

SUBMISSION

Although the present bargaining unit has related to the Employer under varying representation for some 20 years, Local 377 of the Chauffeurs, Teamsters, Warehousemen & Helpers was certified by the SERB as the representative in May of 2005. Accordingly, the Parties here are entering their first negotiations for an Agreement to succeed their previous contract, which expired on May 01, 2004.

Subsequent to certification of the Union, the Parties met on a number of occasions in attempts to come to accord on outstanding issues. Despite having reached tentative agreement on a number of proposals, the Parties declared impasse on the issues enumerated hereafter, and notified SERB.

Having reached impasse, the Parties requested that the Factfinder attempt mediation of unresolved issues prior to holding an evidentiary hearing. A mediation session was accordingly convened prior to hearing on May 25, 2006 at the Bazetta Township Police Department in Bazetta Township, Ohio. Although entered and undertaken in good faith, mediation failed to resolve the remaining issues below. Accordingly, an evidentiary hearing was held on the date and at the place above, at which the Parties were afforded an opportunity to present evidence and testimony, and to cross examine witnesses. The matter was declared closed as of the date of hearing.

ISSUES AT IMPASSE

The Parties identified and presented the following issues as unresolved:

- 1. Acknowledgement**
- 2. Duration**
- 3. Health & Safety/Protective Clothing**
- 4. Holidays**
- 5. Hospitalization/Benefits**
- 6. Hours of Work/Overtime**
- 7. Longevity**
- 8. Maintenance of Standards**
- 9. "Me Too Clause"**
- 10. Protection of Rights**
- 11. Vacation Leave**
- 12. Wages**
- 13. Expense Reimbursement***

*Resolved at hearing by mutual agreement of the Parties.

STATUTORY CONSIDERATIONS

In weighing the positions presented by the Parties, the Factfinder was guided by the considerations enumerated in OAC 4117-9-05(K), *et seq.*, specifically:

- 4117-9-05(K)(1)** Past Collectively bargained agreements, if any, between the parties;
- 4117-9-05(K)(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;
- 4117-9-05(K)(3)** The interests 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;
- 4117-9-05(K)(4)** The lawful authority of the public employer;
- 4117-9-05(K)(5)** Any stipulations of the parties;
- 4117-9-05(K)(6)** Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of the issues submitted to mutually agreed-upon dispute settlement procedures in the public service or in private employment.

BACKGROUND AND STATUTORY CONSIDERATIONS

Bazetta Township is located just outside and contiguous with the city of Cortland, a bedroom community of Warren and nearby Youngstown in Trumbull County. Divided between rural and urban, many of the Township's some 6,000 residents are employed by the Delphi Corporation, currently undergoing re-organization.

While the Township's resources are strained and it suffers the cost increases challenging most public sector employers, the Township does not lack the ability to pay compensation increases proposed by the Union under the most rigid understanding of that condition. Evidence presented indicates the Township to have had a total unencumbered balance in excess of \$500,000 as of January 1, 2006, with total estimated resources of \$3.2

million, up from a total of \$2.06 million in January of 2005.

In support of its proposals, the Union presents benchmark reports comparing Bazetta Township with peer communities in the regional labor market. For the most part, as is often the case, these communities lack sufficient demographic, geographic and fiscal similarity to enable valid comparison. Although the comparable communities provided by SERB are for the most part townships, and thus share with the Employer an inability to tax income directly, almost all are larger in population and many contain commercial and other property. Consequently, while the Factfinder examined and considered compensation and benefits provided by the comparables proffered, consideration was also given to the Employer's ability to attract and retain qualified workers, as indicative of its general position in the regional labor market. In that regard, every indication was that bargaining unit members tend to stay in their positions until retirement. Indeed some are second-generation Township employees.

As mentioned in the submission statement above, Local 377 became the certified representative for Road Department Employees only in April of 2005. The unit consists of five fulltime and three part-time employees in the classifications of Road Superintendent, Assistant Road Superintendent, Mechanics, Equipment Operators, Truck Drivers and Laborers. As might be expected, a number of issues at impasse here are creatures of the embryonic nature of the collective bargaining relationship. The Union maintains that the previous representative – an independent union, for the most part comprising present bargaining unit members, who represented themselves in negotiations – failed to bargain assertively. While this may have been the case, it is certain that the wages, benefits and conditions of employment provided the Employees have been effectively frozen in the more than two years since expiration of their previous collective bargaining agreement.

In consideration of these factors, as well as the other statutory prescriptions cited above and addressed as applicable below, and on review of the testimony and evidence provided, the following Report & Recommendation is respectfully rendered.

FINDINGS AND RECOMMENDATIONS

1. Acknowledgement

Union Proposal:

Local 377 proposes that “[t]he Union will type all Agreements and provide enough originals for each party to have a signed original and copies for each member.”

The Union contends that it maintains a clerical staff in part for the purpose of performing such functions. It desires and is obligated to provide work for these Union employees. The contract language is contained within its database, and consequently can be published and distributed to bargaining unit members and the Township efficiently and without cost to the Employer.

Township Position:

The Employer maintains that it is the Township’s statutory responsibility to file copies of the Agreement with SERB, and to provide copies of the Agreement to bargaining unit members. Proposals made in the course of negotiations for this Agreement are maintained in its database as well, and can be printed and distributed at little or no expense. Accordingly, it asks that the Union’s proposal be rejected.

Findings & Recommendations:

In most circumstances, employers are charged with publication and distribution of collective bargaining agreements. Not only are employers accountable for possible errors or omissions under contractual grievance procedures, in the case of public sector relationships they may additionally be subject to sanction under the Ohio Revised Code.

While Local 377’s desire to provide work for its clerical staff is commendable it does not overcome the lack of remedy available. Accordingly, the Union’s proposal is not recommended.

2. Duration

Township Proposal:

The Employer proposes a three year Agreement, effective upon execution, with expiration on the third anniversary of the effective date.

The Township argues that due to the financial reporting and fund distribution imposed by the County it is not in a position to know the state of its financial position until mid-year. Accordingly, it maintains that it is in a difficult position in negotiations commencing earlier in any calendar year, as it is forced to speculate as to funds available for wages and other benefits.

The Township also proposes language providing for negotiations for a successor Agreement to commence upon written notice by either of the Parties no later than 60 calendar days prior to expiration of the current contract. The language of the provision would include the impasse procedures provided in ORC 4117 by reference.

The Employer also proposes a “zipper clause” limiting their contractual relationship to the express language of the Agreement.

Union Position:

The Union proposes that the Agreement obtain until December 31, 2008. Local 377 contends that it represents other bargaining units whose contracts expire mid-year, and that in the interest of devoting attention to the present bargaining unit, it wishes to follow what it contends is a standard practice of contract expiry at the end of the calendar year, as is the case with the Employer’s agreement with its Firefighters.

The Union also proposes language in Section 2 of the Duration article to create a MADD superseding ORC 4117.14 and instead providing for either Party to seek mediation through the Federal Mediation and Conciliation Service, if there has not been complete agreement on a successor contract by ten days prior to expiration of the current Agreement. Under the Union’s proposal, mediation would continue until settlement or expiration of the current Agreement. Local 377 argues that the FMCS provides for more expedient assignment of mediators than does the statutory process under SERB.

Arguing that open communications promote strong labor-management relations, the Union urges that the Employer’s “zipper clause” proposal not be recommended.

Findings & Recommendations:

Section 1: Understandably, both Parties here seek leverage in successor negotiations through an advantageous termination date for the present Agreement. The Union understands that a December 31st date would not only enable it to devote Local 377's full resources to the bargaining effort, but would pressure the Township to negotiate in consideration of discussions with its other bargaining units. Likewise, in addition to having a more complete knowledge of its funding, the Employer would be advantaged by the Union's involvement in negotiations for other contracts and the ability to bring internal parity into the discussions.

The past contract between the Employer and the predecessor representative expired on April 30th . That expiration date would seem an appropriate compromise between the proposals and interests advanced in these negotiations, and is accordingly recommended.

Section 2: The Union's proposal, while well-taken in its desire to expedite mediation in order to effect resolution, would require the involvement of an additional administrative agency, thus complicating the bargaining process. The Employer's proposal reflects the current procedure under § 4117.14. While the Parties are free to negotiate a MADD through mutual agreement, considering that this is the first contract between the Parties, this Factfinder is reluctant to support either proposal. Accordingly, no § 2 language is recommended at this time, with default to the statutory bargaining and impasse resolution procedures provided in ORC 4117.

Section 3: The Township's proposal for a zipper clause conflicts with a tentative agreement reached by the Parties at § 6.1 providing for negotiation of unforeseen contingencies. Given that this is the first Agreement between the Parties, it would seem reasonable and appropriate that negotiation of mandatory subjects be undertaken, rather than the more adversarial routes of arbitration or SERB adjudication. Accordingly, the Township's proposal is not recommended.

3. Health & Safety/Protective Clothing

Township Proposal:

The Employer maintains a responsibility to provide a safe working

environment, just as its employees are expected to perform their duties in an efficient manner. Accordingly, it proposes language at §2 requiring that employees inform “the Employer” of any unsafe working condition, in order that a decision as to the appropriate response may be taken. The Township argues that the Union’s proposal in this regard leaves such decisions with the Road Superintendent, a member of the bargaining unit.

The Township opposes the Union’s proposal for a clothing allowance. However, it was agreed at hearing to accept Local 377’s proposal that raingear be added to the list of “clothing suitable for the duties of the position” to be provided by the Employer.

Union Position:

Arguing that unsafe working conditions often require immediate decisions in order to protect worker safety, the Union proposes language at § 2 that would place responsibility for a decision as to appropriate action on the Road Supervisor, rather than requiring the Employer to be contacted.

Local 377’s proposal to add raingear to the list of “clothing suitable for the duties of the position” to be provided by the Township was accepted by the Employer at hearing, in consideration of which the Union withdrew its proposal for the addition of shorts.

Pointing to what it maintains are clothing allowance provisions in comparable contracts ranging from \$250 to \$675, the Union proposes a an increase in the unit’s clothing allowance from the current \$200 to \$250 annually.

Findings & Recommendations:

The Township’s reluctance to entrust decisions to shut down the Road Department’s projects to the discretion of the Road Superintendent – himself a member of the bargaining unit – is understandable. However, as the Union very correctly points out, in situations in which danger may be imminent, the luxury of delaying a safety decision until such time as the Employer or its designee can be notified of the situation might result in disastrous consequences not only to Township Employees, but to the public as well. Consequently, the Union’s proposal for vesting responsibility for such decisions in the Road Superintendent will be recommended,

with the addition of the requirement that the Superintendent “shall inform the Employer or its designee of the situation at the earliest practicable opportunity”.

In consideration of inflation and comparables, the Union’s proposal to increase the clothing allowance from the present \$200 per annum to \$250 is recommended.

4. Holidays

Township Proposal:

Arguing that Road Department Employees are the only Township workers enjoying paid holidays off on Primary and General Election days. The practice was negotiated at a time when the Township garage was utilized as a polling place. As this is no longer the case, the Employer argues that the basis for the bargaining unit’s benefit no longer exists, and it should be eliminated in the interest of internal parity.

As does the Union, the Employer proposes increasing the premium pay for unit members required to work enumerated holidays to “two times over the regular rate of pay.”

Union Position:

The Union opposes the elimination of two existing holidays, but would accept their conversion to “personal days”.

In accord with the Employer, the Union proposes increase of holiday premium pay from 1 ½ time to double time over their regular rate of pay.

Findings & Recommendations:

The Employer’s argument that paid holiday observances on days of primary and general elections was necessitated by utilization of the Road Department garage as a polling place is well-taken. It may also be true that the situation has changed, rendering the observance vestigial. Nonetheless, the two election day holidays are an existing benefit afforded this bargaining unit, arguably in consideration of some other concession in the bargaining process.

Not having offered any consideration for elimination of the benefit, the Employer here asks the Factfinder to recommend their elimination simply because their original *raison d’être* no longer exists. The Township having been unable to

negotiate its proposal to eliminate an existing benefit in the course of collective bargaining, it is inappropriate for the Factfinder to impose it.

5. Hospitalization/Benefits

Township Proposal:

Section 1: Citing increases in the cost of employee health care coverage amounting to 32% over the two year period from 2005-2006, the Township proposes that bargaining unit members contribute 15% of the monthly premium through payroll deductions. The Employer maintains that both the Township's Police and Fire units participate in premiums.

Section 2: Anticipating the necessity to change coverage or carriers during the course of the Agreement, the Township proposes language requiring it to meet with the Union to discuss such changes. It rejects the Union's proposal for maintenance of "the same or better levels as the current plan as too rigid.

Section 4: The Employer proposes an increase in the life insurance coverage provided bargaining unit members from the current \$15,000 to \$25,000.

Section 5: The Employer proposes to change the existing provision providing a \$100/\$200 payment to bargaining unit members waiving health care coverage under the hospitalization and prescription drug plans to "no more than 20% of the cost of the applicable premium in lieu of such coverage."

Union Position:

Section 1: Pointing to other bargaining units it contends are comparably situated, the Union proposes maintaining the present benefit level, at which the Employer pays 100% of the monthly health care premium.

Section 2: Local 377 proposes language requiring the Township to maintain health care coverage "at the same or better level as the current plan."

Section 4: The Union accepts the Employer's proposal to increase life insurance coverage from \$15,000 to \$25,000.

Section 5: Local 377 accepts the Employer's proposal to change the fixed \$100/\$200 payment to members waiving health care to an amount equal to 20% of the cost of the applicable premium.

Findings & Recommendations:

Section 1: While some communities may continue to pay 100% of employee health care premiums, there is no question that as these costs escalate to the level of unmanageability, more and more collective bargaining agreements of necessity provide for employee participation. The Township's proposal comports with this trend, and is necessitated by a need to indemnify itself against cost increases that cannot be projected or budgeted. Consequently, the Employer's proposal for employee participation at the rate of 15% of the monthly cost of health care premiums through payroll deductions is recommended.

Section 2: The Union proposes maintenance of or increase in existing health care benefits in such case as the Employer is required to change plans or carriers. While Local 377's interest in assuring a continued level of coverage for its members is understandable, as a practical matter it is an almost impossible standard to meet. What is "the same" coverage may not be available in the any plan, either through the current carrier or another. Moreover, what is "better" coverage for one member may not, in fact, be better for another member with differing health care needs.

Consequently, the Employer's proposal to meet and discuss any changes in health care coverage with members of the bargaining unit is a reasonable approach. In addition to the input into the decision it provides the Union, the health care interests of bargaining unit members are further protected by the fact that all Township employees, including the Trustees, are covered by the same health care policy. Accordingly, the Township's proposal is recommended.

Section 4: The Township's proposal to increase life insurance coverage to \$25,000 is accepted by the Union and recommended here.

Section 5: The Township's proposal to change the fixed payment to those waiving health care coverage to an amount "no more than 20% of the cost of the applicable premium" leaves open the possibility that a lesser amount might be paid. While there is no indication that the Employer harbors any intent to make payments less than the contractual amount, it is language best clarified. Accordingly, the Employer's proposal will be recommended, with elimination of the phrase "no more than".

6. Hours of Work/Overtime

Union Proposal:

Section 1: Citing what it argues are comparable provisions in peer communities, the Union proposes to changing the present contract language - establishing the work week at forty hours per week computed between 12:01 am Saturday and 12:00 midnight the following Friday – to a normal workweek of Monday – Friday, 7:00 am to 3:00 pm, unless otherwise agreed by the Parties. The Union also proposes changing the current language disclaiming Section 1 as no guarantee of work per-day or per-week to an explicit guarantee.

Section 3: The Union proposes language providing that work performed on Saturday be compensated at time and one-half, and work performed by bargaining unit members on Sunday to be paid a double the employee’s regular hourly rate.

Township Position:

Contending that it requires flexibility in scheduling Road Department employees, the Employer opposes the Union’s proposals.

Section 1: The Township proposes inclusion of language in § 1 of Article 14 to provide for consultation with affected employees at least fourteen calendar days in advance of changing existing work schedules.

Section 2: The Township argues for retention of current contract language providing for time and one-half for overtime above eight hours in one day or forty hours in one workweek. The Employer rejects the Union’s proposal for premium time to be paid for weekend work, arguing that often the duties of the Road Department may require scheduling employees on weekends.

The Employer argues that the comparable jurisdictions presented by the Union are either larger or more financially secure than is Bazetta Township, and that safety forces, working other than forty hour weeks must have established work weeks for scheduling purposes. Its proposal is the practice followed by Road Department employees and the Township for twenty years.

Findings & Recommendations:

In the public sector, and particularly in the Road Department, the potential

need to schedule employees on weekends is evident. Neither is the public interest served by contractual guarantees of work, nor did the Union demonstrate that bargaining unit members were regularly scheduled at less than full time.

On the other hand, the Township's proposed language requiring the Employer to consult with affected employees fourteen days prior to changing their schedules would seem to mitigate against capricious or retaliatory reassignments.

Accordingly, the Township's proposal in Section 1 is recommended. The Union's proposals are not recommended, and current contract language should be retained.

7. Longevity

Union Proposal:

Local 377 proposes elimination of language in the predecessor Agreement that effectively limits the payment of hourly longevity enhancements to a maximum of thirty years. The Union argues that no other Bazetta Township bargaining units have caps on longevity benefits.

Township Position:

The Employer urges retention of the present practice of capping longevity benefits at a maximum of thirty years. In any case, the Township contends, most Employees with thirty years seniority are eligible for retirement, and, it asserts, nine out of ten have taken advantage of that opportunity.

Findings & Recommendations:

Whether eligible for retirement or not, Road Department having over thirty years seniority have served their time. Five cents per hour for each year beyond thirty is not a burdensome reward for service to the community; nor is its payment likely to threaten the Township's financial situation. In the interest of equity, as well as internal and external parity, the Union's proposal to extend longevity payments beyond thirty years is recommended.

8. Maintenance of Standards

Union Proposal:

Arguing that, as a new representative for Road Department Employees, it cannot be expected to anticipate every eventuality in the labor-management relationship, the Union proposes language requiring the Township to “maintain the present highest minimum standard as set forth in the current policy.” Included in the Union’s proposal is the requirement that the Employer negotiate all mandatory subjects of bargaining and make no policy changes without first notifying and negotiating with the Union.

Township Position:

While it offers no counter-proposal, the Employer argues that maintenance of standards amounts to a blank check for Union intervention in management rights. Further, it maintains that the Union has failed to demonstrate substantial reason to include such a provision in the Agreement.

Findings & Recommendations:

Local 377’s concern that its representation of Road Department Employees not result in Draconian policy changes affecting the terms and conditions of their employment is understandable. However, determination of what is and isn’t a current standard, what changes might legitimately be within the management rights prerogative of the Employer and what might be a binding past practice are only amenable to analysis on a case-by-case basis - circumstances anticipated and provided for in the contractual grievance procedure. Bargaining over changes in mandatory subjects affecting wages, hours, terms and conditions of employment are required by law to be resolved through an Unfair Labor Practice charge filed with the SERB.

Accordingly, Local 377’s proposal for maintenance of standards is not recommended.

9. “Me Too Clause”

Union Proposal:

The Union proposes language that wages and benefits subsequently negotiated with another Township bargaining unit exceeding percentage increases provided Local 377 under this Agreement would be matched automatically. In support of its

proposal, the Union cites the neighboring jurisdiction of Poland, whose contract, it says, contains such a provision.

Township Position:

The Employer argues that it cannot support such a proposal, in some part because Township safety forces are subject to the conciliation process, in which the Employer has no control over wage and benefit increases to bargaining unit members.

Findings & Recommendations:

It is the nature of collective negotiations that each unit has independent needs, as each has achieved differing results through the quid pro quo of the bargaining process. Therefore, benefits or wage concessions granted one union have often been in exchange for other concessions not generally applicable. In addition to conflicting with the Recognition clause of the Parties' Agreement, as well as failing to accommodate impositions under interest arbitration, the Union's proposal ignores the fundamental principle that wages and benefits are provided under conditions that are not universal. Accordingly, Local 377's proposal is not recommended.

10. Protection of Rights

Union Proposal:

Citing its contracts with neighboring Poland and Canfield, the Union proposes language in this Agreement precluding discipline of bargaining unit members for failure to cross any primary picket line.

Township Position:

The Township opposes the Union's proposal, asserting that observing picket lines might, in fact, constitute an unauthorized strike under Ohio law.

Findings & Recommendations:

While Local 377 maintains that its members observance of picket lines would be limited to primary rather than secondary labor disputes, language supporting the observance of picket lines by public sector employees would conceivably harm the public interest. Whatever the legality of such a provision, the Factfinder is statutorily precluded from recommending the proposal.

11. Vacation Leave

Township Proposal:

The Road Department bargaining unit consists of five full-time employees, all of whom currently receive annually three weeks of vacation leave; three days of personal leave; fifteen days of sick leave; and thirteen paid holidays. The Township asserts that this amount of paid leave, when no work is being accomplished, should be sufficient for all bargaining unit members, and its provision exerts a hardship on the Department, as well as Employees on the job.

Consequently, the Employer proposes that one week of paid vacation currently provided those employees with over twenty-one years of service be eliminated. Its proposal will affect only two bargaining unit members over the course of the Agreement.

Union Position:

The Union presents the Bazetta Township Policy Manual, providing for six weeks of paid vacation to non-bargaining unit personnel after 21 years of service. Likewise, Local 377 presents the collective bargaining Agreement between the Township and the IAFF, also providing for 6 weeks of vacation for employees having over 21 years of service.

Findings & Recommendations:

The Township's argument in support of its proposal to reduce the existing vacation entitlement of its most senior Road Department employees lacks sufficient weight to rescind an existing benefit. Neither does internal parity militate for such an extreme measure. The Township's proposal is not recommended.

12. Wages

Township Proposal:

The Employer proposes wage increases of 3%-2%-2% respectively for each of the three contract years to be effective on execution of the Agreement and on its first and second anniversaries.

The primary sources of funding for the Road Department are Motor Vehicle License Taxes and a Gasoline Taxes. In 2005, the amount of that funding was some

\$125,000. The amount anticipated for 2006 is some 2% less – about \$122,500. Additionally, the Road Department budget has been adversely affected by increased health insurance costs, further reducing the 2006 budget, for a total reduction of approximately \$24,000.

Moreover, the Township maintains that it has had to supplement the Cemetery Fund, also included in the Road Department. In 2004, the General Fund advanced the Cemetery approximately \$23,000, with an additional \$38,000 advance in fiscal year 2005. Similarly, it expects to make another such transfer in 2006. These advances, the Employer argues, must be replaced.

Given the reduction in Road Department funding, the Township argues that it has made a reasonable wage offer to the Union. The Employer also points to Bureau of Labor Statistics data, indicating Consumer Price Index percentage increases of 1.9% in 2003; 2.4% in 2004; and 3.2% in 2005 for Midwest Urban markets. Should it be forced to pay additional wages, the Employer asserts that it may be forced to look at alternative reductions, including reductions in the workforce.

Union Position:

Local 377 argues that due to the transition in representation its members have had no wage increases in three years, leaving the Employees at compensation levels below those of comparable communities. In the interim, the Township's Police enjoyed increases amounting to 5% in each of 2004 and 2005, and are commencing negotiations for 2006. Likewise, according to the Union, Bazetta's Firefighters received 3.5% wage increases in each of 2004, 2005 and 2006.

Therefore, the Union proposes wage increases amounting to approximately 6%-4.5%-4.5% respectively in each of the contract's three years for a total wage increase of 15% over the life of the Agreement.

At Section 4, the Union proposes that the Township assume 7% of each bargaining unit member's OPERS contribution in the first contract year; 8.5% in the second year; and assume full payments in the contract's final year. In support of its proposal, the Union argues that the Township currently picks up 100% of OPERS contributions for non-bargaining unit employees.

Findings & Recommendations:

Section 1: Internal parity, compensation paid within the labor market in which Bazetta Township competes and the effective three year wage freeze already sustained by this bargaining unit all militate for some adjustment in compensation. Moreover, as was recommended above, Road Department Employees will begin contributing to their health care premiums under this Agreement, a further reduction in their effective compensation.

However, as with many public sector employers, the Township is undergoing budgetary constraints of its own. It cannot sustain a wage increase of the magnitude proposed by Local 377. Neither is there evidence that the wages and compensation the Employer currently provides Road Department workers is inadequate to attract and retain competent employees; indeed, all evidence indicates that Township employees tended to stay in their positions until retirement.

Nonetheless, the Employer cannot balance its own budget on the backs of its workforce. The 7% increase offered by the Employer over the course of the contract is an inadequate adjustment in consideration of the factors addressed above. Accordingly, wage increases equal to 4% of each Employee's base hourly rate of pay, effective May 1, 2006; 4% effective May 1, 2007; and 3% effective May 1, 2008 are recommended.

Section 4: While internal parity would support the Employer's assumption of a greater share of the OPERS contributions for bargaining unit members, it is unreasonable to expect assumption of 100% over the course of a single Agreement. According, the 7% contribution is recommended for the first two years of the contract, increasing to 8%, effective May 1, 2008.

13. Expense Reimbursement**Findings & Recommendations:**

Resolved at hearing by mutual agreement of the Parties.

SUMMARY

FINDINGS AND RECOMMENDATIONS

1. Acknowledgement

Union proposal to publish and distribute copies of contract not recommended.

2. Duration

Section 1: Expiration on April 30, 2009.

Section 2: No proposal recommended; default to statutory process.

Section 3: No proposal recommended.

3. Health & Safety/Protective Clothing

Section 2: Unsafe working conditions to be determined by the Road Superintendent, with requirement to inform the Employer or designee "at the earliest practicable opportunity".

4. Holidays

Employer's proposal not recommended; current election day holiday benefit maintained.

5. Hospitalization/Benefits

Section 1: Employer's proposal for 15% Employee participation is recommended.

Section 2: "Employer agrees to meet with the Union in advance of such action for the purpose of discussing the change in carriers and/or coverage" recommended.

Section 4: Increase life insurance coverage to \$25,000.

Section 5: Change fixed rate of coverage to amount equal to 20%.

6. Hours of Work/Overtime

Section 1: Workweek; current contract language, with the exception of requirement that Employer consult with affected employees fourteen days prior to effecting schedule change. No guarantee of work per-day or per-week.

Section 3: Current contract provisions.

7. Longevity

Elimination of thirty year maximum longevity cap is recommended.

8. Maintenance of Standards

Not recommended.

9. "Me Too Clause"

Not recommended.

10. Protection of Rights

Not recommended.

11. Vacation Leave

Township's proposal to reduce vacation entitlement is not recommended.

12. Wages

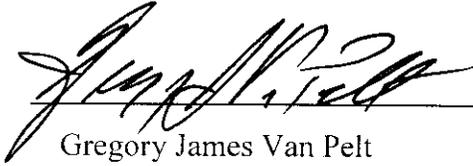
4%-4%-3%

OPERS Contribution: 7% - 2006; 7% - 2007; 8% -2008

13. Expense Reimbursement

Resolved at hearing by mutual agreement of the Parties.

14. Any and all tentative agreements heretofore entered into between the Parties



Gregory James Van Pelt

Respectfully submitted this 15th day of June, 2006
At Shaker Heights, Cuyahoga County, Ohio