STATE EMPLOYMENT
RELATIONS BOARD

2006 OCT -4 A 11: 24

AFSCME, OHIO COUNCIL 8, LOCAL 3759	)	
(UNION)	)	
	)	**Case No. 06-MED-03-0315**
	)	
and -	)	
	)	
THE MAHONING COUNTY DISTRICT BOARD OF HEALTH	)	
	)	
(EMPLOYER)	)	

FACT - FINDER'S REPORT AND RECOMMENDATIONS

Proceedings before Jared D. Simmer, Fact-Finder. Pursuant to the provisions of Section 4117-9-05 of the Ohio Revised Code, the Fact-Finder was assigned to this case on August 4, 2006.

While the collective bargaining agreement expired on May 31, 2006, the parties agreed to two extensions: June 1-June 30, 2006, and a second from June 30-July14, 2006. By mutual agreement of the Parties, fact-finding was requested and a hearing was held on September 19, 2006.

I. APPEARANCES

For the Employer:

Jon Steen (attorney), Edward Janik (Director of Finance/Human Resources).

For the Union:

Jaladah Aslam (Staff Representative, AFSMCE), Julie Thompson, Carol A. Komar-Vadinod, and Jessica J. Vertz (President of AFSCME Local 3759).

II. BACKGROUND

This proceeding involves bargaining between approximately 48 full and part-time employees of the Mahoning County District Board of Health, and the Board. The current three-year collective bargaining expired on May 31, 2006. The Parties continue to operate under an extension of the expired agreement.

Prior to hearing, the parties met four times and, using an interest-based negotiations model, were able to reach a tentative agreement (TA). The TA was duly presented for ratification to each respective constituency. The Board approved the TA but on July 10, 2006 the bargaining unit voted the proposed contract down. On August 16, 2006 the Parties requested fact-finding.

Both Parties filed pre-hearing position statements that were duly received and considered by the Fact-Finder. On September 19, 2006 a one-day hearing was held at the Board offices in Youngstown, Ohio.

After due consideration of the testimony and evidence presented by the parties, and mindful of the need to balance the interests of the Parties with the need to propose language that offers a reasonable opportunity for mutual ratification, the Fact-Finder issues the following Report and Recommendation.

III. OPEN ISSUES

During the course of good-faith negotiations, the parties reached a tentative settlement. Upon the failure of the Union membership to ratify the proposed contract, the Parties requested a Fact-Finding hearing, with discussion limited to three articles; 19 (Health Benefits), 20 (Wages), and the effective date of the new agreement (duration).

With the exception of Articles 19, 20 and duration, the provisions of the TA agreed to by the parties in negotiations are formally recognized and adopted by the Fact-Finder without discussion. This new language is set forth, infra.

The three issues still in dispute will be addressed in detail, however.

IV. FACT-FINDER'S REPORT AND RECOMMENDATIONS

In issuing this Report and Recommendations, the Fact-Finder took notice of all the oral and written testimony presented by, and as stipulated by, the parties, as well as those six factors that the State Employment Relations Board requires, to wit:

1. Prior collective bargaining agreements, if any, between the parties.
2. Comparison of the issues in the instant case with those issues involving other public and private employees doing comparable work, giving consideration to the factors peculiar to the area and classification involved.
3. The public interest and welfare, the ability of the employer to finance and administer the items involved, 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, which are normally or traditionally considered in the determination of issues submitted to mutually agreed-upon dispute settlement procedures in the public service or in private employment.

This Report sets forth recommendations which the Fact-Finder believes are reasonable and fair and which both parties can be comfortable recommending to their respective constituencies.

V. REPORT AND RECOMMENDATIONS

It is my hope that the following Report balances the financial health of the Board with the economic interests of the Local. Towards that end, it's my intention to recommend a solution to the current contract impasse that recognizes equity. Further my recommendations will be modeled after the parameters of the Parties initial tentative agreement.

Agreed-to Changes to the Contract

The following language, as provided by the Parties and represented at fact-finding as no longer in dispute, is adopted and reproduced without discussion, to wit:

ARTICLE 4 - PLEDGE AGAINST DISCRIMINATION AND COERCION

Section 1.
Neither the Employer nor the Union shall discriminate against any bargaining unit employee on the basis of age, sex, race, color, creed, sexual orientation, or national origin. The Union shall share equally with the Employer the responsibility for applying this Article of the Agreement.

ARTICLE 7 - DISCIPLINE AND DISCHARGE

Section 6. Suspension or Discharge Procedure.
Whenever the Health Commissioner, or his/her designee, determines that an employee may be disciplined for just cause by suspension or discharge, a pre-disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation for the alleged misconduct.

When an employee's behavior requires immediate removal from the premises, the Health Commissioner may suspend the employee with pay for the remainder of the workday.

The employee must report to work the next workday, or at a time established by the Health Commissioner.

Pre-disciplinary conferences will be conducted by a hearing officer who will be selected by the Health Commissioner, or his designee, from those supervisors not directly in the chain of command of the employee. The hearing officer may also be an impartial outsider who has ~~not~~ no direct interest in the issue at hand.

Not less than twenty-four (24) hours prior to the scheduled starting time of the conference, the Health Commissioner will provide to the employee a written outline of the charges which may be the basis for disciplinary action. The employee must choose to: (1) appear at the conference to present an oral or written statement in his defense; (2) appear at the conference and have a chosen representative present an oral or written statement in defense of the employee; or (3) elect in writing to waive the opportunity to have a pre-disciplinary conference. A representative of the collective bargaining unit is permitted to attend the pre-disciplinary conference in accordance with Article 7, Section 5 of the collective bargaining agreement and reasonable effort will be made to schedule the matter to accommodate the representative.

At the pre-disciplinary conference, the hearing officer will ask the employee or his representative to respond to the allegations of misconduct which were outlined to the employee. Failure to respond or respond truthfully may result in further disciplinary action.

At the conference the employee or his representative and the employer may present any testimony, witnesses, or documents which explain whether or not the alleged misconduct occurred. The employee shall provide a list of witnesses to the hearing officer as far in advance possible, but not later than one (1) hour prior to the conference. It is the employee's responsibility to notify witnesses that their attendance is desired.

The employee and/or his representative and the employer will be permitted to question witnesses. A written report to the Health Commissioner will be prepared by the hearing officer concluding as to whether or not the alleged misconduct did occur. A copy of the hearing officer's report will be provided to the employee.

The Health Commissioner will recommend appropriate disciplinary action, if any, to the Board of Health. The Board of Health shall determine appropriate disciplinary action.

ARTICLE 9 - HOURS OF WORK

Section 9.

The current hours of operation are 8:00 A.M. to 4:30 P.M. Monday through Friday. Schedules outside of these hours exist and require management approval. The current practice of employees working outside of their normal hours being treated as compensated as additional hours (straight time if greater than 37.5 hours or overtime if greater than 40 hours) will continue. Managers will be educated on this practice. In the event the Board elects to change the current hours of operation or current practice referred to in this section, it will give the Union two weeks notice and meet and confer regarding the change.

ARTICLE 12 LAYOFF

Section 5.
A laid off employee shall have the right to displace an employee with the least seniority in the classification from which the employee was laid off or in a lower or equivalent classification, in the following order:

a) Within the classification from which the employee was laid off;

b) Within a classification which has the same or similar duties as the classification from which employee was laid off;

c) Within the classification held immediately prior to holding the classification from which the employee was laid off;

d) In the next lower or successively lower classification.

e) In the event a displaced employee has no other option (a-d above) they may, if they have the skill and ability to do the job of an existing temporary, intermittent or seasonal position, bump into that position subject to the terms and conditions of that position and maintain their bargaining unit status during this period.

Section 9. - Automatic Recall

In the event of a layoff, should a classification laid off have a period of six (6) weeks or more where the remaining employees in the classification work at a full-time equivalent level as existed prior to the layoff, the Employer shall be required to initiate a recall for the classification involved.

For example, in the event there are three (3) employees in a classification (two part-time employees who average fifteen (15) hours each per week and one full-time employee who averages thirty-seven and one-half (37.5) hours per week) and a layoff occurs, if for any six (6) week period after the layoff the two remaining part-time employees work sixty-seven and one-half (67.5) hours per week or more, a recall shall occur.

ARTICLE 13 - VACANCIES AND PROMOTIONS

Section 1

When a vacancy occurs or a new job classification is created within the bargaining unit and the Employer wishes to fill such an opening, the Employer shall post a notice of such opening(s) at each work site for a period of seven (7) working days. The notice shall contain the job title, rate of pay, work site, shift, a brief job description and the date of posting. Any employee who wishes to be considered for the position shall file a written application with the Health Commissioner, or the Health Commissioner's designee, by the end of the posting period. All applications shall include the applicant's name, date of hire, current classification and the date submitted to the Employer. All applications shall be date/time stamped upon receipt and a copy of the application shall be given to the employee. A copy of the job posting, shall be provided to the Union at the beginning of the posting period.

All applications shall be reviewed by the Employer, and the job shall be awarded, within sixty (60) calendar days to the applicant who possesses the greatest job related qualifications. Where two or more applicants are approximately equal in job related qualifications, the job shall be awarded to the most senior applicant. The Employer shall make every effort to promote from within the bargaining unit before filling any applications from outside the bargaining unit.

Bargaining unit employees who are not selected for the position they bid on may request a written explanation of why they were not chosen for the position. The purpose of this explanation is to provide the employee with a better understanding of management's decision ~~and~~ *so they can prepare* ~~themself~~ *for future opportunities for advancement. The written explanation shall not be the basis for an employee to file a grievance.*

Employees awarded a job pursuant to the provisions of this Article shall be given ~~ample opportunity~~ *thirty (30) days to demonstrate their ability to perform the job on a regular basis. If they cannot demonstrate that ability, they shall be returned to their former classification without loss of seniority or benefit. Employees awarded the job under these provisions shall be provided with all reasonable help, training and supervision necessary to*

perform the required tasks assigned. Employees shall be considered qualified for the job when they can satisfactorily perform the required duties of the job with no more supervision that is required by other qualified employees on the same job and their work meets the minimum applicable to the job. Employees who are awarded a job under these provisions shall be compensated at the regular rate of pay of the new classifications.

An employee who feels they are not able to perform the duties of the new position may elect to return to their former position within the first thirty (30) calendar days after the move to the new position. Any employee who chooses to return to their former position will be barred for a period of one (1) year from bidding on the same job classification.

When jobs are created in the bargaining unit, a copy of the job description will be provided to the Union five (5) working days prior to any posting.

Section 2

Vacancies for positions outside the unit (i.e. management positions) will be announced to employees in the bargaining unit internally ~~seven (7)~~ at least one (1) calendar ~~days~~ day prior to any external advertisement. Nothing in this section limits the Employer's authority or discretion in filling the position.

ARTICLE 15 - VACATION

Section 10.

After one full year of employment, employees will receive one (1) paid "personal day" per year. The personal day may be taken for any reason and will be granted by the employer based on operational needs. The personal day is not cumulative and if not used during the contract year (June 1 through May 31) will be lost.

Effective June 1, 2004, all bargaining unit employees will receive an additional personal day per contract year, for a total of two (2) personal days.

Effective June 1, 2006, all bargaining unit employees will receive an additional personal day per contract year, for a total of three (3) personal days.

ARTICLE 17 - SICK TIME

Section 6.

The previously accumulated sick leave of an employee who has separated from public service shall be credited to the employee's accumulated leave upon employment with the employer to a maximum of three hundred (300) hours

provided that the employee has not received compensation for such unused sick leave at the time of separation from previous service, so long as such re-employment is within ten (10) years.

Section 8.
Upon retirement an employee shall be entitled to receive payment for his unused sick leave at the rate of twenty-five percent (25%) up to a maximum of ~~sixty (60)~~ ninety 90 days (for example an employee with ~~two hundred forty (240)~~ three hundred sixty (360) accumulated sick days would receive ~~sixty (60)~~ ninety (90) days pay).

ARTICLE 21 - CHANGE IN JOB CONTENT

If a substantial change is made in the job content of one of the job classifications covered by this Agreement, the following procedures shall apply: Should the Union contend that such change is substantial enough to affect the wage rate for that job, it shall inform the Employer in writing. The parties shall meet as soon as possible within fifteen (15) calendar days of such notification and discuss such contention. If the parties cannot agree as to whether a substantial change has occurred or as to the wage rate to be paid for the job as substantially changed, the matter may be referred to an impartial arbitrator for disposition. The arbitrator shall be selected in accordance with the grievance procedure of this Agreement. The arbitrator shall determine whether such a substantial change has occurred and/or the appropriate wage rate therefore. The decision of the arbitrator shall be final and binding on the Employer, the Union and the employees. Any new rate so established shall be retroactive to the date determined by the arbitrator but in no event shall the rate be retroactive earlier than the date the written notice ~~as provided for above is given~~ was provided by the Union to the Employer.

ARTICLE 22 - LIABILITY INSURANCE

Section 1.
General liability insurance will be provided all employees in the amount of one million dollars ($1,000,000.00) at no cost to the employee. Employees upon request shall be provided with a copy of the proof of coverage.

Section 2.
The nurse practitioner shall continue to be covered by the current level of "Professional Liability" insurance at no cost to the employee.

ARTICLE 23 - TRAVEL ALLOWANCE

Section 1.
Employees shall be eligible for expense reimbursement only when travel has been authorized by the Health Commissioner, and only with appropriate receipts documenting claimed expenses.

the exam is required, all expenses will be at the employee's own expenses.

ARTICLE 26 - LABOR MANAGEMENT MEETINGS

Section 1.
In the interest of sound Labor Management relations, the Union and the Employer will meet at least once per quarter or at agreeable dates and times for the purpose of discussing those matters outlined below. No more than two (2) employee representatives of the Union, three (3) representatives of the Employer and one (1) non-employee representative of the Union shall be permitted to attend such meetings, unless otherwise agreed. Additional employees and managers may be added based upon the issues in an agenda. The Health Commissioner shall attend at least one Labor Management meeting per year.

Section 5.

The Union shall be invited to attend a minimum of two (2) meetings per year of the monthly managers meetings. The Union will be added to the agenda for such meetings and attend that portion of the meeting relating to the Union portion of the agenda.

ARTICLE 27 - BEREAVEMENT LEAVE

All bargaining unit employees shall be entitled to bereavement leave in accordance with the following schedules, three (3) consecutive working days in the event of a death of the following relatives: Husband, wife, son, daughter, grandchildren, father, mother, father-in-law, mother-in-law, sister, brother, sister-in-law, brother-in-law, grandmother, grandfather, grandmother-in-law, and grandfather-in-law. This listing includes "Step Relatives." Grandparents, grandchildren, etc. include "greats".

For nieces, nephews, aunts, and uncles, a single day to attend the funeral or service may be taken as bereavement leave. This includes "steps" but does not include "greats".

Bereavement Leave shall be granted at the employee's regular rate of pay. Upon application for such leave the employee shall present to the employer a newspaper obituary or other such proof which identifies the applicable relative for which such leave is sought. If additional time off is required an employee may request to use up to five (5) days sick leave, vacation time or unpaid time. Part-time employees shall have their days pro-rated based upon their normal work week.

The following items shall be reimbursable subject to compliance with procedures set forth herein:

A. Mileage: Employees required to use their privately owned vehicle shall be reimbursed at the rate ~~*of $0.33 per mile for 2003. However, this increase shall not take effect until the time specified in Article 34. The mileage allowance shall be increased to $0.34 per mile effective June 1, 2004, and to $0.35 effective June 1, 2005*~~ *established by the federal government for mileage allowance. Expenses shall be documented in a form prescribed by the Employer.*

B. Lodging: Reimbursement for reasonable lodging rates at a hotel reasonably close and convenient to the place where business will be transacted. Prior approval is necessary.

C. Parking: Reimbursable if necessary to pay for parking.

D. Meals: Meals for one day travel are not reimbursable.

1. Meal reimbursement for approved overnight travel, with appropriate receipts documenting claimed expenses shall be reimbursed at the rates approved by the Ohio Department of Health. Meal reimbursement will not be authorized when meals are included in the costs of a seminar, conference or function.

2. If leaving before 5:00 p.m. for overnight stay, an employee is entitled to dinner that evening. If leaving after 5:00 p.m. for an overnight stay, an employee is not entitled to meal reimbursement for that evening. If leaving before 12:00 noon for overnight stay, an employee is entitled to lunch and dinner for that day. On the day following the overnight stay, breakfast is reimbursable. Lunch is reimbursable if returning after 12:00 noon. Dinner is reimbursable if returning after ~~*7:00*~~ *6:00 p.m. or staying over.*

Section 3.

When a Sanitarian is hired who does not have their Registered Sanitarian License, the Board will pay for all expenses for the initial taking of the exam and lost time (normal days pay). For a second taking of the exam due to the employee's failure of the initial exam, the Board will pay for the exam only. Other expenses including lost time will be at the employee's only expense, although the employee may use available leave time or unpaid time for the exam. If any additional taking of

ARTICLE 29 - BARGAINING UNIT WORK

Section 3.
The Employer agrees to meet and confer with the Union and the employees in the affected departments to receive ~~the Union~~ input on how to staff a specific grant (i.e. with unit staff or contracted service) when new grants are received or existing grants are extended.

ARTICLE 30 - TEMPORARY TRANSFERS

Section 2.
Should the Employer determine to fill a supervisory position(s), on a temporary basis, with a bargaining unit member(s), the bargaining unit member, provided he is assigned for more than one work day, shall be compensated in the following manner: ~~In addition to their regular rate of pay, the assigned employee shall receive seventy-five cents ($0.75) per hour for each hour assigned retroactive to the initial assignment~~ Paid in an hourly rate consistent with the minimum range for the management position involved but in no case less than two dollars ($2.00) per hour over their current rate.

The duration of such temporary supervisory position will not exceed one hundred eighty (180) days in the case of a medical leave of absence creating the temporary management need or ninety (90) days otherwise. Any extension beyond these time frames shall require mutual agreement of the parties. In the event an employee is assigned this assignment against their wishes they will only be required to fill the assignment for a period of time not to exceed thirty (30) days.

LETTER OF AGREEMENT
AFSCME LOCAL 3759
MAHONING COUNTY DISTRICT BOARD OF HEALTH

The parties agree to the following regarding bargaining unit work:

- Managers will be re-educated on the contractual standards prohibiting managers from "routinely performing bargaining unit work on an ongoing basis".
- Part-time employees will be solicited to cover long term leaves of absence or, when reasonable, such positions should be temporarily filled.
- Staff will be solicited to inquire about their interest in being available for extra hours within their job classification.
- Managers will not schedule themselves into the bargaining unit schedule to cover openings. It is recognized that the lab has a unique requirement for the manager to do some bargaining unit work due to lab director regulations and thus the lab is recognized as different in this regard (to meet those requirements)

as well as the situation of covering for vacation/leave time and urgent needs that occur in the lab.

LETTER OF AGREEMENT
AFSCME LOCAL 3759
MAHONING COUNTY DISTRICT BOARD OF HEALTH

The Board agrees not to add to job performance review documents used for unit employees any nebulous language regarding "promoting public health by personal practices that promote public health." The Board will only use legally appropriate criteria in evaluation documentation.

LETTER OF AGREEMENT
AFSCME LOCAL 3759
MAHONING COUNTY DISTRICT BOARD OF HEALTH

The Union and Management will conduct joint presentations of the new Collective Bargaining Agreement to managers and employees.

The Union and Management will participate in an FMCS labor management training session during the next 12 months. This will be a one day training session conducted off site.

Open Articles

Three contract articles (Articles 19, 20 and 34) remained unresolved and were addressed at the fact-finding hearing, to wit:

Article 19 - Health Benefits

Union

The Union proposes that the current language in the Contract regarding employee co-pay for health insurance premiums remain unchanged. In support of its position, it points out that its members earn modest wages, and in any event, greater co-pay arrangements would erode any negotiated wage increases. The Union concluded that just because other bargaining unit and non-bargaining unit employess are already paying the 10% of premiums proposed by Management it does not necessarily follow that this unit should as well.

Board of Health

Management presented substantial documentation in support of its position that for both internal and external equity reasons, the Union should have to share in the pain of escalating healthcare premiums.

Management proposes that the current fixed levels of employee co-pays ($12.89 for single coverage, $21.76 for employee/children, $28.34 for employee/spouse, and $39.80 for family coverage) be replaced with a flat 10% of the total premium cost, uncapped over the life of the contract. In support of its proposal, Management pointed out the following facts: other Board employees already pay 10% of total premiums, uncapped; the current bargaining unit co-pays are not only unreasonably low but have remained unchanged for the past three years in spite of rapidly escalating healthcare costs; it is fundamentally unfair for the Board to offer excellent health insurance coverage yet in turn have to continue to absorb, unchecked, rising costs; the consortium through which the Board participates in a group purchasing agreement intends that all participating employees are paying 10% of the total premiums (and, if this bargaining unit pays something less, the Board may be in danger of losing its right to participate which would result in even higher costs for employers and employees).

After weighing the respective interests reflected in each side's positions, the Fact-Finder finds that, on balance, the Employer presents a much more compelling case in support of its position. As a result, the Fact-Finder recommends that on both internal and external equity grounds, the Union assume 10% of premium costs, uncapped, during the life of the contract. First, the Fact-Finder takes notice of the fact that a significant proportion of the bargaining unit currently elects not to participate in the Board's plan and so the impact on the bargaining unit's

employees is thereby moderated. Second, while the Union is correct that higher healthcare costs would in turn offset some of the proposed wage increases, this painful reality is now shared by many employees in this country. Third, this Fact-Finder cannot recommend a premium sharing arrangement that would in turn threaten the Board's ability to obtain reasonable coverage through the consortium. Lastly, the sacrifices that are now being asked of this Union have already been assumed by other Board employees.

Article 20 - Wages

Union

The Union asks for three year general wage increases of 7%-4%-4%. It points out that its membership currently enjoys modest wages and so in turn increases of this magnitude would not be unreasonable.

The Union contends that any first year wage increase should be retroactive to the date of the expiration of the original contract (June 1, 2006), rather than making the increase effective prospectively as of the date the new contract is signed. In support, the Union points out that the principle of retroactivity has been respected in every preceding contract between the Parties.

The Union also asks that the signing bonus initially offered by Management for ratification of the T.A. (i.e., $550 for full-time employees, and $100 for part-time employees) still be honored once this new agreement is signed.

Lastly, the Union asks that the Board assume a PERS employee contribution pick-up of .5% for 2006, .5% as of 1-1-07, and an additional .5% as of 1-1-08.

Board of Health

Management proposes a 2% wage increase in the first year of the contract, 1.5% in the second and 1.5% in the third. It

emphasizes that with the Board having assumed employees' escalating and unrestrained health care costs for the past three years of the current contract, a moderate wage package is in turn warranted. In addition, it points out that its offer to pick up a share of the employees' PERS contributions should also be factored in as a alternative form of wage increase.

The Board also believes that retroactivity is not called for, rather, it posits that increases be effective going forward post ratification, notwithstanding what has been practice in earlier contracts.

As to the proposed signing bonuses, Management points out that since the same was offered on the condition of ratification of the T.A., and the contract was in fact voted down by the Union membership, the offer has legitimately been retracted.

Management does, however, offer to pick up employee PERS contributions in the amount of 1% as of 1-1-07, and 1/2% as of 1-1-08.

Finding

In light of Mahoning County's lower cost of living, combined with Management's offer to pick up a portion of the bargaining unit's PERS contributions, the Fact-Finder recommends that wage increases should total 9% over three years (3%-3%-3%). Not only is 3%/year generally in line with the average increases negotiated in most other labor contracts in 2006, but it is augmented by the PERS contributions (to be discussed, infra) recommended to be picked up by Management.

In that respect, the Fact-Finder recommends that the Employer's offer to pick up 1% as of 1-1-07, and ½% as of 1-1-08, is both reasonable and generous and should be adopted.

However, the Fact-Finder recommends that upon ratification of a new contract, the first year wage increase be implemented

retroactively. Not only has retroactivity been standard practice for these parties through the years, but both negotiating teams have worked in good faith to bring negotiations to a successful closure. In addition, no good purpose would be served under these circumstances by making the 2006 wage increase prospective only.

As to the issue of the signing bonuses, the Fact-Finder recommends that none be granted for the simple reason that the good faith condition precedent under which they were initially offered, i.e., ratification of the original T.A. by the Union membership, failed to materialize. Management was, in effect, offering to recognize and reward (incentivize) early ratification but when that didn't come to pass it's clear that the membership assumed the risk that the bonus offer would be withdrawn.

Article 34 – Terms of Agreement

Consistent with the recommendation of retroactivity on wages, the Fact-Finder recommends a three year agreement, running from June 1, 2006--May 31, 2009, consistent with earlier agreements between the Parties.

Summary

After consideration of all of the evidence, and for the reasons mentioned, supra, the Fact-Finder recommends that the successor agreement contain the following provisions:

1. General wage increases of 3%/year for each of the three years of the agreement, effective 6-1-06. 6-1-07. and 6-1-08;
2. Retroactivity of first year wage increase back to 6-1-06;
3. As of 11-1-06, employee healthcare premiums increasing to 10% of total premiums of the plan

selected (if any), uncapped for the life of the agreement;

4. A 3-year contract with effective dates of 6-1-06 through 5-31-09;
5. No signing bonus;
6. The Board assuming the following share of employees' PERS contributions, to wit, 1% as of 1-1-07, and an additional 1/2% as of 1-1-08.

Issued: October 2, 2003

Respectfully submitted,

Jared D. Simmer
Fact-Finder

CERTIFICATE OF SERVICE

I hereby certify that the above Fact-Finder's Report and Recommendations were served upon the following parties, to wit, the Mahoning County Board of Health, Ohio (via Mr. Edward Janik) and AFSCME (via Ms. Jaladah Aslam) by United States Post Office overnight mail service, and upon the Ohio State Employment Relations Board (via Mr. Dale Zimmer) by first class mail, this 2d day of October, 2006.

Jared D. Simmer
Fact-Finder