and accepted by the non-union employees and that the firefighters were going to get the same offer as given herein. The Fact Finder was not given information on the wage structure of the non-union employees and firefighters and could make no comparison between those units with surrounding cities. The acceptance of the offer by the nonunion employees does not establish a pattern for bargaining purposes.

In determining the issue of wage increases, the Fact Finder could recommend a one year increase with a one or two year reopener but the recently expired contract had an economic reopener provision, which also provided for binding arbitration (Article 34, Section 2) and neither side appears to have requested a reopener . Economic conditions have battered, and are, at least similar, if not worse, than the 2009 conditions that prompted the freeze and give back on pension contributions. A three-year contract with definite increases is, in the opinion of this Fact Finder, the only practical manner in which to deal with this situation and in delaying the larger increase by one year, gives the City additional time within which to arrange for the necessary financing, ie. added income or new real estate taxes through a new levy. There is also a possibility that the State will restore local government financing as its budgetary problems subside.

RECOMMENDATION: The Fact Finder recommends a wage increase of 1% for the first year of the new contract retroactive to July 1, 2012 and a 2% increase per year for each of the remaining 2 years of the contract. No changes should be made to the license compensation section.

ISSUE NO. 11

ARTICLE 36

PENSION PICKUP

CITY POSITION: The City proposed to eliminate the pension pickup for the members of this unit and

replace it with a 7% wage increase.

UNION POSITION: At first, the Union was opposed to any changes in the pension pickup, but during the course of the hearing, counter proposed that the pickup be reduced to 4.67% effective August 1, 2012 and to 2.34% effective July 1, 2013 and eliminated effective July 1, 2014, but all employees hired after August 1, 2009 would pay the entire employees pension contribution share [See Union Exhibit 11]. The Union argued that the two year transition would ease the burden upon the workers.

DISCUSSION: The pick-up has been included in this unit's labor agreement for 25 or more years. It was bargained into the contract and constitutes a valuable benefit. Thus, the bargaining history between the parties clearly favors retaining the benefit.

Exchanging the 7% pickup for the 7% wage increase is not an equal exchange, since the employees will have to pay federal, state and local income taxes and also pay 10% for their share of the OPERS contribution. Thus the unit will actually experience a lowering of their incomes under the exchange.

The immediate benefit to the City is also questionable, unless, of course, the pension contribution is expected to be raised by OPERS and the City would have to pay its share, plus the Unions current 7% and whatever increase is so ordered by the Board.

A comparison with other public employers, discloses that many still provide for the pickup in either the same or greater percent as in this agreement and the reviewed contracts indicate that AFSCME also represents those workers.

The Union's counteroffer can only be interpreted as signifying the willingness of the unit to accept a relinquishment of the pickup, over time, and replace it with a raise. The Union's proposal was unclear whether the City's 7% wage increase was to be immediately implemented in its entirety or incrementally over the transitional period. The City stood opposed to a transitional implementation, and would likely be opposed to folding into the counterproposal the fall 7% wage exchange rate. Economically, it is difficult to perceive of the benefit that the members would reap if not for the immediate inclusion of the entire 7% wage increase.

However, a benefit to the members in accepting the 7% increase would be an increase in monthly pension retirement benefits, but a \$2400 raise over the next three years is subject to OPERS calculations.

In view of the fact that the Union signified its willingness to exchange the pickup for a wage increase, albeit over 2 years, the Fact Finder will disregard the bargaining history between the parties and recommend the City's offer.

RECOMMENDATION: The Fact Finder recommends the adoption of the City's offer of exchanging the pension 7% pickup in return for a 7% wage increase, effective January 1, 2013. The hourly wage schedule in Article 34 of the new agreement shall reflect both the 1% recommended raise as well as the 7% increase due to the exchange of the pickup for a wage increase.

ISSUE NO. 12

ARTICLE 37

HOSPITALIZATION

CITY POSITION: The City proposed numerous changes to the present hospitalization insurance benefit to bring it in line with the benefit paid to nonunion employees.

UNION POSITION: The Union countered the City proposal by reducing the City's proposal regarding network deductible, network out of pocket, non-network deductible, non-network out of pocket, non-network coinsurance and office visit co-pays.

DISCUSSION: In an effort to stem rising hospitalization insurance costs the City proposed moderate changes to the existing plan. The proposal included raising deductibles, both network and non-network, out-of-pocket, network and non-network, non-network coinsurance and office visit co-pays. The Union provides vision exams, life insurance, disability insurance and hearing insurance for which the City pays AFSCME \$48.75 per employee per month. No changes were proposed to that coverage. The city established a four tier coverage system, instead of the current two system. The new proposal has a four tier coverage and is broken down into (1) the employee, (2) the employee and children, (3) the employee and spouse, (4) family (which includes the employee, spouse and children). In addition to increasing limitations and co-pays was the ineligibility of the employee's spouse if the spouse is covered under an employer sponsored medical insurance plan. There was the question whether the spouse would be entitled to claim benefits under this policy in the event that the spouses coverage is less than the plan herein. The Union appeared to accept the spousal exclusion, but objected to the various deductible and co-pay increases as well as the City's refusal to be bound to the 10% employee contribution beyond 2013. After 2013 the cost to the employee would be at market, depending upon the increases in hospitalization insurance received from the insurance carrier. The Fact Finder interpreted the City's position as meaning it intended to pay, in the future, the same rate, 90%, that it offered to pay under the terms of its proposal with the members paying the remainder of the premium. In other words the City's share would be frozen at the levels either now in effect or with the effective date of the new policy. Increases are to be expected- the only unknown factor is the amount of those increases.

As long as employees continue to demand traditional type coverages under the terms of medical insurance policies, the costs are going to continue to increase. No longer is hospital insurance used for major medical expenses, but now extend to office visits and a myriad of tests and other medical procedures. As long as that type of service is demanded, costs will continue to increase and employees must be prepared to bear their share of the costs for these services.

The proposed 4-tier system will provide some relief, particularly if the spouse of a unit member is covered by an employer sponsored plan, but the employee whose spouse is unemployed and who has children covered under the policy will experience a dramatic increase in hospitalization insurance-

almost \$300 per month more than the existing 2 tier family plan.

The costs in the City's offer (Union Exhibit No 12 and City's Exhibit F) are based on the current contract which will expire shortly. The Union's counter offer, was not costed out and the Fact Finder could not make a reasonable comparison of the costs. Thus, the Fact Finder cannot recommend the Union's counter-proposal.

The Fact Finder is also reluctant to make hospitalization insurance subject to a reopener.

Capping employee costs at 10% during the first year appears to be reasonable in light of the increases in deductibles and co-pays and office visits, particularly when considering the modest wage increase as recommended and the prior three-year wage freeze as well as the OPERS reductions. But the Fact Finder is unable to recommend a 10% cap for the second and third years of the agreement. Likewise, the Fact Finder cannot recommend the City's proposal that no cap be placed on the latter to years. In light of the City's financial condition, the Fact Finder is of the opinion that such costs be capped at 11% and 12% with the City paying the remainder of the premium. The Fact Finder is cognizant of the fact that the contract will expire prior to the expiration of the term of the City's hospitalization insurance premium, but the recommendation is, nevertheless, made.

The City also proposed that it have the flexibility to make changes in the hospitalization coverage after December 31, 2013 provided that those changes apply, also, to nonunion workers. The Fact Finder is not against permitting the City this flexibility and permit the City to change carriers or to make such other changes that do not impact the coverages or costs, during the term of the new agreement unless the Union agrees to them in a separate Letter of Understanding signed by both parties hereto.

Agreeing to a one-sided proposal as requested by the city would place the employees at too great disadvantage. Of course, the parties could form a medical insurance committee to discuss any changes to the coverage or costs of medical insurance and to arrive at an acceptable solution.

RECOMMENDATION: It is the recommendation of the Fact Finder that the City's proposal regarding hospitalization insurance be adopted with the exception of capping the employee's costs 10% during the first year and 11% during the second year and 13% during the third year. The City is also given the flexibility to change carriers and to make such other necessary changes unilaterally, as long as the changes do not lessen the coverages or increase the costs to the employees.

ISSUE NO. 13

ARTICLE 50

LONGEVITY

CITY POSITION: The City is seeking to eliminate longevity pay for the members of this unit.

UNION POSITION: the Union seeks to retain longevity and the present language of the contract.

DISCUSSION: The City wants to remove longevity pay from the collective bargaining agreement and

cites the cost as the reason therefor. Once again this is a bargained benefit, the length of which predates the knowledge of the participants in this hearing. The history of bargaining between the parties favors retention of this benefit.

Longevity pay seems to be centered in public employment and, likely was used to camouflage pay increases, albeit rather minimally. For years, longevity pay was seen as a nontaxable benefit, but that is no longer the case and such benefits are and have been fully taxable.

Neighboring public employers still retain this benefit in their contracts. Newark pays longevity on an hourly basis added to the employees compensation. It ranges from a low of \$.31 per hour to \$.60 per hour or between \$644 and \$1,248 per year. Dover's contract contains longevity benefits. Cambridge's contract calls for between \$16 and \$48 per pay period, depending upon length of service and New Philadelphia requires a monthly payment. (See Union Exhibits 13, 14 and 15). This City's longevity benefit is among the lowest of those referred to above. The City provided no overall cost figures to justify the removal of this benefit from the new agreement.

Financial conditions cannot be used to hack away at all benefits that this unit has acquired over the years. This benefit has been incorporated into the agreement for a considerable length of time and the Fact Finder cannot simply continue to recommend the wholesale givebacks demanded by the employer. These employees have made significant financial concessions and they cannot be expected to continue on this road. Admittedly, overtime hours accumulated by many members of this unit, particularly in the water treatment and sewer departments, increase the gross, but these men are also working more time than the standard work week. See Exhibit 8(a).

RECOMMENDATION: The Fact Finder recommends that the longevity clause be retained in the new agreement.

ISSUE NO. 17

APPENDIX H

ROTATING LIST

CITY POSITION: the City sought changes in the Letter of Understanding regulating the assignment of overtime hours to prevent overtime abuses.

UNION POSITION: The Union wanted to retain current language.

DISCUSSION: the current distribution of overtime in the water and wastewater departments is governed by a Letter of Understanding dated January 2004. The members involved who appear to be in charge of the distribution of overtime hours have a working knowledge of its application. The men appear to understand how the assignment works and the City could not point to any abuses. The Fact Finder is unfamiliar with the method and reading of Appendix H offers little guidance in

understanding it. The involved employees understand how the list works, and since the City could point out no abuses. No grievances have been filed over its application. The City's proposal is not recommended.

RECOMMENDATION: it is the recommendation that the current language in Appendix H be retained in the new agreement.

ISSUE NO. 18

APPENDIX K

UNION POSITION: The Union is seeking to extend benefits to part-time employees.

CITY POSITION: The City desires current language excluding part-time employees from benefits under the agreement be retained.

DISCUSSION: This issue is similar to Issue No. 9 in which the Union sought vacation benefits for part-time employees.

Currently, there are 2 part-time employees eligible to receive vacation time. Appendix K seems to be nothing more than a reaffirmation of the denial of benefits to part-time employees, but part-time employees are a part of this unit and are Union members.

The City could point to no reason except economic, to continue this exclusion. The financial impact for extending all contractual benefits to the two eligible part-time employees on a pro-rata basis will not outweigh the benefits to covering the part-time employees.

Under this recommendation, benefits would depend upon the average number of hours worked by each part-time employee. In other words if the employee works half of the hours normally worked by full-time employees, the part-time employee would receive half of the vacation benefit or half of the longevity and half of the hospitalization benefit. In addition, they would be entitled to a tradeoff of the OPERS pickup for a 7% wage increase. If the City is not making a 7% OPERS contribution on their behalf, then they would not be entitled to the 7% wage increase, but would be entitled to the 1-2-2 wage increase as proposed above. If benefits are extended to part-time employees, then Appendix K would be repetitive and no longer needed in the new agreement.

RECOMMENDATION: It is the Fact Finder's recommendation that all benefits be extended to part-time employees on a prorated basis and Appendix K be removed from the new contract.

Respectfully submitted,

I. Bernard Trombetta, Fact Finder

October 30, 2012

SERVICE

A copy of the foregoing report was served upon Timothy Cowans, Attorney, 50 W. Broad Street, Suite 2500, Columbus, OH 43215-5914 and Louis J. Maholic, Staff Representative, AFSCME, Ohio Council 8, 1145 Massillon Road, Akron, OH 44306-4161 on this 30th day of October 2012 by ordinary U.S. Mail.

Issue No. 1

Proposed Date: 5/23/12

**ARTICLE 10
CORRECTIVE ACTION**

Section 1. Bargaining unit employees shall only be disciplined for just cause and no employee shall be reduced in pay or position or job, suspended or removed, or otherwise disciplined except for reasons of incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, or failure of good behavior.

Section 2. Where applicable, when the City applies disciplinary or corrective measures, the following ~~corrective-progressive~~ procedure shall ~~follow the Personnel Policy Manual existing as of the effective date of this contract~~ *follow the Personnel Policy Manual existing as of the effective date of this contract, except where in conflict w/ the CBA* *folloing remain* ✓

The progressive disciplinary steps shall be:

1. ~~Verbal reprimands~~
2. ~~Written reprimands~~
3. ~~Suspensions~~
4. ~~Discharge~~

If the Employer has reason to discipline an employee, it shall be done in a private businesslike manner in order to avoid embarrassing the employee before other employees or the public. The employee shall acknowledge receipt of the disciplinary action taken.

~~Where the Personnel Policy Manual calls for progressive discipline, such progressive discipline shall normally consist of verbal reprimand, written reprimand, suspension, then discharge. The parties recognize that certain offenses, including but not limited to those described in Article 10.4.A, are subject to more serious discipline, up to discharge, even for the first offense.~~ *including and for* ✓

An employee who is requested to meet or confer with a supervisor and who reasonably believes that disciplinary action may result from the meeting, may have his Union steward attend with him.

EMPLOYER

Timothy S. G...

UNION

J. J. Mahab
8-30-12

ARTICLE 10. Section 4.A.

Issue No 2

Certain offenses, constituting gross misconduct, are serious enough to warrant immediate discharge without regard to previous reprimands or discipline. Such serious offenses include, but are not limited to the following:

1. ~~Theft or reckless damage of property of the City or another employee;~~
2. ~~Insubordination towards management personnel, or the uttering of threatening, or abusive language to the public, fellow employees or management;~~
3. ~~Intoxication, working under the influence of alcohol or an illegal or unprescribed controlled substance, or conviction for the sale of any illegal controlled substance at any time;~~
4. ~~Falsification of any City records or employee records;~~
5. ~~Violating provisions of workplace violence;~~
6. Sick leave abuse and/or fraud;
7. Absence without leave or notice;
8. Excessive tardiness (defined as more than five (5) occurrences in a 12 month period with the employee receiving notice upon incurring 4 occurrences and may receive progressive discipline after two occurrences);
9. Excessive absenteeism defined as more than 8 occurrences of absence within a twelve (12) month period ~~even if the absence otherwise qualifies for sick leave~~

~~An occurrence of absence is defined as an absence of part of, or of one or more consecutive scheduled or call-in work days, not covered either under FMLA, Funeral Leave, Workers' Compensation temporary total disability, or pre-approved vacation. An employee shall receive notice and may receive progressive discipline upon incurring 6 occurrences.~~

before being given more serious discipline consequences of excessive absenteeism work related injury,

Union

City

[Signature]

2-20-18

[Signature]

Tina S. Gura

Issue 2 (A)

art 24(s) - new section

work. In the event no immediate supervisor is available, then the employee shall report to the person responsible or in charge.

~~Section 4. Sick Leave Bonus. The City agrees to pay members of the bargaining unit \$500 dollar (\$500) per quarter if the member does not use any sick leave. This shall be a one-time payment per year and shall be paid on or before the 15th of January.~~

Section 3. Sick Leave Regulations on Usage

An employee who is absent due to a qualifying reason must report the absence to the Employer as soon as it is known but no later than the beginning of the shift or prior to reporting off sick while on duty. In order to qualify for use of paid sick leave, the employee must complete a sick leave application form. If the injured or ill person required medical attention, a licensed physician's certificate stating the nature of the illness must be attached to the application. Before an absence may be charged against accumulated sick leave, the Employer may require such proof of illness, injury or death as may be satisfactory to him. The Employer may also require the employee to be examined by a physician designated by the Employer at the Employer's expense. Falsification of a physician's certificate or signed statement to justify the use of sick leave shall be considered a serious offense of gross misconduct. The performance of other work for hire, including self-employment, on a day requested for sick leave shall be considered a serious offense of gross misconduct. Abuse or patterned use of sick leave will be grounds for disciplinary action, up to and including discharge. Patterned use includes but is not limited to repeat usage on the first and last day of the work week, and the days before and after holidays and vacation. ~~[The use of sick leave even if approved shall subject the employee to an occurrence of absence under the Disciplinary Procedure.]~~

during
normal
work
hours

delete

UNION

[Signature]
8-30-12

EMPLOYER

Tunney & Co

ARTICLE 10

Issue No 3

Section 5. Records of verbal reprimand shall cease to have force and effect one (1) year after effective date, written warnings after ~~two (2) years~~ ^{18 months}, and suspensions after ~~three (3) years~~ ^{2 years}, so long as the employee has no further discipline during that period. ~~Records of verbal and written reprimands shall cease to have force and effect and be removed from active personnel files one (1) three (2) years after their effective date, providing there is no intervening disciplinary actions taken during this time period. All records of other disciplinary action shall cease to have force and effect and shall not be considered in any future disciplinary matters two (2) years after their effective date, providing there are no intervening disciplinary actions taken during that time period.~~

Section 6. If a bargaining unit member disagrees with any suspensions or termination disciplinary action taken, he may appeal the action through the use of the grievance procedure beginning at Step 3 by the employee or the Union.

Section 7. If a holiday observed by this Agreement occurs during a period of suspensions, the holiday shall be considered as one of the suspension days provided for in the disciplinary action and pay for such day will be forfeited.

Union

Atty

Y. J. Mahab
8-30-12

Timothy E. Green

Issue 4 (a)

137(b)
Loss of Seniority: An employee shall lose his seniority within the City for any of the following reasons:

1. Failure to return from leave of absence at termination of approved leave.
2. Discharge for just cause.
3. Voluntary quitting or retirement.
4. Failure to respond to recall notice.
5. Layoff in excess of twenty-four (24) months of a permanent employee.

Section 7. Any bargaining unit employee who hereafter is promoted or transferred to a job outside of the bargaining unit shall retain such bargaining unit seniority as is provided in this agreement, but he or she shall not accumulate additional bargaining unit seniority after the date of said promotion or transfer.

If the Employer should return an employee to a job within the bargaining unit with a one (1) year period, his or her name shall be restored to the bargaining unit seniority list with seniority to be determined according to Section 7 of this article.

delete
Section 7b. Current employees: All current employees will retain seniority in their current department. Any Utility Distribution employee that possesses a dual license (water and wastewater) will have seniority in both departments as per the date of receiving their license.

New hires: Any new hires without a license will receive seniority in the Water Department while in training. New hires will be required to obtain the Water distribution License first.

Any new hire with a license will receive seniority in the department or departments that a license is held as the date he or she was hired.

ARTICLE 14 VACANCY AND PROMOTIONS

Section 1. The parties agree that all appointments to positions/classifications covered by this Agreement, other than the original appointments from eligible lists, shall be filled in accordance with this Article.

Section 2. Whenever the Employer determines that a permanent vacancy exists, a notice of such vacancy shall be posted on the employee's bulletin board for five (5) working days (Appendix "A"). During the posting period, anyone wishing to apply for the vacant position shall do so by submitting a written application to the Employer (Appendix "B"). The Employer shall not be obligated to consider any application submitted after the posting date or who do not meet the minimum qualifications for the job.

Union
[Signature]

Employer
[Signature]

Issue 4 (b)

Union
J. Mahori

Employee
Tom

8-30-10
ARTICLE 15

TEMPORARY TRANSFERS

Issue 30
Art 15

The Union and the Employer recognize the operational need to reassign personnel on a short term basis to meet the needs of the City.

For reasons such as absenteeism, equipment failure, vacations, sick leave, and snow emergencies, City personnel may be reassigned as needed.

Employees so assigned will receive the base rate of the position so assigned or their own rate, whichever is higher, for all hours worked in the temporary position.

This clause shall not be used or interpreted to avoid the payment of entitlement of overtime.

No experience or training gained while assigned for a temporary transfer shall qualify an employee to fill a vacancy pursuant to Article 14.

ARTICLE 16
LAYOFF AND RECALL

Section 1. When the Employer determines that a layoff for reasons of lack of work, or lack of funds, or for the reorganization of departments is necessary for economy and efficiency, the Employer shall notify the affected employee by written notice no less than fourteen (14) days in advance of the effective date of layoffs, with a copy forwarded to the Union President or his designee. The Employer, upon request from the Union, agrees to meet and review and discuss with representatives of the Union, the effect of the layoff.

Section 2. The Employer shall determine in which classification(s) and which work selection(s) layoffs will occur. Within each affected classification, employees will be laid off in the following order:

- A. Temporary employees.
- B. Student, seasonal, or casual employees.
- C. Part-time.
- D. Probationary employees.
- E. Permanent employees in the inverse order of their seniority as defined by this Agreement, *except that employees with licenses with license as a requirement for their position are not*

Section 3. An employee affected by layoff or who receives a layoff notice shall have the right to exercise his seniority as follows:

A. The reduction in force procedure permits employees to first displace within their own classification, second within their class series, and last within any other classifications in which

* subject to displacement by a non-licensed employee
or be subject to lay-off if the lay-off occurs in a department
other than a department in which the employee is currently working

No Agreement
Bonus

Issue 7(b)
Sec 8 Bonus

work. In the event no immediate supervisor is available, then the employee shall report to the person responsible or in charge.

~~Section 2. Sick Leave Bonus. The City agrees to pay members of the bargaining unit fifty dollars (\$50.00) per quarter if the member does not use any sick leave. This shall come in a one time payment per year and shall be paid on or before the 15th of January.~~

Section 3. Sick Leave Regulations on Usage

Issue 7(a)

An employee who is absent due to a qualifying reason must report the absence to the Employer as soon as it is known but no later than the beginning of the shift or prior to reporting off sick while on duty. In order to qualify for use of paid sick leave, the employee must complete a sick leave application form. If the injured or ill person required medical attention, a licensed physician's certificate stating the nature of the illness must be attached to the application. Before an absence may be charged against accumulated sick leave, the Employer may require such proof of illness, injury or death ~~as may be satisfactory to him~~. The Employer may also require the employee to be examined by a physician designated by the Employer at the Employer's expense. Falsification of a physician's certificate or signed statement to justify the use of sick leave shall be considered a serious offense of gross misconduct. The performance of other work for hire, including self-employment, ^{dur-ing normal work hours.} on a day requested for sick leave shall be considered a serious offense of gross misconduct. Abuse or patterned use of sick leave will be grounds for disciplinary action, up to and including discharge. Patterned use includes but is not limited to repeat usage on the first and last day of the work week, and the days before and after holidays and vacation. ~~The use of sick leave even if approved shall subject the employee to an occurrence of absence under the Disciplinary Procedure.~~

Union

City

Louis F. Makahi
9-19-012

Timothy E. Gane

Issue 14

ARTICLE 51 - DURATION OF AGREEMENT

Section 1. This Agreement shall be effective as of the **1ST day of August, 2009 2012** and shall remain in full force and effect until the **31st day of July, 2012. 2015.**

Section 2. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no later than sixty (60) calendar days prior to the expiration date of this Agreement.

Section 3. In the event either party desires to terminate this Agreement, written notice must be given in compliance with existing law, to the other party not less than ten (10) days prior to the desired termination date, which shall not be before that last effective date of the Agreement as set forth above.

For the Employer:

Date: _____

For the Union:

Date: _____

Agree to a new 3 yr
CBA Commencing July 1, 2012

Tu G

EMPLOYER

J. Mahabhi

8-30-12

15

--/Deputy Vital Statics Registrar
Director of Environmental Health --
--/Public Information Officer (PIO)
--/Ohio Public Communication System (OPHCS)--
--Coordinator
Public Works Director
Public Works Assistant Director
Custodian

Deputy Auditor
Clerk
Utility Department Secretary

Section 2. The employer agrees that welfare workers shall not be assigned nor permitted to perform bargaining unit work.

The parties shall notify SERB
of the changes to the recognition
clause

amm

Arby

RP Mahab
9-19-012

Th L

15
Proposed Date: 5/23/12

APPENDIX "D"

OPERATIONS GROUP

~~STREET DEPARTMENT~~ PUBLIC WORKS

~~Street Maint. Worker 3~~
Street Maint. Worker 2
Street Maint. Worker 1
Sign Maintenance Worker
Maintenance-Mechanic
Maintenance-Facilities ~~Repair Worker~~
Maintenance-Electrician
Cemetery Supervisor
Cemetery Worker
Public works Administrative Assistant

WATER DEPT/DISTRIBUTION

Water Treat. Plant Operator
Water Distribution Worker
Water Meter Service Worker
Water Meter Reader
Water Distribution Worker I and II
Water Treatment Plant Operator I, II and III

CITY HALL

~~MAINT.~~

~~Maint. Repair Worker~~
~~Payroll Clerk~~
~~Parking Meter Attendant~~
~~Utility Department Secretary~~
~~Parking Enforcement Attendant~~
Custodian

WASTEWATER DEPT/SEWERLINE

Wastewater Treatment Plant Operator
Water/Sewerline Maintenance Worker
Wastewater Treatment Plant Operator I, II
and III
Water/Sewerline Maintenance Worker I
and II

Utility Billing Collection Clerk
Clerk (Health Department)
Utility/Billing & Meter Supervisor

POOL

~~Street Maintenance Worker I~~
~~Sign Maintenance Worker~~
~~Cemetery Worker~~
Laborer

~~CEMETERY DEPARTMENT~~

~~Cemetery Supervisor~~
~~Cemetery Worker~~
~~Cemetery Secretary~~

Union
Agreed to City
8.19.013
85

Issue 17

FF

Proposed Date: 5/23/2012

APPENDIX H

LETTER OF UNDERSTANDING

Distribution of Overtime - Water and Wastewater Treatment Plant Operators

1. It is agreed and understood ~~shift covers shift~~ on all vacations including 1-2-3-4 days. All ~~other overtime~~ including vacation, personal days, sick leave, etc., shall be covered by low employee on rotating overtime list.

A. ~~Shift A covers vacation for Shift B.~~
~~Shift B covers vacation for Shift A.~~
~~Shift C covers vacation for Shift D & E.~~
~~Shift D covers vacation for Shift C & E.~~
~~Shift E covers vacation for Shift C & D.~~
2. All vacation overtime will be recorded on the rotating overtime list. Any vacation overtime, refused by the employee will be charged against the employee on the rotating overtime list.
3. ~~It is agreed and understood that overtime Distribution, pursuant to number 1 above, will result in unequal overtime between participating employees on an annual basis.~~

FOR THE EMPLOYER

FOR THE UNION

/s/ Timothy A. Turner

/s/ Lois J. Michael

/s/ Michael Zeigler

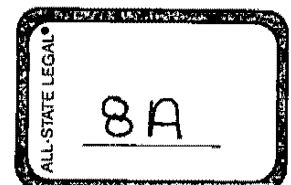
/s/ Gino Carbenia

Date: 01/07/04

Date: 01/07/04

2009-2010-2011
Gross Wages
Prepared by:
Sherry A. Kirkpatrick
City Auditor

Judith Clement	Water Office	\$ 27,314.04	\$ 25,412.97	\$ 25,748.20
Rebecca Dobson	Water Office	\$ 26,967.03	\$ 25,818.18	\$ 26,342.41
Jason Brock	Water Treatment	\$ -	\$ -	\$ 3,780.80
Terry J. Foster	Water Treatment	\$ -	\$ 884.50	\$ -
Terry L. Foster	Water Treatment	\$ 44,029.44	\$ 41,198.82	\$ 42,398.72
Tyler Darr	Water Treatment	\$ 55,240.80	\$ 47,359.90	\$ 52,328.83
Ronald Dorohoff	Water Treatment	\$ 53,119.44	\$ 51,962.18	\$ 19,058.52
Michael Honnold	Water Treatment	\$ 47,063.82	\$ -	\$ -
Tyler Kobel	Water Treatment	\$ -	\$ -	\$ 15,334.56
Larry Michael, Jr.	Water Treatment	\$ 52,417.28	\$ 43,237.08	\$ 48,780.60
Thomas Raber	Water Treatment	\$ 41,799.42	\$ 38,300.22	\$ 43,337.83
William T. Randles	Water Treatment	\$ 41,050.36	\$ 37,329.13	\$ 34,708.71
Skylor Dennis	Water Treatment	\$ -	\$ -	\$ 1,272.80
Christina Winegar	Water Treatment	\$ 2,140.00	\$ 14,430.00	\$ 15,230.00
Joshua Young	Water Treatment	\$ -	\$ -	\$ 5,542.92
Ronald Brown	Water Distribution	\$ 41,855.92	\$ 37,081.85	\$ 39,627.65
Joseph Boring	Water Distribution	\$ 36,745.60	\$ -	\$ -
Richard Beck	Water Distribution	\$ 39,730.30	\$ 37,384.32	\$ 37,593.48
Anthony Celeschi	Water Distribution	\$ 32,881.12	\$ 33,189.47	\$ 33,668.19
Cortes Guthrie	Water Distribution	\$ 36,767.60	\$ 33,633.20	\$ 35,377.44
Chad Hains	Water Distribution	\$ 37,800.00	\$ 35,200.10	\$ 36,400.00
Scott Madison	Water Distribution	\$ 40,189.63	\$ 35,349.67	\$ 36,695.17
Daniel Moody	Water Distribution	\$ 41,482.34	\$ 39,737.14	\$ 41,072.98
Larry Arnold	Sewage	\$ 60,248.04	\$ 51,377.86	\$ 55,660.98
Jared McFarland	Sewage	\$ 54,866.23	\$ 45,388.00	\$ 47,377.89
Cole Tharp	Sewage	\$ 1,353.32	\$ 37,900.57	\$ 27,588.11
Ronald Sheneman	Sewage	\$ 50,922.06	\$ 41,938.09	\$ 45,807.27
John VanWey	Sewage	\$ -	\$ -	\$ 24,743.08
Thomas Watts	Sewage	\$ 53,211.33	\$ 49,198.81	\$ 50,953.61
Michael Zeigler	Sewage	\$ 38,119.08	\$ 36,124.28	\$ 36,682.40



Issue 19 *Agreed*

The Union proposes to eliminate language that allows departmental preference in awarding job bids.

- (4) Article 32 Section 1. (a)
The Union wants to allow part-time workers vacation.
- (5) Article 34 - Wages Section 1.
The Union proposes wage increases of sixty-nine (\$.69) cents retro active to August 1, 2012 for the first, second and third years of the C.B.A.
- (6) Article 51 - Duration of Agreement
The Union proposes a three (3) year contract.
- (7) Appendix "K" Memorandum of Agreement
The Union proposes to delete this Memorandum so that part-time workers can receive benefits that are provided in the C.B.A.
- (8) The Union proposes that all Tentative Agreements that have been reached be incorporated in the Fact Finders decision.

except 9.2 10.4(a) 14.4(b) 15.22 32.5 41.6
49 which are verbal, but not yet reduced to
writing

Yours truly,

Louis J. Maholic 1/97

Louis J. Maholic
Staff Representative
AFSCME Ohio Council 8

jt

cc: T. Cowans, Atty.
file

Union
[Signature]
8-30-012

[Signature]
8/30/12

transfers *Issue 20* *FF*
TEMPORARY ASSISTANCE – EMPLOYER PROPOSES THE RIGHT TO ASSIGN
EMPLOYEES ACROSS JOB DESCRIPTIONS FOR A SHORTER PERIOD OF TIME FOR
EFFICIENCY.

ART 2.1 and ART 15

JUSTIFICATION:

- To better and more efficiently manage staffing and complete tasks, the City is proposing the right to temporarily assign employees across job descriptions to work on tasks they are capable and qualified to perform. Temporary assistance is a balance of shift up to three week assignment. On a 'temporary assistance' assignment, the employee would receive his or her usual rate of pay. If the assignment is longer than three weeks, the Temporary Transfer language of Article 15 would apply and the employee would receive the higher of two positions pay rates.

Withdrawn by the City

Union

[Signature]
9.19.012

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