

Thomas L. Hewitt, Fact-Finder

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STATE EMPLOYMENT
RELATIONS BOARD

2005 NOV - 7 A 10 15

November 4, 2005

Via Federal Express

Robert Bernat, Secretary/Treasurer
Teamsters Local 377
1223 Teamster Drive
Youngstown, OH 44502

Howard Heffelfinger, Exec. Vice President
Clemans, Nelson & Associates, Inc.
2351 South Arlington Road, Suite A
Akron, OH 44139

Re: SERB Case #05-MED-05-0601
Mahoning County Engineer/Teamsters Local 377

Gentlemen:

In accordance with approval by and instructions from the Ohio State Employment Relations Board acting under Ohio Administrative Rule 4117-9-05 (L), enclosed the parties shall find an amended report which is issued this day by the Fact Finder. The parties are directed to conduct a vote upon this report within seven (7) days of issuance or within a time mutually agreed by the parties in writing.

Very truly yours,



Thomas L. Hewitt,
Fact-Finder

TLH/kh
Enclosure
cc: SERB w/enclosure (via Federal Express)

STATE EMPLOYMENT
RELATIONS BOARD
2885 NOV -7 A 10:15

AMENDED FACT FINDING REPORT

State of Ohio State Employment Relations Board

IN THE MATTER BETWEEN:

Mahoning County Engineer

And

Teamsters Local 377

SERB Case Number

2005-MED-05-0601

FACT FINDER: Thomas L. Hewitt
MEDIATION DATE: July 13, 2005
HEARING DATE: July 14, 2005
AMENDED REPORT DATE: November 4, 2005 (via Federal Express)

APPEARANCES

FOR THE COMPANY

Howard Heffelfinger, Attorney
Michael Esposito, Attorney
Clemans Nelson & Associates
Marilyn Kenner, Chief Deputy Engineer
Anthony Gorvet, Supervisor
Darren Lydic, Operations Supervisor

FOR THE UNION

Robert E. Bernat, Secy/Treas. Teamsters 377
Michael Galtman, Operator II
John Brajer, Laborer
Lawrence Johnson, Route Marker I (Steward)
Robert Hoelzel, Truck Driver
Bob Mingo, Laborer

STATEMENT OF FACTS

Seventy one (71) Mahoning County Engineers are responsible for road maintenance and representatives for collective bargaining purposes by the Teamsters Local 377 and a labor agreement between the parties became effective May 1, 2002 and expired April 30, 2005.

On April 29, 2005 the County presented a final offer to the Union to take back to their membership for ratification. The offer was rejected by the workforce and an impasse was reached. Each party alleged that the other party didn't want to meet and the end result was that there were no more official negotiation meetings although there were off-the-record discussions between the parties.

In compliance with Ohio Revised Code Section 4117.14(c)(3), the State Employment Relations Board appointed Thomas L. Hewitt as Fact Finder and the mediation hearing dates were established for July 13 and 14, 2005. A mediation hearing was held on July 13th at the Mahoning County Engineer's Office at 940 Bears Den Road, Youngstown, Ohio. Both parties had adequate opportunity to supply the Fact Finder with position statements on each item in dispute. The mediation was only partially successful and as provided under Ohio Administrative Code Rule 4117-9-05(G) the fact finding hearing was held on the 14th of July. Both parties had equal and full opportunity to be heard, to present evidence, testimony, examine and cross examine witnesses, make statements, offer documentary proof in the form of exhibits to testimony.

In accordance with Ohio state code, the following fact finding report was issued by the fact finder.

FACT FINDING REPORT

The fact finding was held on July 14, 2005 following a long day of mediation on July 13, 2005.

The fact finding panel, in making recommendations, shall take into consideration the following:

1. Past collectively bargained agreements, if any, between the parties;
2. Comparison of the unresolved issues relative to the employees in the bargaining unit with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;
3. The interest and welfare of the public, 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;
4. The lawful authority of the public employer;
5. Any stipulations of the parties;
6. Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of issues submitted to mutually agreed upon dispute settlement procedures in the public service or in private employment.
7. It is noted that in the mediation session the parties provided very professional guidance to the fact finder.

Both parties had well prepared presentations and handled their fact finding presentations and mediation sessions in a professional manner. This is admirable considering the pressures of supervisors, subordinates, union officers, union members, County Commissioners, the general public and the press. This contract expired on April 30th and time has a way of adding increasing pressure on this type of situation.

The fact finding is all inclusive there are no other changes or modifications to the current agreements.

FINDINGS

ISSUE 1

Article I, Preamble **Article XVIII, Termination and Renegotiation**

FINDING

Article I shall read as follows:

Section 1. Parties to the Agreement. This Agreement entered into this 1st day of May 2005, by and between the Board of Mahoning Count Commissioners for the Mahoning County Engineer (hereinafter referred to as the "County") and the Teamsters Union Local #377 (hereinafter referred to as the "Union"). County refers to the County Engineer as the appointing authority.

Section 2. Effective and Termination Dates. The effective date of this agreement shall be May 1, 2005 and the termination date shall be April 30, 2008, unless otherwise extended by mutual agreement of both parties.

Article XVIII shall read as follows:

Unless otherwise extended with the mutual consent of both parties, the terms and conditions of this agreement shall remain in full force and effect from May 1, 2005, through April 30, 2008.

Renegotiations for term and conditions beyond the date of April 30, 2008, shall begin no later than January 10, 2008.

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## **ISSUE 2**

### **Article V, Classifications**

#### **FINDING**

Article V shall read as follows:

**Section 1. Classification and Qualifications.** The County shall at all times and in every instance reserve the right exclusively to establish classifications, establish qualifications, experience, and education requirements for the various position in the County. The County will provide uniform job descriptions for every existing position in the Union. If the County wishes to change a job description, the County agrees to meet with the Union to obtain a mutually agreeable change. All new hired laborers shall be classified at the discretion of the County within the limits of this agreement as laborers in district one, two, or four. Current employees may request a transfer within five (5) days of the new laborer's hire for that laborer position.

**Section 2. Periodic Testing.** Employees shall be examined as to their present ability and qualification to handle the equipment to which they are assigned. Such examinations

shall be given by a qualified trainer. The purpose of these examinations is to promote and protect the safety of the employee, his/her fellow workers, the equipment and the general public, and to determine whether the employee's physical and mental abilities are in compliance with the required duties and abilities of the position the employee holds.

**Section 3. Work Assignments.** Work assignments in every instance shall be made by the supervisor in charge according to the classification of each employee, with consideration given to seniority, physical ability, knowledge and experience. The employee shall not refuse the work assignment and is responsible for its completion. Failure to perform the work assignment will result in disciplinary action in accordance to the work rules. It shall be a condition of employment that, during certain periods, any employee may be required to perform work duties outside his/her normal classification, when no work exists in his classification or during an emergency. There shall be no loss in pay for these changes in duties and they shall be exercised at the exclusive discretion of the Engineer when necessary to provide service to the public or continuity of employment. The County may transfer employees from within their classification to the same classification either within the same department or to another department, but in all cases the County shall attempt to maintain job continuity.

If substantial changes in the method of operation or tools and equipment of a job occur, or if a new job is established which is not classified, the appropriate job classification and the rate of pay shall be determined exclusively by the County.

The supervisor determines and assigns employees to their work and to the equipment to be used in the performance of that work. The foreman assists the labor crew in performing the duties assigned.

Supervisors may not perform bargaining unit work except during overtime work when an emergency arises, after the Union membership has been exhausted.

**Section 4. Location of Work.** The County may assign its employees to any of the various districts or locations within the County as the need may dictate from time to time, provided however, that seniority shall be considered within each classification in these assignments.

Whenever assignments outside the County are required, these shall be carried out at no expense to the employee.

**Section 5. Departmentalization.** The County recognizes the following departments: district one, district two, district four, vehicle maintenance, building and grounds, bridge, traffic, inspection and survey, ~~roadside management~~. The County reserves the right to create new departments as they see fit. All employees within these departments shall be grandfathered in. Any additional employees needed in these respective departments will be required to bid into these positions at the laborer rate. All laborer jobs in all the above departments will be grandfathered in current positions with the exception of roadside management (two positions), and bridge. The tool room laborer will be the most senior member of the District One labor pool when needed.

All departments are subject to their own overtime call out list. When the department callout list is exhausted, the county wide master callout list will be utilized. A department callout list and a county wide master callout list will be kept by the County Engineer at all times and will be reviewed by the bargaining unit.

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ISSUE 3

Article VIII, Promotions and Advancement

FINDING

Article VIII shall read as follows:

Section 1. ~~A.~~ Promotions and advancements to higher classifications shall, whenever possible, be made from existing personnel who are able to qualify. When a vacancy in a higher classification occurs within the bargaining unit, the vacancy shall be filled by posting ~~seven (7) working~~ ***ten (10) calendar*** days in advance. Vacancies are defined as job openings as determined by the County where (1) the County has increased the number of regular jobs in an existing classification as set forth in the salary schedule, (2) an opening occurs in an existing classification as the result of a promotion, transfer, or termination of employment, or (3) a new job is created subject to the bargaining unit.

~~This does not include jobs created under the Transitional Work Program/Incapacitated Employees, or Injured on Duty Policy. There will be no automatic posting of vacancies created by termination, death, or retirement. The Union and the County will meet and discuss any postings and filling of classifications, and in the event that no mutual agreement is reached, then either party may utilize the grievance and arbitration procedure to resolve the dispute.~~

Section 2. Posting Procedure.

1. The County shall reserve the sole and exclusive right to determine if any vacancy is to be filled. When a vacancy occurs as defined in this section, the County Engineer has fifteen (15) ***calendar*** days to notify the Union of intention regarding the vacancy. If the County Engineer intends to fill the vacancy, the vacancy will be posted within twenty-eight (28) calendar days of the date of the notice of intention to fill the vacancy.
2. The County Engineer shall post for ~~seven (7) working~~ ***ten (10) calendar*** days a notice of such vacancy stating Position Title/Classification, Position Description,

Department, Work District, Rate of Pay, Educational Requirements, Medical Requirements, and Technical Requirements. The posted time, date of vacancy, and "Notice" that this position will be filled based on information written on the application forms will appear on the bid. A "Notice" will also be posted to fill out the application completely for the "Notice of Vacancy in Classification." Vacancy postings shall appear at each separate work district.

3. Employees within the bargaining unit who wish to be considered for a posted position must file a written application with the Appointing Authority by the end of the posting period. It shall be the responsibility of the employee to submit a written application by the end of the posting period regardless of the status of the employee, i.e. vacation, sick, personal or industrial leave. Please be advised that the County will prepare a qualified bidders list using the information written on the bid application submitted by the employee. Any employee having knowledge of a vacancy prior to the actual date of the posting and who will not be at his/her work site during the posting may request and file an application with his/her supervisor so that he/she may be considered for the vacancy.
4. All applications timely filed will be reviewed by the County Engineer and a bid list prepared. The most senior and qualified applicant in compliance with the Bid Procedure will be selected to begin the thirty (30) calendar day trial period. The position will be awarded within seven (7) calendar days of the final day of the trial period on the basis of seniority, compliance to the bid procedure, qualifications, ability to perform work, educational qualifications, technical requirements, physical fitness/medical requirements, and work record.
5. If no applications are received, or if no applicant meets the minimum requirements for the posted vacancy, the County Engineer may then fill the vacancy by appointment from outside the County Engineer's Office provided that the posted

requirements are met.

6. The employee selected for the position shall be allowed a reasonable time to qualify, but such time shall not exceed thirty (30) calendar days. During the trial period the employee shall be given reasonable help and supervision to perform the duties of the position. He /she will be considered to have qualified for the new position when he/she satisfactorily completes the bid procedure.
7. If he/she fails to qualify or rejects the position within thirty (30) calendar days, he/she shall be returned to the classification from which he/she came and the next senior and qualified available person on the bid list shall be given the opportunity to complete the thirty (30) calendar day trial period and qualify for the position bid. If before the expiration of the trial period the employee in the opinion of the County Engineer cannot qualify, the matter shall be discussed with the employee's steward before the employee is returned to his/her former position.
8. In order to provide continuity of service during the filling of vacancies of new classifications, the County Engineer shall have the right to fill vacancies and make transfers on a temporary basis, in line seniority, skill, ability and experience pending the selection of an employee for the position under these provisions.
9. Temporary basis shall apply to employee transfers to new or existing vacancies within a classification for thirty (30) ~~working~~ *calendar* days.
10. The County Engineer reserves the right to fill a vacancy in a classification as the need may dictate. The need to fill a vacancy will be met when operations rely on that vacated position. A vacancy will be considered to have occurred only when a position in a classification has been posted for seven (7) days and awarded. ***The Union has the right to be heard in these matters and the County agrees to meet***

with the Union whenever necessary to discuss the posting of positions.

11. Bidding laterally is defined as applying for a vacancy equal in position duties and equal rate of pay within the same classification and or within the same or different departments or districts. Bargaining unit members may bid on a vacancy for reasons that may include shift or location preference of the posted position. The foregoing bid provision is not intended to restrict the County Engineer's "Rights of Transfer" under the contract.

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**ISSUE 4**

**Article IX, Fringe Benefits**  
**Section 4, Sick Leave**

**FINDING**

Article IX, Section 4 shall read as follows:

**Section 4. Sick Leave.** Each employee shall be entitled for each worked eighty (80) hours of service, regardless of whether the hours worked are regular or overtime hours, to accumulated sick leave of four and six-tenths (4.6) hours, up to a maximum of one hundred twenty (12) hours per year. Employees may use sick leave, upon approval of the responsible administration office of the employing unit, for absences due to personal illness, pregnancy, injury, expose to contagious disease that could be communicated to other employees, and/or illness, injury, or death in the employee's immediate family. Immediate family shall consist of the following: mother, father, mother-in-law, father-in-law, children, brother, brother-in-law, sister or sister-in-law, husband, wife, and grandparents (employee's or spouse's). Unused sick leave shall be cumulative without limit.

The previously accumulated sick leave of an employee who has been separated from

public service shall be placed to his/her credit upon his/her re-employment in the public service provided that such re-employment takes place within ten (10) years of the date on which the employee was last terminated from public service.

Each employee is required to furnish a satisfactory written, signed statement to justify the use of sick leave on a form provided by the County on the day the employee returns from leave. A certificate stating the nature of the illness from a licensed physician shall be required to justify the use of more than twenty-four (24) hours of sick leave when an employee has no accumulated sick leave, and said certificate may be required in all other cases if medical attention is required. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal. No sick leave may be granted to an employee upon termination of employment.

***Leave Conversion Options. Employees may select from either of the two (2) options set forth below for the conversion of unused accumulated paid leave. Once an election is made to utilize one (1) option, the employee may not withdraw the election nor participate in the other conversion program.***

- 1. At the time of retirement or death, a bargaining unit member may elect to receive pay at his current hourly rate for all of his unused sick leave up to a maximum of one hundred twenty (120) days (nine hundred sixty [960] hours).***
- 2. An employee with twenty-five (25) years of service with the Employer, or twenty-three (23) years of service at age sixty (60), and having seven hundred fifty (750) hours of combined accumulated unused sick and/or vacation leave, may elect to cash out up to a maximum of five hundred (500) hours of such time during any three (3) years leading up to retirement. The maximum amount of combined sick and vacation leave that may be cashed out in any single year is five hundred (500) hours and the total conversion under this option shall not exceed one***

*thousand five hundred (1,500) hours.*

*The employee must have a minimum seven hundred fifty (750) hour combined balance in order to begin participation in the program. An employee who does not possess this minimum starting balance is not eligible for participation.*

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ISSUE 5

Article IX, Fringe Benefits
Section 5, Bereavement Leave

FINDING

Maintain current contract language.

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**ISSUE 6**

**Article IX, Fringe Benefits**  
**Section 6, Vacation Pay**

**FINDING**

Article IX, Section 6 shall read as follows:

**Section 6. Vacation Pay.** Each full-time bargaining unit employee, after service of one (1) year with the County, shall have earned and will be due upon the attainment of the first year of employment and annually thereafter eighty (80) hours of vacation leave with full pay. One (1) year of service shall be computed on the basis of twenty-six biweekly pay periods. A full-time County employee with seven (7) or more years of service with the County shall have earned and is entitled to one hundred twenty (120) hours of

vacation leave with full pay. A full-time County employee with thirteen (13) or more years of service with the County shall have earned and is entitled to one hundred sixty (160) hours of vacation leave with full pay. A full-time County employee with twenty (20) or more years of service with the County shall have earned and is entitled to two hundred (200) hours of vacation leave with full pay. A full-time County employee with twenty-five (25) or more years of service with the County shall have earned and is entitled to two hundred forty (240) hours of vacation leave with full pay. Such vacation leave shall accrue to the employee at the rate of three and one-tenth (3.1) hours each biweekly period for those entitled to eighty (80) hours per year; four and six-tenths (4.6) hours each biweekly period for those entitled to one hundred twenty (120) hours per year; six and two-tenths (6.2) hours each biweekly period for those entitled to one hundred sixty (160) hours per year; and seven and seven tenths (7.7) hours each biweekly period for those entitled to two hundred hours (200) per year; and nine and two tenths (9.2) hours each biweekly period for those entitled to two hundred forty (240) hours per year. Days specified as holidays under this agreement shall not be charged to an employee's vacation leave. Vacation leave shall be taken by the employee during the year in which it accrued and prior to the next recurrence of the anniversary date of his/her employment. The appointing authority shall permit such employees to accumulate and carry over his/her vacation leave to the following year. No vacation leave shall be carried over for more than three (3) years. An employee is entitled to compensation, at his/her current rate of pay, for the pro-rated portion of any earned but unused vacation leave for the current year to his/her credit at time of separation, and in addition shall be compensated for any unused vacation leave accrued to his/her credit, with the permission of the appointing authority, for the three (3) years immediately preceding the last anniversary date of employment.

All vacation shall be taken in minimum intervals of one-*quarter* ( $\frac{1}{4}$ ) hour. Advance notice and approval of his/her supervisor is required for vacation leave in excess of eight (8) hours.

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ISSUE 7

Article IX, Fringe Benefits
Section 7, Personal Leave

FINDING

Article IX, Section 7 shall read as follows:

Section 7. Personal Leave. Each employee covered under the term of this agreement shall be entitled to thirty-two (32) hours personal leave per contract year. This leave may be used for whatever purpose the employee desires. This leave may not be accumulated and must be used during the contract year. Personal leave may be used in no less than one quarter (1/4) hour increments. *An employee is not entitled to personal leave until he/she completes his/her probationary period.*

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**ISSUE 8**

**Article IX, Fringe Benefits**  
**Section 8, Benefits**

**FINDING**

Article IX, Section 8 shall read as follows:

**Section 8. Insurance.**

- A. **Hospitalization Coverage:** *The Employer shall make available to all full-time bargaining unit members comprehensive major medical/hospitalization health care insurance. Inasmuch as R.C. 305.171 vests exclusive contracting authority for insurance purposes with the Board of County Commissioners, the Board shall select carrier/providers and otherwise determine the method of provision*

*and coverage. The participating employee may elect coverage (i.e. single, family, two-party, etc.) as provided under the offered plan(s).*

**B. Contribution Rates.** *Beginning September 1, 2005, the Employer shall contribute ninety percent (90%) and bargaining unit members shall contribute ten percent (10%) for the premium cost of health care coverage according to the following schedule:*

| <u>Coverage</u>        | <u>Employer Contribution</u> | <u>Employee Contribution</u> |
|------------------------|------------------------------|------------------------------|
| <i>Single (Plus)</i>   | <i>\$380.77</i>              | <i>\$ 42.31</i>              |
| <i>Family (Plus)</i>   | <i>\$891.00</i>              | <i>\$ 99.00</i>              |
| <i>Single (Select)</i> | <i>\$397.98</i>              | <i>\$ 44.22</i>              |
| <i>Family (Select)</i> | <i>\$936.49</i>              | <i>\$104.05</i>              |

*Eligible employees may elect single or family coverage. Costs in excess of the maximum base amounts set forth above shall be split ninety percent (90%) and ten percent (10%) between the Employer and the participating employee.*

*Employee participation costs, as may be applicable, shall be made through payroll deduction. Each employee responsible for any health plan costs shall sign a payroll authorization form for the applicable deduction in order to participate in or continue coverage. Upon enrollment/application of an eligible employee, coverage will commence in accordance with the provisions of the plan, plan provider, or administrator, as applicable.*

**C. Term Life Insurance.** *The County agrees to pay for term life insurance for the insured amount of \$10,000.00, over and above any insurance provided by the Commissioners.*

**D. Dental Program.** *The County will provide additional dental coverage*

*effective July 1, 2006.*

E. Insurance Opt Out. Bargaining unit members <sup>SHALL</sup> be able to opt out from the hospitalization plan at a rate of \$100.00 per month, minus taxes paid on twenty-six (26) pay periods.

F. Alternative Plans. Notwithstanding the provision(s) of Sections 1-4 of this article which provide for insurance coverage, the Union agrees that the Employer may offer alternative insurance coverage program(s) during the term of the agreement, if available.

*The terms and conditions of such alternative programs shall be determined by the Board of Commissioners. The costs and/or terms and conditions of such program(s) shall be at the discretion of the Board of Commissioners and may be subject to change.*

*It is within the employee's sole discretion whether or not he wishes to participate in an alternative plan.*

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ISSUE 9

Article IX, Fringe Benefits
Section 10, Clothing Allowance

FINDING

Article IX, Section 10 shall read as follows:

Section 10. Clothing Allowance. The County shall provide and maintain special wearing apparel and/or safety equipment as the County deems necessary and such apparel shall be plainly and conspicuously marked as the property of the County.

Said wearing apparel or safety equipment will be issued at the beginning of each workday by the supervisor or foreman and shall be returned to the supervisor by the employee at the end of each work day. Said safety equipment will be replaced for damage occurring during normal wear and tear at the cost of the County. Failure to report loss or theft, or failure to wear safety equipment, will be subject to discipline as stated in the work rules. Each member of the bargaining unit is responsible for any safety equipment issued to him/her. The County will provide protective clothing to the welders, mechanics, and employees working with tar. Each employee covered under the term of this agreement shall receive ~~a \$300.00 clothing allowance prorated at a rate of \$11.54 per pay period worked in the first year of the contract. In the second and third year of the contract, each employee shall receive~~ a \$400.00 clothing allowance prorated at a rate of \$15.38 per pay period worked. A pay period is defined as a full eighty (80) hours worked or on paid leave. The allowance shall be paid during the first pay period of December.

The County will pay each member of the bargaining unit a boot allowance of ~~\$100~~ \$125.00 per year during the life of the contract. A *leather* work boot (*not hiking boot*) with a minimum height of 6" is required for all employees. A medical release signed by a physician will be required to waive the minimum boot height requirement. *In no cases shall the County allow athletic shoes to be worn during the work day.*

All bargaining unit employees will be subject to the following dress code:

1. All bargaining unit employees shall report to work in appropriate attire.
2. All bargaining unit employees shall wear assigned safety gear, including safety vests.
3. The County shall send any bargaining unit employee home to change if they deem

the employee is not appropriately attired and to discipline in accordance with the work rules. The employee shall punch out and back in to document the unpaid leave time.

4. The following will constitute appropriate attire:

Clothing issued by the County. In lieu of clothing issued the following is appropriate: canvas, denim, chino or other woven fabric trousers. Any shirt that has a hem around the neckline and sleeves. Only work boots or metatarsals may be worn.

5. Inappropriate attire shall include but is not limited to:

- a. Any clothing displaying obscene or offensive language.
- b. Any clothing displaying political views or support.
- c. Any clothing that is torn.
- d. Cotton or nylon sweats, shorts, cutoffs, etc.
- e. Sandals, non-protective footwear.
- f. Any fishnet or porous materials.

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## ISSUE 10

### Article IX, Fringe Benefits Section 11, Incapacitated Employees

#### FINDING

Article IX, Section 11 shall read as follows:

**Section 11. Incapacitated Employees.** It is the policy of the Board of Mahoning

County Commissioners to provide employees with Injured On Duty Leave when injured in the course and scope of employment.

**Section 11.1.** When an employee is injured in the course and scope of employment and is off more than seven (7) days as a result of the injury, the employee shall be eligible for Injured On Duty Leave. The employee shall be paid for all days from the date of injury until ninety (90) calendar days after the injury. There shall be no loss of benefits provided by the County or any applicable labor agreement during the leave.

**Section 11.2.** To be eligible, the employee, when injured must:

1. Submit a signed incident report detailing the nature of the injury, the date of occurrence, the identity of all witnesses and persons involved, the facts surrounding the injury, and any other information supporting the granting of Injured On Duty Leave.
2. File for Worker's Compensation benefits with the Ohio Bureau of Worker's Compensation.
3. Furnish the County with a signed medical authorization for the claimed injury for the release of medical records.
4. Suffer lost time from employment for a period exceeding seven (7) consecutive days.
5. Submit medical certification from the employee's physician of record specifying the extent of the injury, the recommended treatment, the employee's inability to return to work as a result of the injury, and an estimated date of return.

6. Complete and sign an Injured On Duty Wage Agreement. Said wage agreement shall include but is not limited to the following: when it is determined that an employee is required to reimburse the County, the employee may trade accrued leave time or reimburse the County through payroll deduction or a combination of both. Employees must reimburse the County in full upon retirement, death or before any future Injured On Duty Leave approval, whichever comes first.

**Section 11.3.** The County reserves the right to review the employee's status every thirty (30) calendar days and require the employee to have an independent medical examination by a physician selected and paid for by the County at any time during the leave.

**Section 11.4.** Leave will be paid at the employee's current hourly rate at the time of injury for a period not to exceed ninety (90) calendar days.

**Section 11.5.** If, for any reason, the employee's Worker's Compensation claim is denied or disallowed and all appeals are exhausted through the Industrial Commission, said leave shall cease and the employee will be required to reimburse the County for any amounts paid through this section. The rate and method for reimbursement will be determined by the department head on a case by case basis.

**Section 11.6.** If the employee is not released by his physician at the end of the Injured On Duty Leave, the employee will be placed on FMLA leave in accordance with the current bargaining unit contract for a period not to exceed twelve (12) weeks.

**Section 11.7.** If the employee is unable to return to work or unwilling to return to work, the County, in conjunction with the Appointing Authority, will begin proceedings for Involuntary Disability Separation or Voluntary Disability Separation pursuant to County policy and Ohio Administrative Code.

**Section 11.8.** If at any time subsequent to the occupational injury the employee is released to return to work with restrictions, the employee must petition to Return to Work with Modified Duty through the County's Risk Manager. The Risk Manager will work with the employee, the union representative (if applicable), the rehabilitation vendor, the Department Head (or designee), and the Bureau of Workers' Compensation to establish the assignment. *This assignment is not subject to the bid procedure.* In no case will modified duty exceed thirty (30) days. Any case that needs to extend beyond thirty (30) days, for up to two (2) additional weeks, will be reviewed by the Risk Manager and a decision in concert with the Department Head will be final. The period will be transitional in that it will provide evidence of the employee's ability to perform job functions which have been established under the review of the employee's physician of record. In using this program, it is the expectation that at the end of the thirty (30) days, the employee will be able to return to work without restrictions.

~~When an employee becomes physically incapacitated in the performance of the duties of his/her classification, the County shall transfer him/her to a new or vacant classification in a lower grade with a corresponding rate of pay, the duties of which he/she has the ability to perform.~~

~~This section shall apply to any incapacitated employee whether a result of illness or on the job injury which he/she may have sustained.~~

In all cases adequate documentation from the attending physical will be required.

A Transitional Work Program has been developed through the Human Resource Department of the County Engineer's Office and with the Ohio Bureau of Workers Compensation to assist employees with injuries. This program will enable an employee injured on duty to return to work in an approved structured program allowing him/her to qualify for both County benefits and wages while accessing the Worker's Compensation

System as well.

Jobs created under this Transitional Program will be only temporary in nature with the goal of assisting the injured worker in obtaining optimal functional capacity and a successful return to employment. Appropriate job duties will be matched by comparing physical restrictions, documented by the physician of record, and transitional job requirements, documented by the County Engineer.

A Transitional Work Committee comprised of two union members and two management members and a Medial/Vocational Case Manager will be established to discuss and determine the job functions to be performed and the number of transitional positions to be created.

Once a transitional work candidate is identified, actual job duties will be assigned on an individual case by case basis, with the input of the Vocational Case Manager, the County Risk Manager, injured worker, physician of record, and the Operations Supervisor. The injured worker will reserve the right to request the input of one union representative to aid in the identification of appropriate job tasks. The rate of pay for transitional duty will be equal to the employee's current job classification.

If through this Transitional Work Program it is further identified that the injured worker will not be able to return back to the same job classification without restrictions, the injured worker ~~will be subject to Article VI, Fringe Benefits, Section 8, Incapacitated Employees: Guidelines of the collective bargaining agreement, as any other employee, for reassignment. When permanent restrictions have been identified the injured worker~~ may bid for any job falling within his/her permanent restrictions.

Jobs created under Transitional Work Benefit Program are not subject to bidding requirements as they are created to ease the injured employee back into the workplace.

~~~~~  
ISSUE 11

Article IX, Fringe Benefits
Section 12, Longevity

FINDING

Article IX, Section 12 shall read as follows:

Section 12. All bargaining unit employees are entitled to longevity pay of *five cents (\$0.05)* per hour per year of service, after two (2) years of service. ~~not to exceed one thousand forty (\$1,040.00) dollars per year.~~ Longevity pay is added to the hourly rate of pay and paid on a biweekly basis.

~~~~~  
**ISSUE 12**

**Article IX, Fringe Benefits**  
**Section 13, CDL Bonus**

**FINDING**

**Section 13. CDL Bonus.** The County will pay a CDL bonus according to the following schedule on the CDL holder's anniversary date:

|         |                     |                 |
|---------|---------------------|-----------------|
| Class A | <del>\$500.00</del> | <b>\$600.00</b> |
| Class B | <del>\$400.00</del> | <b>\$500.00</b> |

~~~~~  
ISSUE 13

Article XX, Substance Abuse Policy

FINDING

Maintain current contract language.

~~~~~

**ISSUE 14**

**Article XXI, Compensation of Employees**

**FINDING**

Article XXI shall read as follows:

**Section 1.** The wage and salary schedule attached hereto, ~~by classification,~~ *as Appendix A* shall constitute the hourly rates of pay for each employee in the *listed* job classification. ~~for each of the periods of time shown.~~ *Bargaining unit members employed as of May 1, 2005, are grandfathered into the maximum hourly rates of pay for their respective classifications or classifications into which they bid. All other employees are subject to the step system for each classification listed in Appendix A.*

**Section 2. Truck Driver Rate.** ~~A.~~ Employees shall receive the truck driver rate on a crew cab only when carrying payload (*e.g.*, materials, dirt, or trash, *etc.*—not pay for transportation). This section only pertains to crews without a foreman or acting foreman.

**Section 3. Call-out Pay.** ~~B.~~ Each employee called out for snow removal and ice control shall receive wages no less than four (4) hours at the appropriate rate. ~~D.~~ When four (4) or more trucks throughout the County are called out for snow and ice, the Master Mechanic will be called out.

**Section 4. Pension Contribution.** ~~E.~~ All PERS contributions will be paid by the County throughout the life of this contract.

**Section 5. Operator IV Rate.** ~~F.~~ The operator of a dump or tandem body truck will receive Operator IV rate when hauling equipment or materials on a trailer. This does not include the operator of a crew cab truck.

**Section 6. Required Training.** ~~F.~~ The County may, in circumstances that require additional training for current jobs as the County deems necessary, pay for any additional schooling or training.

**Section 7. Steward Supplement.** ~~G.~~ Each employee holding the position of Union shop steward beginning 5/1/99 shall receive an additional ten cents (\$.10) per hour throughout the term of his or her position throughout the life of this contract. The parties limit the number of shop stewards to four (4) to be paid pursuant to this section. There shall be a total of two (2) shop stewards in District 1 and one (1) shop steward each in Districts 2 and 4.

**Section 8. Trainer Pay.** ~~H.~~ When the ~~County Employer finds it necessary to use the~~ *utilizes an* Operator V ~~position~~ to train employees, ~~the rate of pay for the Operator V shall be the same as the Master Mechanic rate of pay.~~ *the Operator V shall be paid the Master Mechanic rate for the time spent training employees.* The ~~County Employer~~ reserves the exclusive right to determine who ~~serves in Operator V position and when position is used~~ *is assigned to conduct and the need for such training.*

~~~~~  
ISSUE 15

New Article, Bargaining Unit Application of Civil Service Law

FINDING

New Article, Bargaining Unit Application of Civil Service Law shall read as follows:

Section 1. *In accordance with Section 4117.10(A) of the Ohio Revised Code (ORC), the following articles and/or sections thereof, as provided within this agreement, specifically supersede and prevail over those corresponding subjects addressed in the Ohio Revised Code Sections 9.44, 124.01 through 124.56, 325.19, 4111.03, and Rules and Regulations contained on the Ohio Administrative Code (OAC).*

<u>Contract Article</u>	<u>Statute/Regulation Preempted</u>
<i>Article 4, Union Security</i>	<i>ORC 124.27</i>
<i>Article 5, Classifications</i>	<i>OAC 123:1-3-01</i>
<i>Article 8, Promotions & Advancement</i>	<i>ORC 124.27; ORC 124.31</i>
<i>Article 9, Section 1, Premium Pay</i>	<i>ORC 4111.03</i>
<i>Article 9, Section 3, Holiday Pay</i>	<i>ORC 325.19</i>
<i>Article 9, Section 4, Sick Leave</i>	<i>ORC 124.39; ORC 124.39</i>
<i>Article 9, Section 6, Vacation</i>	<i>ORC 9.44; ORC 325.19</i>
<i>Article 9, Section 9, Military Leave</i>	<i>ORC 5923.05</i>
<i>Article 11, Seniority</i>	<i>ORC 9.44; ORC 124.321-124.328; ORC 124.32</i>
<i>Article 13, Grievance & Arbitration Procedure</i>	<i>ORC 124.03; ORC 124.34</i>
<i>Article 23, Disciplinary Policy & Procedure</i>	<i>ORC 124.03; ORC 124.34</i>

Section 2. *It is understood that Sections 124.57 and 124.388 ORC shall continue to apply to bargaining unit employees.*

Section 3. *It is expressly understood that the State Personnel Board of Review (SPBR) shall have no authority or jurisdiction related to bargaining unit employees and*

matters covered by this agreement.

~~~~~

**ISSUE 16**

**New Article, Union Office Space**

**FINDING**

Denied.

~~~~~

ISSUE 17

Side Letter: Payment of Personal Days

FINDING

See attached Appendix "B". The side letter contained in Appendix "B" is part of this fact finding award.

~~~~~

**ISSUE 18**

**Article IX, Fringe Benefits  
New Section 14, Hazardous Duty Pay**

**FINDING**

Article IX, Section 14 shall read as follows:

**Section 14. Hazardous Duty Pay.** *Effective August 1, 2005, bargaining unit members will receive a single fifty cent (\$.50) per hour supplement added to their base hourly rate for the duration of this Agreement.*

~~~~~

ISSUE 19

Tentative Agreement

The parties have reached tentative agreement on the following articles and these are included in this report.

Article 2, Purpose & Scope

Article 3, Recognition

Article 4, Union Security

Article 6, Seasonal and Temporary Job Postings

Article 7, Seasonal, Temporary, and Substitute Job Rates

Article 9, Section 1, Premium Pay

Article 9, Section 2, Overtime Call Out & Eligibility

Article 9, Section 3, Holiday Pay

Article 9, Section 9, Military Leave

Article 10, Hours of Work

Article 11, Seniority

Article 12, Health and Safety

Article 13, Grievance and Arbitration Procedure

Article 14, Management Rights

Article 15, Union Membership Exclusions

Article 16, Unpaid Leave and FMLA

Article 17, General Provisions

Article 19, Residency

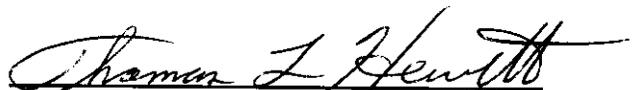
Article 22, Attendance Policy

Article 23, Discipline Policy and Procedure

Article 24, Security

Article 25, Employee Privacy

All other language in prior agreement remains unchanged.


Thomas L. Hewitt, Fact Finder

Mahoning County Engineer & Teamsters Local 377

Appendix A- Wage Schedule for 2006 (3.0% General Increase)

<u>Classification</u>	<u>2005 Rate</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>2006 Rate</u>
		<u>80%</u>	<u>85%</u>	<u>90%</u>	<u>95%</u>	
Engineering Aide 1	\$17.80	\$14.67	\$15.58	\$16.50	\$17.42	\$18.33
Engineering Aide 2	\$17.93	\$14.77	\$15.70	\$16.62	\$17.54	\$18.47
Engineering Aide 3	\$18.23	\$15.02	\$15.96	\$16.90	\$17.84	\$18.78
Engineering Aide 4	\$19.30	\$15.90	\$16.90	\$17.89	\$18.89	\$19.88
Laborer	\$17.32	\$14.27	\$15.16	\$16.06	\$16.95	\$17.84
Equip Operator 2	\$17.80	\$14.67	\$15.58	\$16.50	\$17.42	\$18.33
Equip Operator 3	\$18.18	\$14.98	\$15.92	\$16.85	\$17.79	\$18.73
Equip Operator 4	\$18.45	\$15.20	\$16.15	\$17.10	\$18.05	\$19.00
Auto Mechanic 1	\$18.18	\$14.98	\$15.92	\$16.85	\$17.79	\$18.73
Auto Mechanic 2	\$18.39	\$15.15	\$16.10	\$17.05	\$17.99	\$18.94
Master Mechanic	\$21.74	\$17.91	\$19.03	\$20.15	\$21.27	\$22.39
Foreman	\$18.72	\$15.43	\$16.39	\$17.35	\$18.32	\$19.28
Construction Foreman	\$18.96	\$15.62	\$16.60	\$17.58	\$18.55	\$19.53
Step One (1)= Rate of Pay from hire to 1st year anniversary date						
Step Two (2)= Rate of Pay after one (1) year continuous service						
Step Three (3)= Rate of Pay after two (2) years of continuous service						
Step Four (4)= Rate of Pay after three (3) years of continuous service						
Full Rate after four (4) years of continuous service						
*An Employee receiving a promotion in grade within a classification (i.e. Equipment Operator 2 to Equipment Operator 3, etc.) will be placed at the lowest step in the grade to which they are promoted so that there is an increase.						
*2006 Wage Rates take Effect 5/1/05						

Mahoning County Engineer & Teamsters Local 377

Appendix A- Wage Schedule for 2006 (3.0% General Increase)

<u>Classification</u>	<u>2005 Rate</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>2006 Rate</u>
		<u>80%</u>	<u>85%</u>	<u>90%</u>	<u>95%</u>	
Route Marker 1	\$17.32	\$14.27	\$15.16	\$16.06	\$16.95	\$17.84
Route Marker 2	\$17.56	\$14.47	\$15.37	\$16.28	\$17.18	\$18.09
Route Marker 3	\$17.83	\$14.69	\$15.61	\$16.53	\$17.45	\$18.36
Route Marker 4	\$18.23	\$15.02	\$15.96	\$16.90	\$17.84	\$18.78
Fabricator (Welder, Blacksmith, Equip. Body Man)	\$18.39	\$15.15	\$16.10	\$17.05	\$17.99	\$18.94
Sign Painter	\$17.36	\$14.30	\$15.20	\$16.09	\$16.99	\$17.88
Ext Arm Ditcher/Mower	\$18.29	\$15.07	\$16.01	\$16.95	\$17.90	\$18.84

Step One (1)= Rate of Pay from hire to 1st year anniversary date

Step Two (2)= Rate of Pay after one (1) year continuous service

Step Three (3)= Rate of Pay after two (2) years of continuous service

Step Four (4)= Rate of Pay after three (3) years of continuous service

Full Rate after four (4) years of continuous service

*An Employee receiving a promotion in grade within a classification (i.e. Equipment Operator 2 to Equipment Operator 3, etc.) will be placed at the lowest step in the grade to which they are promoted so that there is an increase.

*2006 Wage Rates take Effect 5/1/05

Mahoning County Engineer & Teamsters Local 377

Appendix A- Wage Schedule for 2007 (3.0% General Increase)

<u>Classification</u>	<u>2006 Rate</u>	Step 1	Step 2	Step 3	Step 4	<u>2007 Rate</u>
		<u>80%</u>	<u>85%</u>	<u>90%</u>	<u>95%</u>	
Engineering Aide 1	\$18.33	\$15.10	\$16.05	\$16.99	\$17.94	\$18.88
Engineering Aide 2	\$18.47	\$15.22	\$16.17	\$17.12	\$18.07	\$19.02
Engineering Aide 3	\$18.78	\$15.47	\$16.44	\$17.41	\$18.38	\$19.34
Engineering Aide 4	\$19.88	\$16.38	\$17.40	\$18.43	\$19.45	\$20.48
Laborer	\$17.84	\$14.70	\$15.62	\$16.54	\$17.46	\$18.38
Equip Operator 2	\$18.33	\$15.10	\$16.05	\$16.99	\$17.94	\$18.88
Equip Operator 3	\$18.73	\$15.43	\$16.40	\$17.36	\$18.33	\$19.29
Equip Operator 4	\$19.00	\$15.66	\$16.63	\$17.61	\$18.59	\$19.57
Auto Mechanic 1	\$18.73	\$15.43	\$16.40	\$17.36	\$18.33	\$19.29
Auto Mechanic 2	\$18.94	\$15.61	\$16.58	\$17.56	\$18.53	\$19.51
Master Mechanic	\$22.39	\$18.45	\$19.60	\$20.76	\$21.91	\$23.06
Foreman	\$19.28	\$15.89	\$16.88	\$17.87	\$18.87	\$19.86
Construction Foreman	\$19.53	\$16.09	\$17.10	\$18.10	\$19.11	\$20.12
Step One (1)= Rate of Pay from hire to 1st year anniversary date						
Step Two (2)= Rate of Pay after one (1) year continuous service						
Step Three (3)= Rate of Pay after two (2) years of continuous service						
Step Four (4)= Rate of Pay after three (3) years of continuous service						
Full Rate after four (4) years of continuous service						
*An Employee receiving a promotion in grade within a classification (i.e. Equipment Operator 2 to Equipment Operator 3, etc.) will be placed at the lowest step in the grade to which they are promoted so that there is an increase.						
*2007 Wage Rates take Effect 5/1/06						

Mahoning County Engineer & Teamsters Local 377

Appendix A- Wage Schedule for 2007 (3.0% General Increase)

<u>Classification</u>	<u>2006 Rate</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>2007 Rate</u>
		<u>80%</u>	<u>85%</u>	<u>90%</u>	<u>95%</u>	
Route Marker 1	\$17.84	\$14.70	\$15.62	\$16.54	\$17.46	\$18.38
Route Marker 2	\$18.09	\$14.91	\$15.84	\$16.77	\$17.70	\$18.63
Route Marker 3	\$18.36	\$15.13	\$16.07	\$17.02	\$17.97	\$18.91
Route Marker 4	\$18.78	\$15.47	\$16.44	\$17.41	\$18.38	\$19.34
Fabricator (Welder, Blacksmith, Equip. Body Man)	\$18.94	\$15.61	\$16.58	\$17.56	\$18.53	\$19.51
Sign Painter	\$17.88	\$14.73	\$15.65	\$16.57	\$17.50	\$18.42
Ext Arm Ditcher/Mower	\$18.84	\$15.52	\$16.49	\$17.46	\$18.43	\$19.41

Step One (1)= Rate of Pay from hire to 1st year anniversary date

Step Two (2)= Rate of Pay after one (1) year continuous service

Step Three (3)= Rate of Pay after two (2) years of continuous service

Step Four (4)= Rate of Pay after three (3) years of continuous service

Full Rate after four (4) years of continuous service

*An Employee receiving a promotion in grade within a classification (i.e. Equipment Operator 2 to Equipment Operator 3, etc.) will be placed at the lowest step in the grade to which they are promoted so that there is an increase.

*2007 Wage Rates take Effect 5/1/06

Mahoning County Engineer & Teamsters Local 377

Appendix A- Wage Schedule for 2008 (3.0% General Increase)

<u>Classification</u>	<u>2007 Rate</u>	Step 1	Step 2	Step 3	Step 4	<u>2008 Rate</u>
		<u>80%</u>	<u>85%</u>	<u>90%</u>	<u>95%</u>	
Engineering Aide 1	\$18.88	\$15.56	\$16.53	\$17.50	\$18.47	\$19.45
Engineering Aide 2	\$19.02	\$15.67	\$16.65	\$17.63	\$18.61	\$19.59
Engineering Aide 3	\$19.34	\$15.94	\$16.93	\$17.93	\$18.92	\$19.92
Engineering Aide 4	\$20.48	\$16.88	\$17.93	\$18.98	\$20.04	\$21.09
Laborer	\$18.38	\$15.15	\$16.09	\$17.04	\$17.98	\$18.93
Equip Operator 2	\$18.88	\$15.56	\$16.53	\$17.50	\$18.47	\$19.45
Equip Operator 3	\$19.29	\$15.89	\$16.89	\$17.88	\$18.88	\$19.87
Equip Operator 4	\$19.57	\$16.13	\$17.13	\$18.14	\$19.15	\$20.16
Auto Mechanic 1	\$19.29	\$15.89	\$16.89	\$17.88	\$18.88	\$19.87
Auto Mechanic 2	\$19.51	\$16.08	\$17.08	\$18.09	\$19.09	\$20.10
Master Mechanic	\$23.06	\$19.00	\$20.19	\$21.38	\$22.56	\$23.75
Foreman	\$19.86	\$16.36	\$17.39	\$18.41	\$19.43	\$20.46
Construction Foreman	\$20.12	\$16.58	\$17.62	\$18.65	\$19.69	\$20.72

Step One (1)= Rate of Pay from hire to 1st year anniversary date

Step Two (2)= Rate of Pay after one (1) year continuous service

Step Three (3)= Rate of Pay after two (2) years of continuous service

Step Four (4)= Rate of Pay after three (3) years of continuous service

Full Rate after four (4) years of continuous service

*An Employee receiving a promotion in grade within a classification (i.e. Equipment Operator 2 to Equipment Operator 3, etc.) will be placed at the lowest step in the grade to which they are promoted so that there is an increase.

*2008 Wage Rates take Effect 5/1/07

SIDE LETTER
PAYMENT OF PERSONAL DAYS

The parties agree that accumulated unused personal days earned by the following employees will be converted to cash payment at their applicable hourly rates and distributed to their families. Once paid, this side letter will expire.

1. Steve O'Dea
2. Louis Beeson
3. James Napolitano