

**ITEMS TO BE CONSIDERED
AT THE CAUCUS PRIOR TO THE COUNCIL MEETING
TO BE HELD ON TUESDAY, FEBRUARY 2, 2021**

The meeting was called to order by Council President Vecchio at 7:00 p.m., the clerk called the roll and the following Members of Council answered:

SCOTT, SCHMUCK, ORCUTT, TROYER, MENCINI, POINDEXTER, SALVATORE

Also in attendance were Law Director Horvath, Engineer Piatak, Finance Director Cingle, Mayor Elliott, Recreation Director Elliott (7:28 p.m.).

Mr. Troyer - Point of clarification, Mr. President.

Mr. Vecchio - what do you need clarified, sir.

Mr. Troyer - thank you Mr. President. We had a discussion a couple of weeks back where I wanted a few items under discussion on the pre-Council-Caucus and you had refused to put them on there. At that time, you told me it's because you're going to start following the way that these meetings were supposed to be set up and there supposed to be for discussion of things that are on that night's Council meeting. Now I see there is something that is not on tonight's Council meeting on the agenda now it's not so much that I have a problem with that. The problem is that you would not place the items on I wanted under discussion at that Caucus meeting and we sat there for 26, 24 minutes or something like that and didn't do anything waiting for the Council meeting. Is this something that you're going to be biased against me or against certain people and just do things differently every time or are we going to have one system here where this meeting is for only stuff that's on the agenda of the Council meeting. Or are we going to allow things on there based on time?

Mr. Vecchio - Alright, so Mr. Troyer you asked me a question and I'll give you the answer. First of all, the items that you that you were bringing forward had nothing to do really with city business at that point. You had some questions, you had some things, regarding the Council clerk and things of that nature; which really had nothing to do with a Caucus Prior to meeting. Which wouldn't be anything with business moving forward. Now this clearly that is on here has to do with a union contract which is employees of our city; which is clearly city business. Something that definitely needs to be taken care of during the course of this time considering the fact that Council has done that with others. So I would say that explanation should be more than enough, it pertains to city business in that regard and should be something that is on there. If it's something that you want to sit and have a discussion about that you clearly had no full laid-out plan for anybody that we could have sat here with a round-robin discussion, that's something for a regular

Point of clarification: cont.

scheduled Caucus meeting.

Mr. Troyer - thank you for your explanation Mr. Council President. I, of course, disagree, I think everything on there was very important to Council.

Mr. Vecchio - you're entitled to disagree, which is perfectly fine.

Mr. Troyer - I also think it's unbecoming of a Council President to have a bias and treat certain things.

Mr. Vecchio - I understand this is an election year and election fodder is needed and I understand that's where we're headed and that's the plight that we're on but, unfortunately, we have business to handle. Let's move forward and handle our business.

Mr. Troyer - let's go.

FINANCE COMMITTEE - CHAIRMAN, SCOTT:

1. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE TEAMSTERS UNION LOCAL 436 AND DECLARING AN EMERGENCY. Introduced by Mayor Gammella.

Mr. Vecchio commented Mayor Gammella is having problems signing into the meeting.

Mr. Scott stated that Finance Director Cingle can speak on this.

Mr. Cingle stated I can speak on this if Council wishes, or want to wait for the Mayor that's fine; same deal as the both police unions.

Mr. Vecchio commented for clarity is that no pay raises, correct?

Mr. Cingle responded that's correct.

Mr. Scott mentioned no pay raises, \$2,500.00.

Mr. Cingle stated \$2,500.00 yes.

Mr. Poindexter stated to Mr. Cingle is this just an extension of the 2019 contract and only for this year. Or is this a three-year contract and if so does it have wage reopeners the following two years?

Mr. Cingle responded it's a one-year deal which was 2020, only for one year.

Finance committee - Chairman, Scott:

Mr. Mencini stated to Mr. Cingle if this is just for 2020 when did these negotiations start with this 436 union? I thought it was a little earlier in the year and my point being this is a one-year contract with everything staying the same. I thought the city was going for the three-year deal with reopeners in 2021.

Mr. Cingle responded let me correct what I said previously, this is for 2020 no wage increases, no bonus, just a one-year deal. Negotiations began, don't hold me to it, but negotiations began mid-year off and on.

Mr. Mencini stated to Mr. Cingle did the city go for three (years) or just settle for 2020 due to COVID-19?

Mr. Cingle responded the city is still working on, which will now be a two-year deal, 2021 and 2022, but the city was negotiating a three-year deal with them. The union decided to just enter into the agreement for 2020 and continue negotiations for 2021 and 2022.

Mr. Mencini continued theoretically if you look at that one year they more or less helped the city that is appreciated. I was wondering how all that went because it differs from sergeants, lieutenants and patrol officers' contracts.

Mr. Troyer asked Mayor Gammella there is a little confusion, on this contract this union basically has been working without a contract but memorializes what the union has been working under for last year?

Mayor Gammella concurred.

Mr. Troyer continued can you go over any changes that were part of this?

Mayor Gammella responded zero, there were no changes, no raises, no anything.

Mr. Troyer stated to Mr. Cingle on page 15, 35.02 is there any cost to the city extra, over based on what might have occurred with other unions in 2020? Any unforeseen costs for this contract?

Mr. Cingle responded at this time no, it's the same agreement for 2020 that the both police unions agreed to and have extended the same offer to this union for 2021 and 2022. Which again are no changes and a \$2,500.00 bonus.

Mr. Troyer stated let's say that one of the other unions, the other unions did they start in 2020, 2021, 2022 that was the three-years?

Finance committee - Chairman, Scott:

Mr. Cingle responded the police union contracts was 2020 then 2021, 2022 so local 860 and fire union do not have a 2020 contract at this time.

Mr. Troyer stated this is basically a 'Me Too' and the city is entering into it for 2020 and the two police unions do have a contract out of those three years that includes 2020 and are getting the \$2,500.00 bonus. Wouldn't this union be entitled to the \$2,500.00 bonus under the 'Me Too' contract?

Mr. Mencini commented if local 436 only signed a one-year contract for 2020 and the police lieutenants signed a contract for three-years they are in a contract. Theoretically, local 436, February 2nd, are not in a contract they did theirs last year.

Mr. Scott responded I would assume.

Mr. Cingle stated that contract rolls forward, the 2020 contract rolls forward, and are working under the 2020 contract until the 2021 contract is approved. Looking at 35.02 again not being a labor attorney but looking at 35.02 the city has offered to both the fire and service unions the same parameters as 436 and both police unions have agreed to. Just reading that if one of those unions would get something that 436 did not get, reading this language I would say they should be offered whatever that benefit is if it is applicable to that union.

Mr. Troyer thanked Mr. Cingle and stated Council, that is why I don't like these because it muddies the water. I have a problem with 'Me Too' and also have a problem with the city giving the \$2,500.00 because I believe this would give them the \$2,500.00 and have no problem giving it to them.

Mayor Gammella interjected it doesn't give them the \$2,500.00 this is for 2020. They will get the \$2,500.00 if the union goes to a new contract for 2021, 2022 and 2023; this has nothing and it's the very same contract they've worked under.

Mr. Troyer asked Mrs. Horvath for any input on this matter.

Mrs. Horvath stated to Mr. Troyer, obviously the city has labor counsel who handles these matters and I am kept advised of progress and so forth. Really and truly the individuals that can answer your questions the best are the Mayor and finance director. They have spent extensive time negotiating this contract and are involved with negotiations with other unions and I would defer to them as far as information and opinion.

Mr. Troyer thanked Mrs. Horvath and stated to sum up what I was saying before I'm okay with them getting the \$2,500.00 but they should do it with a three-year contract, like everyone else.

Finance committee - Chairman, Scott:

Mayor Gammella responded you're right, they are not getting it in this 2020 agreement.

Mr. Troyer commented I believe they will the way it's written.

Mayor Gammella stated no, they won't.

Mr. Cingle stated let's see if I can clarify this, both police unions agreed to 2020 contracts with no changes to their 2019 contracts, no monetary or language change. Then they entered into an agreement for 2021 through 2023 and for 2021 they received a \$2,500.00 sign-on bonus. There are wage reopeners in 2022 and 2023 and there also could possibly be reopener for health care costs increases if they equal or exceed five-percent (5%).

Mr. Troyer thanked Mr. Cingle for the clarification because I thought you said it was also for 2020. These two three-year contracts were for 2021-2023 and did not cover with the \$2,500.00, they did not cover 2020, correct?

Mr. Cingle responded that's correct and apologize if I stated that initially and that's the purpose for the clarification.

Mr. Troyer asked Mayor Gammella if that is correct?

Mayor Gammella responded yes, there will be no bonuses in this.

Mr. Troyer stated to Mr. Cingle there is no cost to the city under 35.02?

Mr. Cingle responded as of today, no.

Mr. Troyer thanked everyone and stated that's all I needed to know and wanted to make sure everything is on the up and up so I can vote for this; even with that clause it just memorializes basically what already happened. I'm okay with it but again any future contract that include a 'Me Too' or anything like a 'Me Too' I will not vote for.

Mr. Scott asked Mr. Cingle to explain the 'Me Too' clause?

Mr. Cingle stated not being the labor attorney but will do my best. The 'Me Too' provision simply is that if another bargaining unit receives a benefit either through negotiations, fact-finding or arbitration that another bargaining unit does not receive. For example, bargaining unit A has a 'Me Too' provision and receive a 2% wage increase and bargaining unit B negotiates or receives a 2.5% wage increase. Bargaining unit A can invoke the 'Me Too' provision to receive that same 2.5%

Finance committee - Chairman, Scott:

wage increase.

Mr. Scott asked Mr. Cingle how the 'Me Too' was integrated into the contracts?

Mr. Cingle responded I do not.

Mr. Scott continued do you know how the city can get out of the 'Me Too' clauses.

Mr. Cingle responded would have to be negotiated out.

Mr. Scott continued the unions would have to vote that out, correct?

Mr. Cingle responded correct.

Mayor Gammella commented these 'Me Too' contracts have been there for the longest time, last 20 to 25 years, nothing new.

Mr. Scott stated as Mr. Cingle said the only way to be removed is by voting out by members of the union, correct?

Mayor Gammella responded yes.

Mr. Poindexter commented being in that union would not vote it out.

Mr. Salvatore stated I realize this contract is basically a continuation of the old one and is a one-year contract, having no changes. The last page the Memorandum of Understanding (MOU) has a date of December, 2020, but no signatures. Mr. Salvatore asked for an explanation of this page.

Mayor Gammella stated it is a MOU for any new position, they would go in as the same amount.

Mr. Salvatore stated this has a position title in it. Is the city adding a new position or is the position there already?

Mayor Gammella responded this is for the two employees at the police and fire station and is a title change.

Mr. Salvatore concurred title change and that change will have to appear somewhere in payroll and salary ordinance.

Mayor Gammella responded yes.

Finance committee - Chairman, Scott:

Mr. Troyer stated I believe six or eight years ago there were contracts without the 'Me Too' clause. Will look into that and should have them here to be determined later.

Motion by Mr. Poindexter, supported by Mr. Mencini, to place on the Council agenda immediately following.

ROLL CALL: AYES: Poindexter, Mencini, Troyer, Salvatore, Scott, Schmuck, Orcutt
NAYS: None. The motion carried.

Mr. Vecchio stated that will appear under M-3 as Ordinance No. 11185-2021.

There being no further business to come before this meeting a **motion** by Mr. Mencini, supported by Mr. Poindexter, to adjourn.

ROLL CALL: AYES: Mencini, Poindexter, Troyer, Salvatore, Scott, Schmuck, Orcutt
NAYS: None. The motion carried.

Council President Vecchio declared this meeting adjourned at 7:33 p.m.

RESPECTFULLY SUBMITTED *Michelle Blazak*
Michelle Blazak
Clerk of Council

APPROVED *February 16, 2021*

THESE MEETING MINUTES ARE A SYNOPSIS, NOT TRANSCRIBED IN THEIR ENTIRETY, ALTHOUGH ACCURATE.

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