

I. Background

This case came on for hearing on March 30, 2009. Preceding the Fact Finding hearing the parties availed themselves of SERB's mediation process. Additionally, prior to opening the record herein for the receipt of the parties' evidence, the undersigned attempted to mediate the parties' outstanding issues. In the course of the latter mediation effort the parties reached a tentative agreement only with respect to Article 30: Shift Differential and Article 36: Catastrophic Sick Leave. Following the aforesaid mediation effort, the record was opened for receipt of evidence with respect to certain unresolved issues within the following Articles, which issues remained at impasse, namely: Article 9: Union Security; Article 28: Insurance; Article 31: Temporary Transfer Compensation; Article 32: Wages; and Article 37: Duration.

The bargaining unit is comprised of approximately seventy-eight (78) Employees in the classifications set forth in Appendix I.

In arriving at the Recommendations made herein, the Fact Finder has taken into account and relied upon the statutory criteria set forth in Ohio Revised Code 4117.14 (G)(7), (a) to (f), to wit: the factors of past collectively bargained agreements; comparisons 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; the interest and welfare of the public; the ability of the public Employer to finance and administer the issues proposed; the effect of the adjustments on the normal standard of public service; the lawful authority of the public Employer; the stipulations of the parties; and such other factors, not confined to those noted above, which are normally or traditionally taken into consideration in the determination of issues submitted to mutually agreed upon dispute settlement procedures in the public service or in private employment, wherever

such factors as are described in O.R.C. 4117.14(G)(7), (a) to (f), have been urged and supported by evidence by one or another of the parties, or wherever such a factor is self-evidently present.

The format of the Recommendation and Report herein includes: A. Background; I. Record, comprised of each party's position on each issue at impasse, their salient evidence on each issue and their principal arguments concerning each issue; the II. Rationale, setting forth the undersigned's principal reasons for his Recommendations with respect to each issue at impasse; and III. Recommendation. The expired predecessor Contract will be referred to as the current or predecessor Contract.

I. RECORD: Article 9: Union Security

The Union Security provision of the parties' current Contract provides for what is known in labor relations parlance as a "maintenance of membership" provision, coupled with dues check-off, the latter a commitment from the County to deduct regular Union membership dues once each month from the pay of "any Employee eligible for membership in the bargaining unit upon receiving written authorization signed individually and voluntarily by the Employee . . . [and] presented to the Employer by the Union." The Union would add a "new" provision to the parties' Contract as Section 9.13 of Article 9, namely a "Fair Share Fee" provision, which would require bargaining unit Employees who are not members in good standing of the Union to pay the Union a Fair Share Fee as a condition of employment and as permitted by the provisions of Section 4117.09 (C) of the Ohio Revised Code. The Union asserts that said "fair share fee" proposal is fully in compliance with the requirements of said O.R.C. provision.

In support of its "fair share fee" proposal, the Union points out that while it is obliged by law to represent each and every Employee in the bargaining unit, an obligation that entails considerable expense, here, only eighteen (18) bargaining unit Employees out of some seventy-

eight (78) bargaining unit Employees, are dues paying members of the Union. Consequently, argues the Union, some sixty (60) bargaining unit Employees are receiving the full fruits and benefits of the Union's representation efforts and expenditures, yet they are not contractually (or otherwise) required to contribute one cent toward the Union's representation costs. Such a situation, alleges the Union, is self-evidently unfair. Furthermore, asserts the Union, this situation creates friction and divisiveness between the eighteen Employees who pay full Union dues in support of the Union's efforts and expenses on behalf of the bargaining unit, and the sixty Employees who pay naught. They receive the higher wages, better benefits, etc., which collective bargaining brings about yet they fail to contribute to the costs associated with obtaining these beneficial terms and conditions of employment.

The need for a "fair share fee" provision in the parties' Contract is "fundamentally about fairness," asserts the Union. The Union contends that "no entity can provide all the necessary services which it is compelled to provide if payment for such services is merely voluntary." The Union analogizes the Union's need for contractually required "fair share fee" contributions to fund the discharge of its collective bargaining responsibilities, to the County's need for compulsory taxation, contending that "the County would certainly balk at the idea of making taxation voluntary, especially if they had to provide services to all of its citizens, whether they paid their taxes or not."

The Union points out that the Greene County Sheriff's Department's Deputies Unit and Non-Deputies Unit Collective Bargaining Agreement for December 16, 2005 to December 15, 2008, contained a "fair share fee" provision.

The Union also seeks to add a Section 9.14 to Article 9, reading as follows:

"9.14 P.E.O.P.L.E. Check-Off. The County agrees to deduct payments voluntarily authorized by individual Employees to the Public Employees

Organized to Promote Legislative Equality (P.E.O.P.L.E.) Fund. Such authorizations must be executed by the Employee and may be revoked by the Employee at any time by giving written notice to both the County and the Union. The County agrees to remit promptly to the Union any deduction made pursuant to this provision and as certified by the Union to be correct.”

The Union points out that a similar provision exists in the County Engineer’s January 12, 2007 to January 11, 2010 collective bargaining agreement with AFSCME.

This P.E.O.P.L.E. provision is essentially cost-free and would not put an undue burden on the County, asserts the Union.

At the hearing herein the Union acknowledged that the P.E.O.P.L.E. provision proceeds can be spent on partisan political activities including funding for candidates running against incumbent County officials.

The Employer takes the position that both the Union’s “fair share fee” proposal and its “P.E.O.P.L.E.” proposal “are permissive subjects of bargaining and . . . should not be awarded by a fact-finder.”

With respect to the Union’s “fair share fee” proposal, the Employer additionally contends that it is philosophically opposed to such; that Employees should retain their freedom to support or not support the Union financially.

Pointing out that in a bargaining unit of 78, only 18 are dues paying members, the Employer states that “it would be inappropriate for more than 80% of the bargaining unit to be required to pay a fair share fee.”

The Employer additionally asserts that the “fair share fee” provision in the Sheriff Department’s two bargaining unit Contracts with the F.O.P., O.L.C., Inc., which, as previously noted, expired on December 15, 2008, was awarded by a Conciliator. The Employer further notes that presently these two Sheriff’s Department bargaining units are no longer represented by

the F.O.P., O.L.C., Inc., but rather are represented by an independent and unaffiliated labor organization. Whether that labor organization either has, or has not, succeeded in continuing the fair share fee provision of the prior F.O.P., O.L.C. Contract is unclear.

The Employer acknowledges that the County's collective bargaining agreements for its Children's Services Board and its Department of Job and Family Services contain contingent "fair share fee" provisions. Thus, for example, the May 30, 2007 – May 29, 2010 Contract between the Greene County Department of Job and Family Services and Teamsters Local #957, provides in pertinent part at Article 5, Union Security, Section 5.12, as follows:

"Section 5.12 Fair Share Fee. The Employer agrees if Union membership reaches eighty percent (80%) of the bargaining unit during the life of their Agreement, Employees in the bargaining unit who are not members of the bargaining unit shall pay a fair share fee. . . ."

The Union membership contingency threshold for triggering a "fair share fee" provision in the Greene County Children's Services collective bargaining agreement with the Professionals Guild of Ohio is 85% Union membership. To date neither contract's contingency threshold has been met with the consequence that it appears that no operative "fair share fee" provision currently exists vis-à-vis any of the County's collective bargaining units, including perforce the Engineers' bargaining unit also represented by AFSCME Ohio Council 8.

Recognizing that the Union's P.E.O.P.L.E. clause proposal is "voluntary," as opposed to its "fair share fee" proposal, which would be "mandatory," the Employer takes the position that nonetheless the Employer "should not be put in the position of collective money for political purposes," and thus opposes the Union's P.E.O.P.L.E. proposal.

II. RATIONALE

There can be no serious question but that the Union is quite correct in its principal contention to the effect that its “fair share fee” proposal is “fundamentally about fairness.” Indeed the U.S. Supreme Court, in sanctioning fair share fee provisions in collective bargaining agreements essentially did so on the grounds that such fees are simply a matter of fairness. As if to give emphasis to the “fairness” (and persuasiveness) of the proposition that non-members of the Union nonetheless participate in the cost of the Union’s bargaining efforts, the United States Supreme Court boldly and unflatteringly referred to non-member bargaining unit Employees as “free-riders.” Nevertheless, from the earliest days of O.R.C. 4117, neutrals have recognized the philosophical opposition of management to such provisions and have otherwise been reluctant to easily recommend (Fact Finding or award Conciliation). Put another way, such a recommendation has consistently been regarded as a “big deal.” If “fairness” alone were to prevail, presumably fair share fee provisions would have been mandated by the Statute, but they were not. AFSCME early on recognized the neutrals reticence to recommend or award “fair share fee” provisions based on the inherent fairness of same, and in essence “bought” fair share by consciously foregoing some other “big deal,” such as an otherwise justifiable pay raise or improvement in Employer provided health care programs. This pattern of giving up a significant and otherwise well warranted benefit in exchange for fair share fee provisions in my view has risen to the “other factors, not confined to those listed in this section,” referenced in O.R.C. 4117.14 (G)(7)(f), to be taken into account by the Fact Finder. Doing so here, I find that the Union has declined to forego any provision worthy of the characterization of a “big deal” such as its wage demands in exchange for its “fair share fee” proposal. Indeed, and in fairness to the

Union, such a strategy is essentially unavailable to the Union given the severe financial situation obtaining, as elaborated upon hereinafter.

With respect to the P.E.O.P.L.E. proposal sought by the Union, directly to the point, I am persuaded by the logic of the Employer's philosophical objection to such, given its potential to fund efforts to oust current management. One asks rhetorically, why would management agree to such a provision absent a meaningful exchange for such as per the analysis above concerning fair share fee provisions. In so finding I am mindful that one of the County's five bargaining units has obtained such a provision. Absent evidence here, and there is none, as to how that provision came into being in the Engineer's bargaining unit's contract, I am unable to find that such clause undermines the Employer's essentially philosophic contentions here.

It follows that I do not recommend the Union's fair share fee and P.E.O.P.L.E. proposals. To the contrary, I recommend retention of the language in Article 9 of the current contract.

III. RECOMMENDATION

Retention of the same Article 9 language as that in the current contract.

I. RECORD: ARTICLE 28 – INSURANCE

The Union proposed to increase the life insurance benefit, currently at \$20,000 to \$25,000, thereby matching the \$25,000 life insurance benefit obtaining in the two bargaining units within the Sheriff's Department. Such would entail "a minimal cost to the County," contends the Union. The City is opposed to such an increase in the life insurance benefit. It appears that the Sheriff's bargaining units comprise but about 10% of the County's workforce. It is the County's position that there is no justification to treat these Sanitary Engineering bargaining unit Employees differently from the more than 90% of other County Employees. The

County notes that the balance of internal comparables tips in favor of the status quo, there being far more County Employees with a \$20,000 benefit versus the \$25,000 benefit.

The Union also seeks to have the health insurance benefit Employee premium share deducted over two pay periods per month, instead of it being deducted from just the payroll period at the end of the month. The Union contends that the bargaining unit here is modestly paid and that the current practice “especially affects these Employees at the bottom of the pay scale that have to have the entire contribution come out of one check.”

The Employer resists any change in the current method of payroll deductions for the Employee’s share of the health insurance premium. There is no reason to carve out for this bargaining unit a different method asserts the Employer. Moreover, asserts the Employer, the County Auditor, and not the Commissioners, is responsible for these deductions and the parties’ collective bargaining agreement should not dictate the obligations of another elected County official. The Employer also notes that the Auditor’s Office is only partially computerized and some tasks must be done manually. Hence any change to the status quo would result in a burden to the County.

II. RATIONALE

The overall goal of this Report is to fashion an agreement which the parties can adopt to resolve their dispute. With that in mind, the internal comparables unequivocally favor the Employer’s position, i.e., the status quo. However, with the exception of the first year of the Contract wherein a modest signing bonus is recommended, the Employer’s position on wages, as seen hereinafter, will be recommended. This being so, I find merit in the Union’s proposal both with respect to a balanced Report, and, simply put, good labor-management relations. In my judgment, life insurance is such a bargain, it can’t be regarded as costly even in the face of the

severe financial constraints present here. With respect to the Union's request for bi-monthly payroll deductions of the unit Employee's share of the health insurance premium, I'm constrained to conclude that the good will engendered by such an accommodation to the bargaining unit's Employees simply outweighs the extra effort the Auditor's Office might be put to. I find unpersuasive the Employer's contention that the parties' collective bargaining contract's provisions should not dictate "the obligations of another elected official," to wit, the Auditor.

This same argument and its logic would apply to all disbursements from the Auditor to the bargaining unit, including perforce their wages, an indefensible result.

III. RECOMMENDATION

The current Contract's provisions at Article 28 – Insurance will remain the same with the following exceptions:

In lieu of the current Contract's provision at Section 28.1 Life Insurance, the parties' Contract will provide:

"28.1 Life Insurance. The Employer will provide \$25,000 life insurance with Accidental Death and Dismemberment coverage for each full-time Employee at no cost to the Employee."

In lieu of the current Contract's provision at Section 28.3 Payment of Premiums of County's Group Health Insurance Program, the parties' Contract will provide:

28.3 Payment of Premiums of County's Group Health Insurance Program. The County shall pay 80% of the cost of the monthly premium. The participating bargaining unit Employees shall pay 20% of the cost of the monthly premiums. The premium will be paid bi-monthly through payroll deduction.

Article 31: Temporary Transfer Compensation

II. Record

The parties' current Contract provides as follows:

“31.1 Definition. Each Employee that is assigned to duties of a position with a higher pay range than is the Employee's own shall be eligible for a working level pay adjustment.

This pay adjustment shall increase the Employee's base rate of pay to a rate of four percent (4%) above the Employee's current base rate for the period the Employee occupies the position. This pay adjustment shall in no way affect any other pay supplement which shall be calculated using the Employee's normal rate of pay.

31.2 Length of Assignment. The working level pay adjustment shall become effective on the day following a fifteen (15) calendar day assignment in the higher rated classification, and shall continue no longer than the length of the assignment.”

The Employer seeks to retain the current Contract's language.

The Union would retain the language of sentence one and three of the current Contract's Section 31.1 Definition. With respect to the second sentence thereof the Union would change the period at the end of the second sentence to a comma and after said comma would add: “or base rate of the higher classification, whichever is greater.” The Union would additionally change the language of Section 31.2 Length of Assignment of the current contract to read as follows:

“31.2 Length of Assignment. The working level pay adjustment shall become effective anytime the Employee is required to perform those duties for more than two (2) hours in a workday. Supervisors will not assign work requiring the performance of other

job duties in a higher classification on a regular basis for periods of less than two (2) hours for the purpose of avoiding the payment for a temporary assignment. This pay adjustment shall in no way affect any other pay supplement which shall be calculated using the Employee's normal base rate of pay."

In support of its proposal to maintain current Contract language the Employer points out that "the Union is seeking [here] to change language that was recently negotiated by the parties." In this regard, the Union represented, without contradiction, that the bargaining history regarding this issue is as follows: in the 1999 to 2002 contract the Contract provided for Temporary Transfer Compensation, presumably at the rate of 4%, after one (1) day of service in the higher rated classification; in the 2002 to 2005 Contract, the Contract provided for Temporary Transfer Compensation at the rate of 4%, after fifteen (15) calendar days of service in the higher rated classification; and this same concept of a 15 day threshold was maintained in the 2005 to 2008 Contract, the current Contract.

The record indicates that the Employer sought to move to the 15 day concept through the County and has succeeded in doing so here; with the DJFS bargaining unit; and with the unorganized County Employees. The Employer argues that the relative recentness of this provision was obtained "as a result of the give and take" of the bargaining process, and "it should not be disturbed by the Fact Finder." Still further in this regard, the Employer notes that we don't now know what the trade off, that is, the quid pro quo the City made to obtain the significant change in the trigger for obtaining temporary transfer compensation from performance in the higher classification for more than one (1) day to more than fifteen (15) days.

Additionally, with respect to the propriety of retaining current Contract language, the Employer notes that the Union has not introduced data indicating the cost of its proposal, and that “without some cost analysis, it would be improper to recommend” the Union’s proposed changes.

Then too, asserts the Employer, the Union’s proposal “would require constant monitoring and significant paperwork,” and thereby “extremely difficult to administer.”

In support of its proposal for its changes to the current Contract, the Union asserts that at the time it agreed to the current language there were more bargaining unit Employees and hence fewer temporary transfers out of classification. However, presently, and over the course of the current Contract through attrition, there are significantly fewer bargaining unit Employees and consequently temporary transfers and their duration have significantly increased, asserts the Union. This, states the Union, particularly affects Employees in the Sewer and/or Water Maintenance Works I classification. The principle difference between I’s and II’s is that II’s are required to possess a Class “A” CDL drivers license, whereas I’s need only possess a regular drivers license, albeit many I’s nonetheless carry a CDL license. It is these latter Employees particularly who are, evidently with some frequency, transferred into the higher II classification, but are not paid any rate over and above their own unless they remain reassigned to the higher classification for more than fifteen (15) days, a result which is both unjust and inequitable, asserts the Union. As for the Employer’s bargaining history arguments, the Union states that “regardless of the history of negotiations between the parties on this Article, the only equitable and just remedy here would be to pay the

Employees their rightful wage when doing work above their classification after the minimum time is reached as proposed by the Union.

As for the Employer's claim that adoption of the Union's proposal would create an administrative burden on the County, the Union asserts that 'being that 3 out of 5 bargaining units currently have this language in their contracts, it appears that the County has already figured out a way to administer, monitor, and deal with any extra paperwork that this proposal may cause.'

Under the current Contract's language, an Employee can be doing the work of a higher classification position for two full weeks and not be compensated for this work above [the rate] of his own classification.

Finally, the Union seeks to counter the Employer's lack of cost analysis argument by way of pointing out that the County has not shared with the Union or the fact Finder how much money it has saved under the current 15 day trigger concept.

RATIONALE

Strictly speaking the Union's proposal, with its "whichever is greater after 2 hours" is more generous than the temporary transfer compensation provisions of any other County bargaining unit. The closest to the Union's proposal are the two Sheriff's bargaining units, which share with the Union the "whichever is greater" concept, but this concept separates the Union's proposal and the Sheriff's provisions from both the County Engineers Office, the County DJFS, and the County Children's services Board. Arguably therefore, only the sheriff's two bargaining units are more truly internal comparables. Given that the County can point to the County DJFS as a true internal comparable, I find

that internal comparables are not a particularly significant factor upon which to ground a Recommendation of either party's position.

Similarly, Article 31 covers all of the very many classifications in the Contract, whereas the Union-perceived problem lies only with a few classifications. Thus in essence this is a pay equity issue and as such Fact Finding is not the best venue for resolution of such.

Most persuasive, however, is the Employer's argument concerning the recentness of the parties' agreement and adoption of the 15 day concept. Unquestionably this represented a significant and self-evident gain for the Employer, thereby raising the inference that the Union was satisfied that overall it had made gains of essentially equivalent consequence to it, notwithstanding that the precise tradeoff cannot presently be ascertained. Doubtless this point would have more weight had the 15 day concept been first agreed to in the current contract, rather than its predecessor. Nonetheless, this Fact Finder and others have found that where a party's gain at the table is significant, the fact that said gain was not obtained in the Contract immediately preceding the parties' dispute, does not seriously undermine its significance. Put another way, in the circumstances here, for the Fact Finder to Recommend departing from the current Contract, he would violate the overarching principle that the process is designed and intended to bring stability to the parties' relationship. Additionally, given the financial strictures currently obtaining, the cost of any proposal must be kept in mind. As the Employer points out, however, the Union has not determined and shared with the Employer and the undersigned the potential costs of its proposal. Given the great departure from the 1 day trigger which preceded the 15 day trigger, it can only be inferred that the increase in cost to the County would be substantial. In light of the foregoing, I am constrained to not recommend the Union's proposal.

RECOMMENDATION

It is recommended that the parties retain the language of Article 31 in the current Contract.

Article 37. Duration of Agreement

II Record The parties' current Contract expired midnight, September 11, 2008. The Union proposes the following:

“This Agreement shall be in full force and effect commencing September 12, 2008 through September 11, 2011. The Agreement shall thereafter be renewed for successive one (1) year periods unless written notice of desire to renegotiate is given by either party to the other at least ninety (90) days, but no more than one-hundred twenty (120) days prior to September 11, 2011, or any subsequent anniversary date. Upon delivery of such notification, the parties shall meet and negotiate with respect to a new agreement sufficiently in advance of the expiration date so as to enable the reaching of an Agreement prior to the expiration date.”

The Employer proposes to modify the duration of the Contract, urging that the new Contract be effective from January 1, 2009 through December 31, 2011. This change, asserts the Employer, will allow for a wage freeze for all of 2009 and make it more efficient to budget for and determine future wage increases. The Union asserts that the Employer's proposal provides no quid pro quo for the significant change sought.

III RATIONALE

Past collectively bargained agreements is the only statutory factor in play here. It favors the status quo position of the Union and such shall be recommended.

IV RECOMMENDATION

The Union's proposal as set forth hereinabove is Recommended.

Article 32 – Wages

Aside from the differing amounts of across-the-board wage increases, as seen above, the parties, due to their differing duration proposals, also have different time frames for their proposed across-the-board wage increases. Thus the Union proposes for Article 32.1 a 3% across-the-board increase for their first year of the parties' Contract, commencing on, and retroactive to, September 12, 2008; and a 4% increase to base wages in the second year, commencing on September 11, 2009; and another 4% increase to base wages in the third year, commencing on September 11, 2010.

The Employer proposes a wage freeze in the first year of the Contract, which the Employer would have commence on January 1, 2009. For the second year of the Contract, which the Employer urges commence on January 1, 2010, the Employer proposes a 1% across-the-board increase; and for the third year of the Contract, which the Employer urges commence on January 1, 2011, the Employer proposes a 2% across-the-board increase.

Additionally, the Union proposes to increase certification pay referenced in Section 32.5 by \$.05 per hour in each year of the agreement, i.e. effective: September 11, 2008; September 11, 2009; and September 11, 2010. The Employer proposes to increase the certification pay supplement by \$.05 per hour, effective January 1, 2011 only. Within the water department, sewer department, and the lab, some nineteen (19) bargaining unit Employees are entitled to receive a certification pay licensure pay hourly wage supplement.

The Union also proposes to increase longevity pay, addressed in Section 32.6, from the current \$20.00 per year of service to \$25.00 per year of service, an amount comparable to certain internal comparables, namely the longevity payments paid to the Sheriff's Deputies bargaining

unit and the Job and Family Services bargaining unit. The Employer is opposed to the increase in longevity pay, asserting it is not in a financial position to pay for same.

Finally, the Union seeks to resolve a purported pay equity issue. Thus, it proposes moving two classifications, Sewer Maintenance Worker I and Water Maintenance Worker I, up two (2) steps in the current pay range, in order to close the gap between these classifications and the Sewer and Water Maintenance Worker II Employees, whose work is purportedly very similar in nature. It is noted level 1 workers currently top the pay range at \$13.39, whereas level 2 workers top out currently at \$17.91. The Employer opposes this Union-urged, two-step move up inasmuch as it would cost \$1,800/Employee and \$9,000/year and result in a 5.7% increase before any across-the-board wage increase. The Employer asserts it can't afford it, noting that all the Union-urged proposal put together would by the end of the Contract cost \$594,914.00.

Suffice it to say that the record is replete with financial data evidence, which the Fact Finder has carefully reviewed. Virtually every measure of same lends support to the Employer's claims of financial hardship. Thus, its revenues have fallen, and more alarmingly, the trend is downward; County unemployment in both the public and private sector is on the increase and at historic highs; housing starts, from which new fee sources are looked to are in serious decline. On the expenses side, the County is burdened with debt service resulting from imposed EPA mandated improvements which had to be funded by bonds. To protect its bond ratings, the County may have to raise water and sewer rates, but the County is already at the high end of said rates in its region. The Employer submitted Fact Finder David Pincus's Fact Finder's Report, dated March 2, 2009, in the Matter of Fact Finding Between The State of Ohio and OCSEA, the State's largest bargaining unit, who cogently observed as follows: "The Nation's and State of Ohio's economies are being compressed by conditions that caused the existing recession. Never

in the history of the parties' collective bargaining relationship [some 20+ years] have they had to negotiate a contract within an environment so septic.”

Such must be said with respect to the case at hand as well. This being so, the focus must be on saving jobs and avoiding the kind of layoffs being contemplated in the Sheriff's Office, and concentrating on the basic wage base rather than supplementary income devices. These goals, and an appropriate accommodation to the severe financial trends and realities present here, is best addressed by the recommendations set forth below.

IV RECOMMENDATIONS

It is Recommended that the parties' Agreement provide as follows:

32.1 Effective Date

A. Effective the first full pay period in September 2008 each Employee covered by this Agreement will receive a 0% wage increase on the base wage, excluding all wage supplements. Effective on the first full pay period following the parties executing this Agreement each bargaining unit Employee shall be paid a one-time signing bonus of \$200.00, it being understood that said bonus is not to be regarded as any increase in an Employee's base wage.

B. Effective the first full pay period in September 2009 each Employee covered by this Agreement will receive a 1% wage increase on the base wage, excluding all wage supplements.

C. Effective the first full pay period in September 2010, each Employee covered by this Agreement will receive a 2% wage increase on the base wage, excluding all wage supplements.

32.2 New Hires – Current Contract

32.3 Promotions – Current Contract

32.4 Rate of Pay – Current Contract

32.5 A. Class I, II, III Licensure Pay Current Contract for the first two (2) years of the Contract. Effective the first full pay period in September, 2010, for each bargaining unit employee receiving a supplement under the current Contract, said supplement shall be increased by \$.05/hour.

32.6 Longevity Pay (A) Unless retiring, full time Employees on the payroll on December 1 of each year who have completed at least five (5) years of service shall receive longevity pay as follows:

In 2008, \$20.00 per year of service (presumably already paid since the parties have continued the provisions of their 2005 Contract.)

In 2009, \$20.00 per year of service.

In 2010, \$20.00 per year of service.

(B) Payment – Current Contract

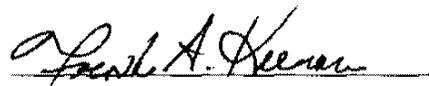
(C) Retirement – Current Contract

The Union's proposal for moving up by two pay ranges the four incumbent sewer maintenance worker I positions and the one incumbent water maintenance worker I position is not recommended, due both to the expense involved and, as previously indicated, the awkwardness of the Fact Finding forum for such purportedly equity-based pay issues.

Finally, it is RECOMMENDED that the parties' Contract set forth all of the parties' tentative agreements.

This concludes the Fact Finder's Report and Recommendations.

April 16, 2009



Frank A. Keenan
Fact Finder