

2008 MAR -7 P 12: 34

IN THE MATTER OF FACT FINDING

BETWEEN

**AFSCME OHIO COUNCIL 8, AFL-CIO AND
LOCAL 2183**

AND

THE STARK COUNTY PARK DISTRICT

SERB CASE # 07-MED-09-0911

ADVOCATE FOR THE DISTRICT:

**Nicholas Codrea, Jr.
LAW FIRM OF ROBERT J. TSCHOLL, ESQ.
200 Market Avenue, South Suite 1120
Canton OH 44702**

ADVOCATE FOR THE UNION:

**Robert L. Thompson, Regional Director
AFSCME OHIO COUNCIL 8,
AFL-CIO
1145 Massillon Road
Akron OH 44306-4161**

INTRODUCTION

The bargaining unit is represented by Local 2183 AFSCME Ohio Council 8, (hereinafter "Union" or "AFSCME") and the Employer is the Stark County Park District (hereinafter "Employer" or "District"). The bargaining unit is comprised of approximately eighteen (18) employees who provide a wide variety of maintenance services for an extensive and growing park district throughout Stark County. The previous contract between the parties expired December 31, 2007. The parties held several negotiation sessions prior to reaching impasse and were able to resolve several issues. A mediation/fact-finding hearing was held on February 5 and 25, 2008 over the following unresolved issues:

Listing Of Unresolved Issue(s):

**Health and Life Insurance (Article 21)
Wages (Article 39)**

Prior and subsequent to a formal submission of evidence, the fact-finder made a concerted effort to reconcile the differences between the parties over the unresolved issues listed above. Settlement possibilities were explored with the

parties in an effort to find common ground upon which to construct a settlement. Although both parties made movement and indicated a strong desire to reach a compromise, the parties could not reach a tentative agreement on the issues in dispute. The fact-finder, who served as the prior fact-finder in the previous two contract settlements between the parties, is familiar with the history of the District, the parties' relationship, and the facts that support their unresolved issues. This is a very well managed park district with both innovative leadership and talented employees. What this relatively small workforce and managerial staff have accomplished with limited resources is remarkable and is hopefully appreciated by the citizens of Stark County. The fact-finder's prior experience provided him with the ability to better understand the background of the issues in dispute during attempted mediation.

Both Advocates represented their respective parties well and clearly articulated the position of their clients on the issues in dispute. In order to expedite the issuance of this report, the Fact-finder shall not restate the actual text of the parties' proposals on each issue, but will instead reference the Position Statement of each party, which shall be contained in an attached Appendix. The Union's Position Statement shall be referred to as UPS and the Employer's Position Statement shall be referred to as EPS.

CRITERIA

OHIO REVISED CODE

In the finding of fact, the Ohio Revised Code, Section 4117.14 (C) (4) (E) establishes the criteria to be considered for Fact-finders. For the purposes of review, the criteria are as follows:

1. Past collective bargaining agreements
2. Comparisons
3. The interest and welfare of the public and the ability of the employer to finance the settlement.
4. The lawful authority of the employer
5. Any stipulations of the parties
6. Any other factors not itemized above, which are normally or traditionally used in disputes of this nature.

These criteria are limited in their utility, given the lack of statutory direction in assigning each relative weight. Nevertheless, they provide the basis upon which the following recommendations are made:

OVERALL RATIONALE FOR RECOMMENDATIONS

Ohio's economy remains uncertain at best, as does the financial outlook for many Ohio public employers. The state of Ohio continues to struggle to find ways to fund the many obligations it shoulders such as Medicaid costs, education, job growth, and a myriad of other pressing economic demands. The state's economy is particularly fragile when compared to many other states, and there is a continued and real concern that revenue will fall short of demand for services at all levels of government. A major reason for this fragility lies in the significant loss of high paying jobs in many parts of Ohio during the last decade, particularly in northeast Ohio. Approximately 200,000 jobs have been lost during the past seven years, many of them to outsourcing. During the past twelve months announcements of plant closings and layoffs by the Ford Motor Company as well as General Motors and Chrysler promise to have a direct impact upon households and a rippling secondary impact upon industries that supply local plants and businesses that benefit from customers who are employees in these plants. This is not a new phenomenon for Stark County, which has suffered the loss of major manufacturing facilities for several years. Recently Governor Strickland has made it clear that major cost cutting in state government needs to take place, and Ohio needs its own jobs stimulus package. Of course, the talk of recession appears to become more prominent with every passing week.

Compounding the problem of high paying job loss is the recent credit crunch and its impact upon housing values, which is likely to affect sales tax revenue and eventually may reduce property tax revenues. Ohio's foreclosure rate is double that of the national average and it holds the dubious distinction of being among the leading states in foreclosures. The overall limitations these issues place upon public employers in Stark County is not clear, and it is apparent that various public entities in the state are fairing differently. For example, the Park District appears to be in relative stable financial condition, as compared to other public entities in Stark County. However, the overall impact of Ohio's economy cannot be ignored and is not lost on the analysis of this fact finder. Simply put, there is a bottom line to watch in all businesses, and government is no exception. However, the economic realities facing employees in public sector bargaining units are no less compelling. It is axiomatic that the delivery of quality service depends on recruiting and retaining quality employees, which includes bargaining unit, non-bargaining unit, and managerial employees. Central to maintaining a quality workforce at the Park District is the maintenance of a competitive wage structure that provides a fair wage for skills, along with quality benefits, and a reasonable working environment. This is particularly the case where inflation, exemplified by dramatic increases in gasoline and food prices during the past year, threatens to severely undermine negotiated wage adjustments.

ISSUE 2 Health and Life Insurance (Article 21)

Union's Position

UPS (See appendix A)

Employer's Position

EPS (See appendix B)

Discussion

Prior to January 1, 2005 it appears that employees in Stark County were provided with fully paid health care coverage. The County Commissioners should be recognized for maintaining fully paid health care for as long as they have, given the extreme cost increases in health care experienced by most of the public and private sector employers and employees in Ohio and in the United States in recent years. However, in the face of ever increasing cost, it is understandable and common for employers to seek some assistance from their employees. That assistance began as of January 2005 for the bargaining unit as well as for other County public employees, organized and exempt. All of these employees are required to pick up a relatively modest percentage of their health care coverage.

As was the case in 2005, I continue to find the Employer's approach to new health care premiums to be unique and forward thinking. It provides an initial cushion to the imposition of large increase in health

care costs to employee groups who heretofore have not budgeted for such costs. Unfortunately through no fault of the Park District, the implementation of the settlement recommended by the undersigned fact finder with regard to health care was placed on hold during the last contract period. However according to the Employer, the problem was has been rectified and implementation of what was agreed upon by the parties during the last contract period can be effectuated in the near future.

The data provided by the Employer support its position.

Additionally, the parties are in agreement that from a future perspective it makes considerable sense to approach healthcare on a countywide basis if possible. Therefore, language proposed by the Employer, and modified through mediation efforts with the Union during fact-finding is also recommended.

FACTFINDER'S DETERMINATION

ARTICLE 21 HEALTH AND LIFE INSURANCE BENEFITS

Section 1 Group Health Insurance

The Employer shall provide all employees, covered by this Agreement with a group Medical Plan. This Stark County Medical Plan is incorporated by reference into this Agreement as if fully written herein. **The Employer shall maintain a Health Insurance package as close to current insurance as practical for Bargaining Unit Members and their families during the term of this Article. The**

Employer retains the right to change the carrier or network but not reduce the benefit levels during the term of this Article.

Section 2. Employee Contribution

Effective January 1, 2008 Employees shall contribute \$12.50 per month for family and \$5.00 per month for single coverage. Effective upon the Employer establishing an IRS 125 Plan (i.e. pre-tax deductions) employees shall contribute ten percent (10%) of the cost of the group health insurance plan for single or family coverage based on the individual employee's status. Over the life of the Agreement monthly health care contributions for employees shall be capped at no more than \$125.00 for family coverage and \$55.00 for single coverage.

Section 3. Life Insurance

Employees shall purchase Life Insurance for the duration of this Agreement pursuant to the Group Life Insurance Plan. This plan is incorporated by reference into this Agreement as if fully written herein.

Section 4. Health Care Committee

The Parties agree to participate in the establishment of a county wide Health Care Committee which would include Staff Representatives for all Bargaining Units, Local Representatives for all Bargaining Units, Stark County Directors, Appointing Authorities, Managers and/or their designees, representative(s) of the Stark County Commissioners and non-bargaining unit Stark County employees. The Committee will meet in order to draft guidelines and procedures and to review potential Health Care changes for all Stark County employees. The Committee's goal shall be to provide cost effective, high quality healthcare coverage to all Stark County employees.

Section 5. Health Care Re-Opener Clause

Should the Section 4 Health Care Committee be unable to agree upon and gain ratification on a County Wide Health Care plan, the Employer or AFSCME would reserve the right to re-open this Collective Bargaining Agreement for the specific purpose of making uniform changes in the Stark County Wide

insuring agreement. If either Party moves to re-open this Agreement for County Wide Health Insurance, that Party will serve the other Party with a State Employment Relations Board (SERB) Notice to Negotiate and such negotiations shall be held pursuant to the provisions of ORC 4117.

ISSUE 2 Wages (Article 39)

Union's Position

UPS (Appendix A)

Employer's Position

EPS (Appendix B)

Discussion

The Union convincingly argued that there are several employees who are paid below market rates for the various skill sets they possess and regularly apply in their work. However, the parties during negotiations and fact-finding, while coming close in some cases, could not agree upon the exact equity adjustments in this round of bargaining for specific employees. The equity adjustments may not be able to be made for all employees. Those whose wages are more out of line with the market should be given attention sooner and the adjustment amount will vary for each affected individual based upon a variety of factors, including comparable public sector jobs with competitive employers, present wage levels and experience. Additionally, realistic budgetary limitations almost always call for a prudent approach to equity adjustments that may come close to but not reach market levels in one round of bargaining. They

may need to be revisited in the next round of negotiations between the parties. The fact-finder, based upon evidence and argument made at the hearing and through discussions with the parties during mediation will incorporate wage adjustments in Section 1B of Article 39. In terms of general or across-the-board wage increases, the parties are .5% apart over three years. The average inflation rate, while just under 3% for 2007, has been edging up over the past few months, and may, according to the bi-partisan Congressional Office of Management and Budget, remain close to the 3% range for 2008 and 2009. The Employer also proposed a merit pay system, which would serve as an incentive for outstanding performance. This is an idea that deserves careful consideration and was strongly supported by persuasive arguments on the part of the Employer and its advocate. However given the recommendation contained in this report for general wage increases that are likely to only offset the erosive effects of inflation, the introduction of a merit pay system may be better served in a future round of bargaining.

FACTFINDER'S DETERMINATION

ARTICLE 39 WAGE SCHEDULES

Section 1. Wage Adjustments:

A. Retroactive to January 1, 2008: a 2.5% across-the-board wage increase.

Effective January 1, 2009: a 3.0% across-the-board wage increase.

Effective January 1, 2010: a 3.0% across-the-board wage increase.

A Wage Appendix reflecting all current and future wage adjustments called for in the Agreement shall be maintained by the Employer. The new Wage Ranges are contained in Appendix 1 of the Agreement.

B. During the pay period that includes April 1, 2008 the following bargaining unit members shall receive the equity adjustments in their hourly wage rate as noted in parenthesis. This equity adjustment process is a joint effort by the parties to upgrade rates of pay rates that more closely reflect relevant market place wage rates for comparable work, and which properly mirror employee experience and placement in the new Wage Ranges for 2008 through 2010: Therefore, the amounts will by necessity differ and are as follows: Cliff Bann (.78); Wilford Mayle (.24); John Stutler (.19); Andrew Stuck (.80); Jason Yost (.52); James Woodworth (1.44); Jamie Barrack (.77); Mark Lambert (.40); Darrin Petko (.28).

Section 2. Promotions and Transfers

An employee who is promoted to a higher pay grade shall receive ninety percent (90%) of the starting rate of the position or a five percent (5%) increase in wages; whichever is greater, during the promotional trial period. At the conclusion of the promotional trial period, the employee shall be placed at the full starting rate, if applicable.

Section 3. New Employees

New employees will be paid ninety percent (90%) of the starting hourly pay range of their classification during their ninety-day (90) probationary period. At the conclusion of their probationary period, the employee shall be paid one hundred percent (100%) of the starting pay range. Employees hired prior to July 1, 2008 shall receive a 3.0% wage increase on January 1, 2009 and a 3.0% wage

increase on January 1, 2010. Employees hired prior to July 1, 2009 shall receive a 3.0% wage increase on January 1, 2010.

Section 4. Wage Supplement

Upon establishment of an IRS 125 plan, all employees who were on the payroll as of April 1, 2005 shall receive a \$.50 per hour wage payment for all hours worked. Said payment was included in Appendix A of the Parties' previous Agreement and shall continue for the term of this Agreement.

ISSUE 3 Duration (Article 40)

Discussion

The parties verbally agreed but did not reduce to writing a tentatively agreed upon provision that dictates the duration of the Agreement. Based upon the parties' positions in this fact-finding there is agreement on the duration which shall be recommended as follows:

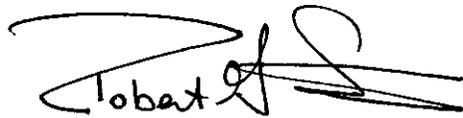
Article 40

The Agreement shall be effective from **January 1, 2008 through December 31, 2010**. This Agreement automatically renews itself for a one year period unless the party seeking to change the Agreement gives the other party notice on or before **September 30, 2010**.

TENTATIVE AGREEMENTS

During negotiations, mediation, and fact-finding the parties reached tentative agreements on several issues. These tentative agreements and any unchanged current language are part of the recommendations contained in this report.

The Fact-finder respectfully submits the above recommendations to the parties this 4th day of March 2008 in Portage County, Ohio.


Robert G. Stein, Fact-finder

APPENDIX 1

| Classification | Pay Grade | Pay Range |
|---|-----------|-------------------|
| Crew Leader (Eastside) | 5 | \$15.50 - \$19.50 |
| Crew Leader (Trail Construction) | 5 | \$15.50 - \$19.50 |
| Crew Leader (Natural Resources) | 5 | \$15.50 - \$19.50 |
| Crew Leader (Trail Maintenance) | 4 | \$14.00 - \$17.50 |
| Equipment Operator (Trail Construction) | 3 | \$14.00 - \$17.50 |
| Vehicle Crew Specialist | 3 | \$12.00 - \$15.50 |
| Natural Resources Technician II | 3 | \$12.00 - \$15.50 |
| Crew Worker II | 2 | \$11.50 - \$14.00 |
| Crew Worker II (Trail Construction) | 2 | \$11.50 - \$14.00 |
| Crew Work I | 1 | \$11.00 - \$12.50 |



APPENDIX A

1145 Massillon Road
Akron, Ohio 44306-4161
Telephone: (330) 784-6390
Fax: (330) 784-7193
Toll Free: (800) 361-6657

Robert L. Thompson
Regional Director

January 31, 2008

John A. Lyall
President

Harold Mitchell
First Vice President

Eric Clemons
Secretary-Treasurer

Cenia M. Willis
Recording Secretary

Vice Presidents

Akron
Thomas G. Morneweck
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Julie M. Albers

Columbus
Douglas C. Moore
Leslie A. Patterson

Dayton
Ruth Ritchie
Kenneth Sulfridge

Toledo
Sandra L. Coutcher
Thomas Kosek, Jr.

Youngstown
Pamela S. Shelton
Michael Niro

Trustees

Kimberly N. Gaines
Peg N. McClain
Helen S. Youngblood

Robert G. Stein, Fact Finder
265 West Main Street - Suite 102
Kent, OH 44240

**RE: CASE NO. 07-MED-09-0911
AFSCME, OHIO COUNCIL 8, LOCAL 2183 AND THE STARK COUNTY
PARK DISTRICT**

Dear Mr. Stein:

Pursuant to the Ohio Administrative Code Rule 4117-9-05(F), the Union is submitting the following issues with regard to the negotiations between AFSCME, Ohio Council 8, Local 2183 and the Stark County Park District, Case No. 07-MED-09-0911.

1. The Principal Representative of the Union, AFSCME, Ohio Council 8 and Local 2183 is:

Robert L. Thompson Sr., Regional Director
AFSCME, Ohio Council 8
1145 Massillon Road
Akron, Ohio 44306
(330) 784-6390
2. Description of the Bargaining Unit: See the attached State Employment Relations Board Certification of the Unit. The Unit consist of 17 Service and Maintenance employees who provide a service to the Citizens of Stark County, Ohio as it pertains to the operation of a county park district.
3. The date of the issuance of the Certification Unit was July 26, 2001.
4. The parties are currently in negotiations and have met on the following dates: October 17, 2007; December 4, 2007; December 18, 2007; December 26, 2007; January 14, 2008; and January 22, 2008. However, the parties have reached impasse and pursuant to ORC 4117.14 (C)(3)(a) request your recommendation in regard to several outstanding issues.



5. The Union's unresolved issues are as follows:
- A. The Union proposes to amend Article 21 - Health and Life Insurance Benefits as follows:

Section 1 Group Health Insurance

The Employer shall provide all employees, covered by this Agreement with a group Medical Plan. This Stark County Medical Plan is incorporated by reference into this Agreement as if fully written herein. Commencing April 1, 2005 employees shall contribute \$12.50 for family coverage and \$5.00 for single coverage toward their group health insurance premiums. ~~Effective January 1, 2006 employees shall contribute five percent (5%) of the cost of the group health insurance plan for single or family coverage based on the individual employee's status.~~ Effective January 1, 2007 upon implementation of an IRS 125 Plan by the Stark County Auditor for health care premium deductions, employees shall contribute (10%) of the cost of the group health insurance plan for single or family coverage based on the individual employee's status. Over the life of the Agreement monthly health care premiums for employees shall be capped at no more than ~~\$95.00~~ \$125.00 for family coverage and ~~\$45.00~~ \$55.00 for single coverage.

The Employer shall maintain a Health Insurance package as close to current insurance as practical for bargaining unit employees and their families during the term of this Article. The Employer retains the right to change the carrier of network but not reduce the benefit levels during the term of this Article.

Section 2. Life Insurance

Employees shall purchase Life Insurance for the duration of this Agreement pursuant to the Group Life Insurance Plan. This plan is incorporated by reference into this Agreement as if fully rewritten herein.

Section 3. Health Care Committee

The parties agree to the establishment of a county wide Health Care Committee that would include representatives from AFSCME Ohio Council 8, Local union representatives for each participating bargaining unit, Stark County Directors, Appointing Authorities, Managers and/or their designees, representative(s) of the Stark County Commissioners and non-bargaining unit Stark County employees. The committee will jointly draft guidelines and procedures to review potential health care changes for all Stark County employees.

Section 4. Health Care Re-Opener Clause

During the term of this Agreement, the Employer reserves the right to re-open this Collective Bargaining Agreement for the specific purpose of proposing uniform changes in the Health Insurance benefit that have been developed and recommended

by the Health Care Committee. If the Employer moves to re-open the Agreement for Health Insurance, the Employer will serve AFSCME Ohio Council 8 with a SERB notice to negotiate and such negotiations shall be held pursuant to the provisions of ORC 4117.

UNION POSITION: The changes that have been bolded, italicized and underlined represent proposed new language. The Union is willing to agree to some of the Employer's changes even though other County units are only subject to 3% of the premium cost for the respective health plans (family or single coverage), which are substantially less than proposed by this Employer. This is in part because of the amount of the Employer's proposed health care offset (see wage proposal) and whether the IRS 125 plan (pre-taxed dollars deductions) will be implemented by the County Auditor. The Union is unwilling to have a tiered system in this bargaining unit as proposed by the Employer (offset only for employees hired prior to April, 2005). Several current employees will have an adverse result of this tiered proposal. Although the Fact Finder (R.Stein) granted the Employer relief in this area during the 2005 negotiations, the Auditor never implemented the IRS 125 plan, no offset was given to these employee and other County agencies were only held to maximum of 3% of the premium cost as recently as October, 2007. The Union will provide documentation and testimony supporting this issue during the Fact Finding hearing.

B. The Union proposes to amend Article 39 - Wage Schedules as follows:

Section 1.

Using the current wage rates and wage level grades of employees in the appropriate unit as an existing base, attached is Appendix "A" to this Agreement. Appendix "A" will reflect the proper wage grades and wage rates for each classification and each employee covered by this Agreement. Employees covered by this Collective Bargaining Agreement shall be place in the following pay ranges and pay grades consistent with their respective classification:

| Classification | Pay Grade | Pay Range |
|---|-----------|-------------------|
| Crew Leader (Eastside) | 5 | \$15.50 - \$19.50 |
| Crew Leader (Trail Construction) | 5 | \$15.50 - \$19.50 |
| Crew Leader (Natural Resources) | 5 | \$15.50 - \$19.50 |
| Crew Leader (Trail Maintenance) | 4 | \$14.00 - \$17.50 |
| Equipment Operator (Trail Construction) | 4 | \$14.00 - \$17.50 |

| Classification | Pay Grade | Pay Range |
|-------------------------------------|-----------|-------------------|
| Vehicle Crew Specialist | 3 | \$12.50 - \$15.50 |
| Natural Resources Technician II | 3 | \$12.50 - \$15.50 |
| Crew Worker II | 2 | \$11.50 - \$14.00 |
| Crew Worker II (Trail Construction) | 2 | \$11.50 - \$14.00 |
| Crew Work I | 1 | \$11.00 - \$12.50 |

Section 2. - Promotions and Transfers

An employee who is promoted to a higher pay grade shall receive ninety percent (90%) of the starting rate of the position or a five percent (5%) increase in wages, whichever is greater, during the promotional trial period. At the conclusion of the promotional trial period, the employee shall be placed at the full start rate, if applicable.

Section 3. - New Employees

New employees will be paid at 90% of the starting hourly rate of their classification during their ninety (90) day probationary period. At the conclusion of their probationary period, the employee shall be paid one hundred percent (100%) of the starting pay range. Employees hired prior to July 1, 2008 shall receive a 3% wage increase on January 1, 2009 and a 3% wage increase on January 1, 2010. Employees hired prior to July 1, 2009 shall receive a 3% wage increase on January 1, 2010.

Section 4. - Wage Supplement

Effective April 1, 2008 and/or upon establishment of a IRS 125 plan, all current bargaining unit employees shall receive a \$.50 per hour wage increase. This increase will also be added the top of each pay range.

Section 5. - Wage Increase

Bargaining unit employees shall receive a 3% across the board wage increase each year of the contract beginning January 1, 2008, January 1, 2009, & January 1, 2010 respectively; a 2% equity wage increase across the board on January 1, 2008 and an across the board (0.5%) equity wage increase on January 1, 2009 and an across the board (0.5%) equity wage increase on January 1, 2010. In addition to the across the board wage increases, effective January 1, 2008, the following employees shall also receive an equity increase as noted in parenthesis: Darrin Petko (\$.19/hour); Mark Lambert (\$.24/hour); Jamie Barrick (\$.56/hour), Jason Yost (\$.53/hour), James Woodworth (\$1.49/hour), Andrew Stuck (\$.24/hour), and Cliff Bann (\$.69/hour).

UNION POSITION: The last contract did not clearly indicate pay ranges of classifications and that is why the pay chart has been proposed. The ranges are consistent

with the Employer's proposal. There was also a need to address new hires, promotions and transfer wage amounts. Other than the across the board wage increases and across the board equity increases, this proposal is similar to that of the Employer. Both the Employer and the Union recognized the need to adjust some of the individual classifications (individual equity) as it pertains to pay for similar duties. The Union's equity proposal also extends to the entire bargaining unit in relationship to other county agencies and classifications doing similar duties. The Union will provide documentation and testimony supporting this issue during the Fact Finding hearing.

C. Article 40 - Duration of Agreement

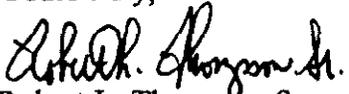
Effective January 1, ~~2008~~ ~~2005~~ through and including December 31, ~~2010~~ ~~2007~~.

This Agreement automatically renews itself for a one year period unless the party seeking to change the Agreement gives the other party notice on or before September 30, ~~2010~~ ~~2007~~.

- D. All articles that have not been proposed or have been tentatively agreed to by the parties should be referenced in the final recommendation of the Fact Finder.

Thank you for your attention to this matter.

Yours truly,



Robert L. Thompson Sr.
Regional Director
AFSCME Ohio Council 8

cc/S.Woodall, A.Grinnell, file

LA Hut 2/25 R 10:00

The Union proposes to amend Article 39 - Wage Schedules as follows:

Section 1.

Using the current wage rates and wage level grades of employees in the appropriate unit as an existing base, attached is Appendix "A" to this Agreement. Appendix "A" will reflect the proper wage grades and wage rates for each classification and each employee covered by this Agreement. Employees covered by this Collective Bargaining Agreement shall be placed in the following pay ranges and pay grades consistent with their respective classification:

| Classification | Pay Grade | Pay Range |
|---|-----------|-------------------|
| Crew Leader (Eastside) | 5 | \$15.50 - \$19.50 |
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Section 2. - Promotions and Transfers

An employee who is promoted to a higher pay grade shall receive ninety percent (90%) of the starting rate of the position or a five percent (5%) increase in wages, whichever is greater, during the promotional trial period. At the conclusion of the promotional trial period, the employee shall be placed at the full start rate, if applicable.

Section 3. - New Employees

New employees will be paid at 90% of the starting hourly rate of their classification during their ninety (90) day probationary period. At the conclusion of their probationary period, the employee shall be paid one hundred percent 100% of the starting pay range. Employees hired prior to July 1, 2008 shall receive a 3% wage increase on January 1, 2009 and a 3% wage increase on January 1, 2010. Employees hired prior to July 1, 2009 shall receive a 3% wage increase on January 1, 2010.

Section 4. - Wage Supplement

Effective April 1, 2008 and/or upon establishment of an IRS 125 plan, employees hired prior to April 1, 2005 shall receive a \$.50 per hour wage increase supplement. This increase will also be added to the top of each pay range.

Section 5. - Wage Increase

Bargaining unit employees shall receive a 2.5% across the board wage increase effective January 1, 2008, a 3% wage increase effective January 1, 2009 and a 3% wage increase effective January 1, 2010. In addition to the across the board wage increases, effective January 1, 2008, the following employees shall also receive an equity increase as noted in parenthesis: Wilford Mayle (\$.24/hour); Darrin Petko (\$.28/hour); Mark Lambert (\$.39/hour); Jamie Barrick (\$.78/hour); Jason Yost (\$.52/hour); James Woodworth (\$1.00/hour); Andrew Stuck (\$.81/hour); John Stutler (\$.18/hour) and Cliff Bann (\$.78/hour).

APPENDIX B

STATE of OHIO

STATE EMPLOYMENT RELATIONS BOARD

| | | |
|------------------------|---|--------------------------------|
| STARK COUNTY PARK | (| CASE NO: 07-MED-09-0911 |
| DISTRICT | (| |
| | (| FACT FINDER: ROBERT G. STEIN |
| EMPLOYER | (| |
| | (| HEARING DATES: |
| And | (| FEBRUARY 5, 2008 AT 10:00 A.M. |
| | (| AND |
| AFSCME, OHIO COUNCIL 8 | (| FEBUARY 25, 2008 AT 9:30 A.M. |
| | (| |
| LOCAL 2183 | (| |
| | (| |
| | (| |
| | (| |

PRE-HEARING STATEMENT and POSITIONS OF THE EMPLOYER

Nicholas Codrea, Jr.
The Law Firm of
Robert J. Tscholl, Esq.
220 Market Avenue, South
Suite 1120
Canton, OH 44702
Phone: (330) 633-2604
Fax (330) 633-2604
Email: NCEEGECON@AOL.COM
Representative of the Employer

Now comes the Employer, the Stark County Park District. And in accordance with O.R.C. Section 4117.14(C)(3)(a) and O.A.C. Rule 4117-9-065(F)(1-4) the Employer submits the following statement:

- 1) The Employer, the Stark County Park District maintains an extensive park district throughout all of Stark County. The mission of the Stark County Park District is to acquire, preserve and develop natural areas accessible to all residents of Stark County for purposes of passive recreation, conservation, education and outdoor nature appreciation. Additionally, the park district is implementing a Trail and Greenway master plan. Please see attached documents from www.starkparks.com, which further demonstrate the extensive real estate holdings under the Stark County Park District's jurisdiction.
- 2) The Stark County Park District's principal representative is Nicholas Codrea, Jr., 220 Market Avenue, South, Suite 1120, Canton, Ohio, 44702, (330) 633-2604.
- 3) The applicable Bargaining Unit consists of seventeen (17) full-time employees who perform the following job functions;
 - 1) Mowing Crew worker
 - 2) Vehicle Crew Specialist
 - 3) Building & Maintenance Crew
 - 4) County-Wide Trail Maintenance
 - 5) Natural Resources Technicians and Crew Leader
 - 6) East Side Crew Leader and Crew Worker
 - 7) Trail Construction
- 4) AFSCME Ohio Council 8, Local 2183 is the exclusive Bargaining Representative. The parties are in the process of negotiating their third Collective Bargaining Agreement.
- 5) A copy of the Current Collective Bargaining Agreement is attached hereto. The current Collective Bargaining Agreement contains Wage and Health Insurance provisions that are based on Robert G. Stein's fact-finding report issued in SERB Case # 04-MED-09-1004 dated March 8, 2005. This report was acceptable to both Parties. A copy of this fact-finding report is attached.
- 6) Beginning in November of 2007, the Parties commenced negotiations for their successor Collective Bargaining Agreement. The Parties met on multiple occasions (10/17/07, 12/4/07, 12/18/07, 12/26/07, 1/14/08, and 1/22/08). The parties were able to reach agreement on several issues. However, the Parties have certain unresolved issues. Thus, impasse was declared and the Parties would now proceed to Fact-Finding.

- 7) Following is the Employer's position on each issue that the Employer believes to be the outstanding between the Parties. As per SERB rules the Employer would present its outstanding issues in contract language form and indicate the effective date of all provisions.
- 8) The parties have no retroactivity Agreement in place in regard to issues with cost implications.
- 9) The Employer's issues are presented in the order they appear in the Collective Bargaining Agreement. The Employer would respectfully request the parties proceed in that order. Additionally, the Employer would respectfully request the right to modify its positions based on discussion or mediation at hearing. **Where the Employer proposes changes in the Agreement; those changes are noted in bold type.**

EMPLOYER ISSUE 1 – Version 4 Based on 2/18/2008 Discussions w/ R, Stein Submitted by the Employer at the second Hearing on February 25, 2008.

ARTICLE 21
HEALTH AND LIFE INSURANCE BENEFITS

Section 1 Group Health Insurance

The Employer shall provide all employees, covered by this Agreement with a group Medical Plan. This Stark County Medical Plan is incorporated by reference into this Agreement as if fully written herein. **The Employer shall maintain a Health Insurance package as close to current insurance as practical for Bargaining Unit Members and their families during the term of this Article. The Employer retains the right to change the carrier or network but not reduce the benefit levels during the term of this Article.**

Section 2. Employee Contribution

Effective January 1, 2008 Employees shall contribute \$12.50 per month for family and \$5.00 per month for single coverage. Effective upon the Employer establishing an IRS 125 Plan (i.e. pre-tax deductions) employees shall contribute ten percent (10%) of the cost of the group health insurance plan for single or family coverage based on the individual employee's status. Over the life of the Agreement monthly health care contributions for employees shall be capped at no more than \$125.00 for family coverage and \$55.00 for single coverage.

Section 3. Life Insurance

Employees shall purchase Life Insurance for the duration of this Agreement pursuant to the Group Life Insurance Plan. This plan is incorporated by reference into this Agreement as if fully rewritten herein.

Section 4. Health Care Committee

The Parties agree to participate in the establishment of a county wide Health Care Committee which would include Staff Representatives for all Bargaining Units, Local Representatives for all Bargaining Units, Stark County Directors, Appointing Authorities, Managers and/or their designees, representative(s) of the Stark County Commissioners and non-bargaining unit Stark County employees. The Committee will meet in order to draft guidelines and procedures and to review potential Health Care changes for all Stark County employees. The Committee's goal shall be to provide cost effective, high quality healthcare coverage to all Stark County employees.

Section 5. Health Care Re-Opener Clause

Should the Section 4 Health Care Committee be unable to agree upon and gain ratification on a County Wide Health Care plan, the Employer or AFSCME would reserve the right to re-open this Collective Bargaining Agreement for the specific purpose of making uniform changes in the Stark County Wide insuring agreement. If the either Party moves to re-open this Agreement for County Wide Health Insurance that Party will serve the other Party with a State Employment Relations Board (SERB) Notice to Negotiate and such negotiations shall be held pursuant to the provisions of ORC 4117.

**EMPLOYER ISSUE 2 – Modified and submitted at second hearing on
2/25/2008**

ARTICLE 39
WAGE SCHEDULES

Section 1. Appendix A Wage Schedule

Attached to this Collective Bargaining Agreement is an Appendix A. Appendix A reflects the proper wage grade, and wage rate for each employee covered by this Agreement. Appendix A also specifies Wage Ranges applicable to each Classification/Union grade covered by this Collective Bargaining Agreement. Appendix A provides for a 2.5% General Wage Increase effective upon execution of the Agreement in 2008, a 2.5% General Wage Increase on January 1, 2009 and a 3.0% General Wage Increase on January 1, 2010.

Section 2. Promotions and Transfers

An employee who is promoted to a higher pay grade shall receive ninety percent (90%) of the starting rate of the position or a five percent (5%) increase in wages; whichever is greater, during the promotional trial period. At the conclusion of the promotional trial period, the employee shall be placed at the full starting rate, if applicable.

Section 3. New Employees

New employees will be paid ninety percent (90%) of the starting hourly pay range of their classification during their ninety-day (90) probationary period. At the conclusion of their probationary period, the employee shall be paid one hundred percent (100%) of the starting pay range. Employees hired prior to July 1, 2008 shall receive a 2.5% wage increase on January 1, 2009 and a 3.0% wage increase on January 1, 2010. Employees hired prior to July 1, 2009 shall receive a 3.0% wage increase on January 1, 2010.

Section 4. Wage Supplement

Effective April 1, 2008, and/or upon establishment of a IRS 125 plan, all employees who were on the payroll as of April 1, 2005 shall receive a \$.50 per hour wage payment for all hours worked. Said payment was included in Appendix A of the Parties' previous Agreement and shall continue for the term of this Agreement.

Section 5. Merit Pay Supplement

Effective with the payroll period closest to December 1, 2009 and December 1, 2010, the Employer shall distribute a Merit Pay Supplement to members of the

Bargaining Unit. Said Merit Pay Supplement pool shall be equal to ½ of 1% (.5%) of the prior year's payroll.