

2009 MAY -8 P 1:56

IN THE MATTER OF FACT FINDING

BETWEEN

BRIMFIELD TOWNSHIP

AND

TEAMSTERS LOCAL UNION No. 24

SERB CASE # 08-MED-09-1001

ADVOCATE FOR THE EMPLOYER:

**John Barkan, Jr., President
J. N. BARKAN & ASSOCIATES
7575 Tyler Boulevard, C-3
Mentor OH 44060-4882**

ADVOCATE FOR THE UNION:

**Dave Richards, Business Representative
TEAMSTERS LOCAL UNION No. 24
727 Grant Street
Akron OH 44311**

INTRODUCTION

The bargaining unit is represented by Local 24 of the International Brotherhood of Teamsters (Hereinafter "Union" or "bargaining unit") and the Employer is Brimfield Township (hereinafter "Employer" or "City"). The bargaining unit is comprised of approximately three (3) employees who provide vital services to the citizens of Brimfield Township as members of the Department of Public Works. The previous contract expired December 31, 2008. The parties held several negotiation sessions prior to fact-finding and were able to resolve some issues. However, several issues remained unresolved, which led to fact finding and are addressed below.

A mediation/fact-finding hearing was held on April 7, 2009 over the issues addressed in this report. Prior to a formal submission of evidence, the fact-finder made a concentrated effort to reconcile the differences between the parties over the unresolved issues addressed in this report. Settlement possibilities were carefully explored with the parties in an effort to find common ground upon which to construct a settlement. The discussions were particularly helpful to the fact finder in understanding the unique concerns of each party. While a consensus of a plausible agreement structure was reached, a complete and formal tentative agreement was not achieved, which led to the issuance of this report. The mediation effort was then followed by a hearing/submission of

evidence on the issues. Both advocates represented their respective parties well and clearly articulated the position of their clients on the issues in dispute. The Employer's and the Union's position statements are attached to this report and for purposes of efficiency will be referenced and not restated in the body of this report. Under each issue the parties' respective positions shall be referred to in this report as simply EP, Employer's position, and UP Union's position.

BACKGROUND

Since September of 2008 the current state of the national and state economy has become frequent topic of conversation. Ohio's economy remains uncertain as does the financial outlook for many states. In recent months Governor Strickland outlined the considerable magnitude of Ohio's revenue shortfall both in the current and next biennium budgets, and the necessity of having to take decisive action to reduce costs in order to balance the state's budget. However, the overall extent to which these serious financial conditions at the state or other levels of government in Ohio, impact Brimfield Township can only be discerned by a local focus. Various public sector entities in the state are fairing better than others and each community is unique. As of this writing it is not apparent what benefits the congressional economic stimulus package, as

well as the new state budget will eventually have upon the Township. All parties, employees and employers alike, are concerned about their bottom lines. On the other hand, one must be careful in generalizing the likelihood of "economic crisis" for every employer without carefully examining the facts. It is unreasonable to generalize that all public employers are being impacted equally. While some public employers, as a result of a combination of economic conditions, are being forced to make serious reductions in services and in costs, a combination of prudence, careful planning and good fortune has placed more economically stable public entities "on higher ground." They are in the fortunate position to be able to take more measured steps over time in order to weather the current economic storm. Furthermore, 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 and experienced workforce is the maintenance of a competitive and equitable wage structure that provides a fair wage for knowledge, skills, and ability, along with quality benefits, and a reasonable working environment even in trying times.

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

The issues related to personal days and arbitration procedure initially identified by the parties as issues at the initiation of the mediation/fact finding hearing, were successfully resolved by the parties prior to any mediation efforts. One of the clearly prominent issues for the Employer in these negotiations is health care. The Employer proposes to bring more uniformity and more union/management control over the important health care insurance benefit provided for employees in the Township. The fact that the Employer has already negotiated desired changes with its fire fighters lends considerable support to its position. The Employer's proposal to create a joint health care committee is also a sound idea and is well supported by practice in the public sector. A second important issue for the Employer, following its comprehensive reorganization of the Department of Public Works, is to create greater efficiency and effectiveness in the work of the Public Works department. After acquiring strong leadership, and having instituted careful direction, and planning, the Employer in its proposal on Bargaining Unit Work/Assignments is seeking a change in contract language that is more compatible with its newly organized department. The facts and arguments proffered by the Employer are persuasive in seeking enhanced labor-management cooperation as part of its reorganization efforts.

The Union, while indicating a strong desire to do its part to strengthen the new Department of Public Works, is reasonably seeking to bring about improvements in specific benefit areas. The Union also appears have a realistic understanding the need for reform in health care coverage and supports a joint approach to future health care strategies. However, the Union while willing to accept changes in benefit levels that will require its members to accept a greater economic burden, is seeking a "quid pro quo" exchange in other economic areas, including wages. The Union's evidence and arguments in terms of internal equity with other bargaining units is persuasive. In addition, collective bargaining by definition is comprised of quid pro quo exchanges when both parties have needs to that must be met. In these exchanges, the Employer also sought to make adjustments in issues like longevity that would bring provider younger employees with a greater benefit earlier in their career, while trimming what it considered to be excessive costs at the top end of the scale. The Union initially sought to maintain the status quo, but was willing to make movement in this area, if it resulted in a more immediate benefit to its members. Given the current youthful composition of the bargaining unit, the parties engage in some classic collective bargaining exchanges during the mediation phase of this issue, which, in the opinion of this neutral, brought about an improved basis for a recommendation that should serve both parties well.

The following determinations are based upon the criteria stated above and the totality of the evidence and arguments presented by the parties.

Issue 1	Sick Leave
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Employer's Position

See EP

Union's Position

See UP

Determination:

After care review of the facts and arguments presented by the parties, both during mediation and fact finding, the current age and experience composition of the bargaining unit do not support a departure from the language that has existed in the Collective Bargaining Agreement.

Maintain Current Language

**Article 19
Sick Leave**

Section 1. A bargaining unit employee accrues sick leave time at the rate of 4.6 hours per eighty (80) hours of active pay status. There will be no accumulation for overtime hours. Only those hours already accrued can be requested for authorized paid absences. An employee will be charged sick leave only for the days the employee is absent and on days which the employee would otherwise have been scheduled to work. Sick leave payment will not exceed the normal scheduled work day or work week earnings, or a maximum of eighty (80) hours per pay period.

Section 2. Accrued sick leave may be taken for absences due to illness or injury to the employee or a member of his or her immediate family. In cases of a member of the immediate family not living in the employee's household, the sick leave may be credited.

Section 3. An employee may also use sick leave when there is a death of a member of the immediate family limited to five (5) days); or if a member of the immediate family is afflicted with a contagious disease and requires the care and attendance of the employee or when, through exposure to a contagious disease, the employee's presence on the job would jeopardize the health of others. Accrued sick leave may also be used for absences due to pregnancy and/or childbirth, and medical, dental or optical examinations or treatment of an employee or a member of the immediate family.

Section 4. Definition of the immediate family is as follows: spouse, child, father, mother, sister, brother, grandparents, grandchild, brother-in-law, sister-in-law, father-in-law, mother-in-law, or legal guardian.

Section 5. The supervisor must be notified as soon as possible whenever an employee cannot work. Unexcused absence or failure to give proper notification may result in the absence being charged to leave without pay (LWOP) and may also be cause for correction action.

Section 6. An employee using sick leave for four (4) consecutive work days may be required to furnish a Physician's report to be eligible for paid sick leave.

Section 7. Upon retiring from active Township service after ten (10) or more years with the Township, an employee who is paid directly by warrant, may elect to be paid in cash for one-half (50%) or 120 days, whichever is greater of unused leave. This payment will be based upon the employee's rate of pay at the time of retirement. Upon accepting such payment, all sick leave credit accrued up to that time will be eliminated. At no time may employees contemplating retirement extend the effective date of their retirement by using accrued sick leave.

Issue 2	Longevity
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Union's Position

See UP

Employer's Position

See EP

Determination:

The parties' exchanges during mediation and the facts presented to the fact finder support a major change in this benefit that better reflects the demographic make-up of the bargaining unit.

Change as follows (changes in bold):

**Article 25
Longevity**

Section 1. All full-time employees shall be entitled to longevity payments based upon years of total township service. The following is an annual schedule of those payments. The applicable sum will be divided by the number of pay periods within the year and shall be in the employee's regular paycheck.

Years of completed service

3 to 7 years	\$900.00
8 to 11 years	\$1400.00
12 to 16 years	\$1550.00
17 or more years	\$1800.00

Issue 3	Bargaining Unit Work/Assignments
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Union's Position

See UP

Employer's Position

See EP

Determination:

During mediation the parties demonstrated a willingness to make changes in this article that preserved the concept of bargaining work, while accommodating the new managerial structure put into place to create greater efficiencies.

Change as follows (changes in bold):

**Article 29
Bargaining Unit Work/Assignments**

Section 1. Any employee who is temporarily assigned to a job classification with a rate of pay lower than the rate of pay he is regularly paid, shall receive his regular rate of pay for all time worked in such position.

Section 2. **Director of Public Works** shall not perform job duties that fall within the job descriptions or are usually assigned to bargaining unit employees except in the following circumstances:

- A. Under normal circumstances supervision shall not perform bargaining unit work.
- B. **The Director of Public Works** shall be permitted to perform emergency snow and ice control. However, he may only perform these duties after all full time hourly bargaining unit members have been called out for these duties.
- C. The Employer agrees that supervisors shall not perform bargaining unit work for the purpose of avoiding overtime for bargaining unit members. However, this section will not serve to prohibit **the Director of Public Works** from performing work for a minimal amount of time to include emergency functions such as "road closed" and other traffic control signage.

Section 3. Unless mutually agreed otherwise, the employer may only contract out or subcontract work which requires special equipment or a degree of specialization not present in the bargaining unit, or is of such a nature that the performance by bargaining unit members is not reasonably possible. Equipment

and qualifications currently in use will be maintained and replaced as necessary. The employer will not be required to rent "Heavy Equipment" to perform any jobs.

Such contracting out or subcontracting shall not be done for the purpose of reducing the employee work week, hourly rates of pay, or to erode job classification. The employer agrees to notify the Union prior to the use of this Article. Disputes arising from this Article will be subject to the grievance procedure.

Section 4. Generally all bargaining unit employees within the Road Department shall exclusively and primarily perform job tasks that have been traditionally performed primarily by the Road Department and are directly related to the Township roadways and right-of-ways of those roads, unless otherwise addressed elsewhere in this Agreement. Primary work shall focus upon road repair and maintenance, snow and ice removal/control, surface water management directly related to the integrity of roadways, mowing and trimming of roadway vegetation, non-certified and minor machinery repair and maintenance of Road Department equipment and/or vehicles, sign installation, repair, maintenance and creation, minor facility repairs and maintenance, mowing and maintenance of township parks, and other related tasks as may be assigned by the Director of Public Works.

The Cemetery Sexton may deem, from time to time that extra help is needed in the township cemeteries such as mowing, trimming and general maintenance. If the cemetery sexton so deems extra help is needed, he will contact the Director of Public Works who shall then review such request and determine the number of bargaining unit employees needed.

The Director of Public Works shall determine the number of employees at all openings or closings of graves and related tasks. Said employees may include the cemetery sexton and if the cemetery sexton is not unavailable for a grave opening or closing, then at least two bargaining unit employees will be required at all grave openings and closings.

Section 5. Generally, the exclusive and primary work of all full time bargaining unit Road Department employees includes:

- A. Performing semi skilled labor related to road work that may include manipulative devices such as hand and/or power tools; physical exertion; working in adverse weather conditions.
- B. Operation of larger Road Department equipment such as a back hoe, grader or loader;
- C. Operation of Road Department vehicles requiring appropriate CDL license and endorsements. All full time bargaining unit employees shall maintain

valid, current and appropriate CDL license and endorsements in order to operate all Township Road Department vehicles;

D. Performing specific tasks including, but not limited to:

1. install, create and/or repair guardrails, road signs, catch basins, culverts (culvert work, ditch enclosing and related installations that are to be done in the Township right-of-ways at the property owners' expense shall not be deemed "bargaining unit work per se, but if the Township agrees to perform the work it will use bargaining unit employees exclusively");
2. mowing and controlling roadway vegetation;
3. patching and repairing roadway surfaces;
4. perform certain "chip and seal" applications that have been traditionally done as Township "in-house" projects (not specialized 405/409 overlay projects requiring specialized equipment and expertise);
5. unless outside vendor(s) are deemed necessary be the Employer, perform minimal non-certified repair and maintenance to Township vehicles within the Township Police Department and Administrations/Zoning Departments (pick up and/or delivery of such vehicles to/from outside vendor (s) shall not be deemed exclusive "bargaining unit work");
6. perform traffic control, road closings and barricading associated with regular and customary road work (certain emergency situations involving Police Department and/or Fire Department personnel may also involve traffic control, road closing, etc. that are not exclusively "bargaining unit work"; however if additional township assistance is deemed necessary as determined by emergency personnel, bargaining unit employees will be called out to assist in seniority order ahead of all other township employees.
- 7. The Director of Public Works reserves the management right to assign reasonable work to bargaining unit members that are reasonably commensurate with their training and experience in addition to work/tasks outlined above.**

The Employer reserves the management right to assign reasonable work to bargaining unit members that are reasonably commensurate with their training and experience in addition to work/tasks outlined above.

Section 6. Part time bargaining unit employees may be utilized as follows. All part time employees shall be included in the bargaining unit and shall

pay dues/fees as required by the Teamsters Local #24 and shall earn wages as outlined in this agreement.

- A. No more than two (2) part time bargaining unit employees shall be utilized on a calendar day. Each part time bargaining unit employee shall be limited to no more than thirty-two (32) hours of work per week, for an aggregate total of no more than sixty-four (64) hours of work per week. Part time bargaining unit employees will receive no fringe benefits of any kind under this collective bargaining agreement.
- B. Part time bargaining unit employees (as outlined in paragraph A above) may be scheduled by the Director of Public Works during the regular work hours, on or about May 1st through September 30th of any calendar year.
- C. No part time employees will be permitted to work while full time bargaining unit employees are on lay off status.
- D. Part time bargaining unit employees shall gain seniority rights under this agreement; if they are hired by the Township as a full time bargaining unit employee within the Township Road Department, and all part time hours worked will apply towards the employees new hire probationary period.
- E. The Township shall not utilize any other part time employee to perform bargaining unit work.
- F. Part time bargaining unit employees shall be limited to the Laborer's position only.
- G. Part time employees will be used for snow removal when all full time bargaining unit employees are working or are unavailable to perform such duties, (i.e., decline work assignments; have worked in excess of normal safety regulations, etc.).

Issues: 4 New: Letter of Agreement
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Union's Position

See UP

Employer's Position

See EP

Determination:

Add New Provision:

The following sentence shall be added to the Letter of Agreement that is currently part of the Collective Bargaining Agreement:

LETTER OF AGREEMENT

The parties agree that within sixty (60) days from the execution of this agreement, a "Labor Management Committee Meeting" shall be scheduled. The purpose of this meeting will be to collectively work on the development of the job descriptions for the new position within the Brimfield Township Road Department. These new positions are:

1. Operator
2. Driver
3. Laborer

Upon the completion of the new job descriptions, all new bargaining unit employees will be assigned to a specific job description, based on their individual abilities to perform said duties.

All current bargaining unit members shall be classified as "Operators". Pay rates for each bargaining unit member shall be defined under Article 31, Wages, within this Agreement.

The fact finder/arbitrator shall maintain jurisdiction over this provision for the first year of the Collective Bargaining Agreement in order to assist the parties in resolving any dispute that will aid in expediting its intent. Said assistance shall be by mutual agreement of the parties.

Issues: 5 Health Insurance
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Union's Position

See UP

Employer's Position

See EP

Determination:

Based upon other changes made in this report and the evidence presented, particularly related to internal comparables, the Employer's position is reasonable and is recommended.

Change as follows (changes in bold):

Article 30

Health Insurance

Section 1 – Medical Coverage: The Employer shall continue to provide full-time bargaining unit employees, and their eligible dependents, with the existing major-medical, dental and vision insurance coverage through Summa Insurance or equal to or better than except as modified by Exhibit A. Effective January 1, 2010 or when the Police Patrol bargaining unit begins making contributions, whichever date is later, the bargaining unit employees covered under the Employer's health insurance plan, as define herein, shall for the duration of this agreement, make a bi-weekly employee health insurance contribution according to the following schedule:

Family plan:	\$50.00/bi-weekly pay
EE/Spouse:	\$45.00/bi-weekly pay
EE/Dependant:	\$30.00/bi-weekly pay
Single:	\$20.00/bi-weekly pay

Health insurance coverage shall commence in accordance with the health insurance carrier's enrollment guidelines. From the effective

date of this Agreement through the duration of this Agreement, all employees covered by this Plan and provided with health care coverage shall pay the \$10.00 co-pay for office visits and \$75.00 co-pay for Emergency room visits.

Section 2 – Prescription Drug Plan: The Employer will continue to provide a prescription drug plan to all full-time bargaining unit employees and their eligible dependents with coverage limitations as set forth in the health insurance plan. Eligibility of dependents will be determined on the same basis as under the medical insurance plan provided pursuant to this article.

Section 3 - Life Insurance for Employees: At no cost to the employee, the Employer, Brimfield Township shall provide and maintain in force by the payment of necessary premiums, \$25,000 in life insurance with double indemnity for accidental death and a \$5,000 accidental dismemberment benefit for all bargaining unit members, for the duration of this Agreement.

Section 4 – Obligation and Eligibility of Dependents: The Employer shall have no obligation to provide insurance coverage for dependents in cases where the employee who desires such coverage fails to make a written application for same to the Fiscal Officer or to provide information reasonably requested by the Fiscal Officer to establish the eligibility of dependents.

Section 5 – Employers Right to Change Provider: The Employer has the right to self-insure or change carriers as it deems appropriate, providing the effected coverage remains comparable.

Section 6 - Joint Healthcare Committee: The Employer will maintain a Joint Healthcare Committee, Per Township Resolution, composed of management representatives and not less than one representative from each bargaining unit within the Township. The Committee will meet periodically to review medical insurance plans and costs; to explore group health insurance plan alternatives; changes in coverage; and cost containment measures. The Committee will only have authority to make recommendations. Should the Committee make recommendations regarding a healthcare issue that require negotiation between the Township and the Union, both parties will give due regard to the recommendations of the Committee when negotiating the issue.

Section 7 – No reimbursement of out-of-pocket payments or deductibles: Effective January 1, 2009, the Employer will not be responsible for an employee's out-of-pocket payments or deductibles

as determined by the health insurance plan in place during the term of this agreement. This section does not cover the bi-weekly employee health insurance contribution, which shall be the employee's requirement to receive Township provided health insurance.

Section 8- Decline of Health Insurance: Effective January 1, 2009, an employee may decline Township provided health insurance and receive a monthly stipend in lieu of said health insurance. Said stipend shall be paid in accordance with Township Personnel Policy Manual Section 7.1.2: Health Insurance Stipend and Waiver.

Issues: 6 Wages

Union's Position

See UP

Employer's Position

See EP

Determination:

Based upon internal comparables and upon changes in health care coverage and premium costs, as well as all of the other evidence presented by the parties wage rates shall be slightly higher than average for the first year and near average for years two and three of the Collective Bargaining Agreement.

Change as follows:

Article 31

Wages

Section 1. Effective January 1, **2009**, bargaining unit employees will be paid according to the following hourly wage schedule:

	<u>2009</u>	<u>2010</u>	<u>2011</u>
<u>Crew Leader</u>	\$21.86	\$22.58	\$23.32
<u>Operator</u>			
6 months	\$20.36	\$21.08	\$21.82
3 months	\$18.32	\$18.97	\$19.63
Start	\$16.29	\$16.86	\$17.45
<u>Driver</u>			
6 months	\$18.62	\$19.27	\$19.94
3 months	\$16.75	\$17.34	\$17.95
Start	\$14.89	\$15.41	\$15.95
<u>Laborer</u>			
6 months	\$16.75	\$17.34	\$17.95
3 months	\$15.08	\$15.61	\$16.15
Start	\$13.41	\$13.88	\$14.37
<u>Part-time</u>	\$13.41	\$13.88	\$14.37

TENTATIVE AGREEMENT

During negotiations, mediation, and fact-finding the parties reached tentative agreements on several issues, copies of which they have retained. These tentative agreements, on all or portions of articles, and any language recommended to change and or remain current are all part of the recommendations contained in this report. Any issues, or sub-issues not specifically addressed are also intended to remain current language for purposes of this report.

The Fact-finder respectfully submits the above recommendations to the parties this 6th day of May 2009 in Portage County, Ohio.

A handwritten signature in black ink, appearing to read "Robert G. Stein", written over a horizontal line.

Robert G. Stein, Fact-finder

**STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD**

**IN THE MATTER OF
FACT FINDING BETWEEN**

CASE NO. 08-MED-09-1001

**TEAMSTERS LOCAL UNION
NO. 24**

Union,

**Before: Robert G. Stein
Fact Finder**

And

BRIMFIELD TOWNSHIP

**POSITION STATEMENT FILED
ON BEHALF OF TEAMSTERS
LOCAL UNION NO. 24**

Employer.

This Position Statement is filed in accordance with Ohio Administrative Code Rule 4117-09-05(F) and the SERB appointment letter.

1. APPEARANCE

This Position Statement is filed on behalf of Teamsters Local Union No. 24 ("Union").

The Union's principal representative is:

David Richards
Teamsters Local Union No. 24
727 Grant Street
Akron, OH 44311
(330) 434-8126 office
(330) 535-8508 fax

2. DESCRIPTION OF BARGAINING UNIT

Teamsters Local Union No. 24 ("Union") was certified as the exclusive bargaining representative for all full-time hourly and seasonal Road Department employees. There are currently approximately three (3) employees in the bargaining unit.

3. GENERAL DESCRIPTION OF THE FUNCTION OF THE TOWNSHIP AND THE EMPLOYEES IN THE UNIT

Brimfield Township is located in Portage County and has a population of 5000 based upon the results of the 2000 census. For the purposes of these negotiations, the Township operates a Road Department. The employees of the Road Department are responsible for snow and ice removal, pavement maintenance, such as potholes, crack sealing and paving, maintenance of County facilities and repairs, pavement markings, street sweeping, storm water maintenance, such as ditches, catch basins and inlets and outlets.

4. DATES OF NEGOTIATING SESSIONS

The parties engaged in three (3) negotiating sessions. At our final session the Union was presented with a take it or leave it offer.

5. STATEMENT DEFINING ALL UNRESOLVED ISSUES AND THE POSITION OF LOCAL 24 WITH REGARD TO EACH UNRESOLVED ISSUE

The Union and the employer signed an extension agreement that makes all wage increases retroactive to January 1, 2009.

The following sets forth the Union's position on each of the unresolved issues.

1. Arbitration procedure

The Employer proposed updating the current list of Arbitrators. The parties have agreed in principle to review and update the current list of Arbitrators; however we have not reached agreement on the method of updating the list. This issue was left unresolved when the Union was given a take it or leave it package proposal. The Union proposes to

eliminate from the list any Arbitrators not currently practicing and proceed with the remaining Arbitrators on the list.

2. Sick Leave

The Employer proposes to limit the amount of sick leave that an employee can cash out upon retirement to nine hundred and sixty (960) hours. The Union proposes to keep the current language. This language has been in the collective bargaining agreement from the beginning of the bargaining relationship and no one will reach retirement age during the life of the new agreement.

3. Longevity

The Employer proposes to reduce Longevity payments in the new agreement and freeze them for the life of the agreement. The Union proposes to keep the current language. Under the Employers proposal employees would lose money through a reduction in amounts paid in the first year, an increase in years required to work before being promoted to the next level of payments, and finally by the elimination of increases paid to employees with twenty five (25) years or more service.

4. Bargaining Unit Work/ Assignments

The Employers proposes to drastically alter this article of the contract which would gut hard fought protections negotiated into the agreement. The parties have a long history that has involved ULP's, settlement agreements and ultimately language in the contract that has been in place since the inception of the first CBA.

Section two (2) of the current language limits the amount and circumstance in which a supervisor can perform bargaining unit work. The Employer proposes to remove these limits even at a time when the Employer has not replaced two (2) recently retired Road Dept. employees.

Section three (3) currently requires the Employer to maintain and replace equipment and qualifications currently in use. The Employer proposes to add "at the discretion of the Director of Public Works". This change would be devastating to the language and could result in the elimination of bargaining unit jobs.

Section four (4) currently gives bargaining unit employees the exclusive rights to cemetery work to assist the cemetery sexton. The employer's proposal is unclear as to its intent or effect and therefore the Union proposes to maintain the current language.

The Union proposes to keep the current language in this section save changes to rename department heads.

Section six (5) currently restricts the employer to a total of forty (40) hours of part-time labor per week during the seasonal period. The employer proposes to increase this to Sixty-four (64) hours, remove the march 1st through November 1st limit and expand their job duties.

This change would diminish chances of future full time hires. The Union can not agree to replace retired full time bargaining unit employees with part time labor.

5. Health Insurance

The Union proposes to keep the current language. The Employer proposes to replace the entire article with new language.

The Employer proposal gives the Employer the ability to change coverage's to "equal to or better than is currently provided except as modified by Exhibit A". The Employer never provided exhibit A to the Union and therefore the Union proposes to keep the current language that protects the employees from a reduction in coverage. The Employers proposal adds a new section five (5) that contradicts section one (1). The Section five proposal says that the employer can provide "comparable coverage" and the section one proposal says 'equal to or better coverage". The Union proposes to keep the current language.

The Employer proposes to shift a considerable amount of the cost of healthcare to the Employees. This change would result in an approximate reduction in compensation to the employees of one dollar and thirty-five cents per hour (\$1.35). The Union arrived at this figure by calculating co-pays proposed in section one at fifty dollars (\$50.00) per pay period. There are twenty six (26) pay periods per year. $50.00 \times 26 = 1300.00$ divided by 2080 hours = .63 per hour. The employer has also proposed to eliminate out of pocket reimbursements in their new section seven (7). The Union used a conservative estimate of fifteen hundred (\$1500.00) The Employer did not dispute this figure. Using the same method as before this calculates to a seventy two cents (\$.72) per hour loss in total compensation.

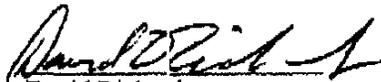
In addition to the aforementioned the Employers proposal adds a lot of new language that was never explained and seems to be from a different contract. It could be from the employers Safety forces contracts. The Union asked for but was never provided copies of these agreements. Therefore the Union would propose the current language remain the same for the new agreement.

6. Wages

The Union is proposing an increase of 4.0% increase effective January 1, 2009, a 4% increase effective January 1, 2010 and a 4% increase effective January 1, 2011. If the employees were required to assume the employer proposed health care premiums as well as longevity and sick leave cuts, the Union would propose an increase of 8.0% increase effective January 1, 2009, a 5% increase effective January 1, 2010 and a 4% increase effective January 1, 2011. This cost shift and cuts across the board are unreasonable and the employer has presented no evidence that that they are necessary to remain viable.

CERTIFICATE OF SERVICE

I hereby certify that an exact copy of the foregoing Position Statement has been sent via fax to Robert G. Stein at (330) 676-1199 and to John Barken at (440) 946-1644 on this the 6th day of April, 2009.



David Richards
Secretary Treasurer
Teamster Local 24



J. N. BARKAN & ASSOCIATES, INC.

Human Resources Solutions

7575 Tyler Blvd., C-3
Mentor, OH 44060-4882
(440) 946-1414 Office
(440) 946-1644 Fax

E-mail: jnbarkan@consultant.com

April 3, 2009

Mr. Robert G. Stein
265 W. Main Street, Suite 102
Kent OH 44240-2403

via E-mail

RE: SERB Case No. 08-MED-09-1001
IBT Local #24 (Road Department)
And Brimfield Township Trustees

Dear Mr. Stein:

In accordance with the State Employment Relations Board Fact-Finding Hearing and Report Guidelines, the position statement of the employer, Brimfield Township Board of Trustees, is hereby submitted.

1. **EMPLOYER:** Brimfield Township Board of Trustees
1333 Tallmadge Road
Kent Ohio 44240
(330) 678-0739

REPRESENTATIVE: John N. Barkan Jr.
J N Barkan & Associates
7575 Tyler Blvd., C-3
Mentor OH 44060-4885
(440) 946-1414

2. The bargaining unit consists of all full-time employees of the Brimfield Township Road Department, which is under the direction of the Department of Public Works. Excluded from this bargaining unit are the Director of Public Works, Brimfield Township, and all other employees within the Department of Public Works. Currently there are approximately (3) employees in this bargaining unit.

3. A copy of the current collective bargaining agreement will be provided at the hearing.

4. The parties commenced negotiations during November 2008 and other negotiation sessions took place since that time. To facilitate the negotiation process, the parties signed off an extension

agreement on December 1, 2008, which states the parties shall maintain the terms and conditions of employment under the old agreement, with all issues retroactive to January 1, 2009. The parties could not resolve the following outstanding issues, resulting in the need for a fact-finding hearing before this fact-finder. The hearing is set for April 7, 2009, and will address the following outstanding issues:

1. **Article 18-Personal Days**
2. **Article 19-Sick Leave**
3. **Article 25-Longevity**
4. **Article 29-Bargaining Unit Work/Assignments**
5. **Article 30-Health Insurance**
6. **Article 31-Wages**

1. **Article 18-Personal Days:** Under the current agreement, bargaining unit employees are unable to carryover any unused personal days, which number four (4) per year. With a decrease in the number of employees within this department, it is necessary to decrease the number of personal days allocated to employees, in order for the Township to maintain efficient service to the citizens of Brimfield Township. To offset the proposed reduction of one (1) personal day per year, the Employer is also proposing to allow each employee to carryover into the next year, one (1) unused personal day, to be taken in the carryover year. Other bargaining units within the Township have decreased the yearly total of personal days, and this unit should not be exempt. The Township's proposal is as follows:

Article 18 Personal Days

Section 1. Each full time bargaining unit employee shall receive three (3) personal days yearly. The personal days can be used in one-half (1/2) day increments.

Section 2. A request for use of a personal day must be submitted to the Director of Public Works at least forty-eight (48) hours prior to the intended day of use.

Section 3. The Director of Public Works will not arbitrarily deny the employee's request for a personal day, but will take into account the normal operational requirements of the Road Department before granting approval. Approval or denial shall be given to the employee within twenty-four (24) hours of the employee's request for a personal day.

Section 4. Employees may carry over into the next year, one (1) unused personal day, to be taken in the carry over year. If not used in the carryover year, said personal will be forfeited.

2. **Article 19-Sick Leave, (Section 7 only):** Recently, two (2) employees of this bargaining unit left the employment of the Township, both will large accumulated unused sick leave balances. The current agreement allowed for accumulated unused sick leave to be cashed out at

retirement, at the greater amount of one hundred twenty (120) days, or fifty percent (50%) of the accumulated balance. As a result of this language, there is no ceiling to the cashing out of sick leave. The remaining bargaining unit employees are no where near the accumulation totals of the former employees, and would not get close during the term of the successor agreement. Therefore, in order to prepare for any future payments under this article and section, the Township is proposing to establish a "cap" to the amount of the cash out at retirement. This cap is consistent with other agreements within the Township and allows the Township to maintain budgetary control on its finances. The proposed new language in this article and section is as follows:

Section 7. A Township employee retiring from active Township service after ten (10) or more years with the Township, may elect to be paid in cash for one-half (50%) of accumulated unused sick leave hours, but no more than a maximum of nine hundred sixty (960) hours. This payment will be based upon the employee's rate of pay at the time of retirement. Upon accepting such payment, all sick leave credit accrued up to that time will be eliminated. At no time may employees contemplating retirement extend the effective date of their retirement by using accrued sick leave.

3. Article 25-Longevity: The current longevity schedule benefits senior employees in an unbalanced manner than other employees receiving longevity pay. This unbalanced treatment was initiated early on in the life of the bargaining unit. Now with the recent retirement of the most senior employees, the Township feels the current longevity schedule can be adjusted in two ways. First, the time necessary to receive this payment, can be adjusted to allow all current bargaining unit employees to qualify for this payment. Under the old schedule only one (1) employee would receive longevity during the term of this successor agreement. By decreasing the time under the first step, all bargaining unit employee would receive longevity in each year of the agreement. To balance the additional employees entering into the longevity schedule, the Township is proposing to decrease the top rate amount for longevity. Since no employee is near the top step, now or during the term of this agreement or another successor agreement, there is no negative impact on bargaining unit employees and provides better budgetary control to the Township. Therefore, the new longevity schedule proposed by the Township is as follows:

**Article 25
Longevity**

Section 1. All full-time employees shall be entitled to longevity payments based upon years of total township service. The following is an annual schedule of those payments. The applicable sum will be divided by the number of pay periods within the year and shall be in the employee's regular paycheck.

<u>Years</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
4 to 10 years	\$ 900.00	\$ 900.00	\$ 900.00
11 to 16 years	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00
16 to 21 years	\$ 1,550.00	\$ 1,550.00	\$ 1,550.00
21+ years	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00

4. Article 25-Bargaining unit work/Assignments: In 2008, the Township decided to streamline its non-safety forces operations and operate in a more efficient manner. Previously the Township had a Road Department; a Park and Recreation Department; and, a Cemetery operation. Each one operated on its own, and unfortunately, without any organizational leadership. This was not a major problem in the Parks or Cemetery, but was a big issue in the Road Department. On more than one occasion, the employees in the Road Department actually worked without any supervision. Numerous attempts to put some one "in charge" failed, since all employees were either in the bargaining unit, or were elected officials. With a leaderless department, it was no wonder the Road Department was operating without direction and planning.

The action taken by the Township was to place each of the three previously mentioned departments under one roof, the Department of Public Works. The Township solicited resumes; conducted in-depth interviews; and, in the fall of 2008, hired a Director of Public Works. The responsibilities of the Director included the review of all operations; suggested changes for a more efficient operation; and establishment of a five year plan, in order to prepare a budgetary forecast for the future. In the past, there was never a budget established for each department, and funds were siphoned off from the Township's general fund, with no rhyme or reason. With such a leaderless operation, the union fought the Township on many occasions over what is/was bargaining unit work and who should/who shouldn't perform such work. With limited manpower at hand, and restrictions placed on the management of the Township, it is no wonder the road department was dysfunctional.

The Township and the Director of Public Works, recognizes the role of the union, but the union needs to recognize that the Director should be able to lend a hand and pitch in when the need arises, and would do so without impacting the terms and conditions of the bargaining unit employees. It was never and will never be the Township's position to use the Director to deplete the bargaining unit; take work away from the bargaining unit; and prohibit employees from working overtime. A willingness to cooperate and work together is needed, ever more so now, under the economic stress taking its toll on all facets of public sector employment.

During these negotiations, the parties have discussed this article and have made some changes, but the balance of the article needs to be finalized with the Township's proposal. As changed by the parties, the following is the Township's proposal for this article.

Article 29
Bargaining Unit Work/Assignments

Section 1. Any employee, who is temporarily assigned to a job classification with a rate of pay lower than the rate of pay he is regularly paid, shall receive his regular rate of pay for all time worked in such position.

Section 2. The Director of Public Works may perform job duties that fall within the job descriptions or are usually assigned to bargaining unit employees. The Director of Public Works may perform emergency snow and ice control, provided all full time hourly bargaining unit members have been called out for these duties, and are either working on said call out, or have not responded to said call out. The Employer agrees that the Director of Public Works shall not perform bargaining unit work for the purpose of avoiding overtime for

bargaining unit members.

Section 3. The employer may contract out or subcontract work which requires special equipment or a degree of specialization not present in the bargaining unit, or is of such a nature that the performance by bargaining unit members is not reasonably possible. Equipment and qualifications currently in use will be maintained and replaced as needed, at the discretion of the Director of Public Works and the Board of Trustees. The employer will not be required to rent "Heavy Equipment" to perform any jobs.

Such contracting out or subcontracting shall not be done for the purpose of reducing the employee work week, hourly rates of pay, or to erode job classification. The employer agrees to notify the Union prior to the use of this Article. Disputes arising from this Article will be subject to the grievance procedure, but shall not halt the work scheduled.

Section 4. Generally all bargaining unit employees within the Road Department shall exclusively and primarily perform job tasks that have been traditionally performed primarily by the Road Department and are directly related to the Township roadways and right-of-ways of those roads, unless otherwise addressed elsewhere in this Agreement. Primary work shall focus upon road repair and maintenance, snow and ice removal/control, surface water management directly related to the integrity of roadways, mowing and trimming of roadway vegetation, non-certified and minor machinery repair and maintenance of Road Department equipment and/or vehicles, sign installation, repair, maintenance and creation, minor facility repairs and maintenance, mowing and maintenance of township parks, and other related tasks as may be assigned by the Director of Public Works.

The Cemetery Sexton may deem, from time to time that extra help is needed in the township cemeteries such as mowing, trimming and general maintenance. If the cemetery sexton so deems extra help is needed, he will contact the Director of Public Works who shall then review such request and determine the number of bargaining unit employees needed.

The Director of Public Works shall determine the number of employees at all openings or closings of graves and related tasks. Said employees may include the cemetery sexton and if the cemetery sexton is not unavailable for a grave opening or closing, then at least two bargaining unit employees will be required at all grave openings and closings.

Section 5. Generally, the exclusive and primary work of all full time bargaining unit Road Department employees includes:

- A. Performing semi skilled labor related to road work that may include manipulative devices such as hand and/or power tools; physical exertion; working in adverse weather conditions.

- B. Operation of larger Road Department equipment such as a back hoe, grader or loader;**
- C. Operation of Road Department vehicles requiring appropriate CDL license and endorsements. All full time bargaining unit employees shall maintain valid, current and appropriate CDL license and endorsements in order to operate all Township Road Department vehicles;**
- D. Performing specific tasks including, but not limited to:**
- 1. install, create and/or repair guardrails, road signs, catch basins, culverts (culvert work, ditch enclosing and related installations that are to be done in the Township right-of-ways at the property owners' expense shall not be deemed "bargaining unit work per se, but if the Township agrees to perform the work it will use bargaining unit employees exclusively");**
 - 2. mowing and controlling roadway vegetation;**
 - 3. patching and repairing roadway surfaces;**
 - 4. perform certain "chip and seal" applications that have been traditionally done as Township "in-house" projects (not specialized 405/409 overlay projects requiring specialized equipment and expertise);**
 - 5. unless outside vendor(s) are deemed necessary by the Employer, perform minimal non-certified repair and maintenance to Township vehicles within the Township Police Department and Administrations/Zoning Departments (pick up and/or delivery of such vehicles to/from outside vendor (s) shall not be deemed exclusive "bargaining unit work");**
 - 6. perform traffic control, road closings and barricading associated with regular and customary road work (certain emergency situations involving Police Department and/or Fire Department personnel may also involve traffic control, road closing, etc. that are not exclusively "bargaining unit work"); however if additional township assistance is deemed necessary as determined by emergency personnel, bargaining unit employees will be called out to assist in seniority order ahead of all other township employees.**
 - 7. The Director of Public Works reserves the management right to assign reasonable work to bargaining unit members that are reasonably commensurate with their training and experience in addition to work/tasks outlined above.**

Section 6. Part time bargaining unit employees may be utilized as follows. All part time employees shall be included in the bargaining unit and shall pay dues/fees as required by the Teamsters Local #24 and shall earn wages as outlined in this agreement.

- A. No more than two (2) part time bargaining unit employees shall be utilized on a calendar day. Each part time bargaining unit employee shall be limited to no more than thirty-two (32) hours of work per week, for an aggregate total of no more than sixty-four (64) hours of work per week. Part time bargaining unit employees will receive no fringe benefits of any kind under this collective bargaining agreement.
- B. Part time bargaining unit employees (as outlined in paragraph A above) may be scheduled by the Director of Public Works during the regular work hours, on or about May 1st through September 30th of any calendar year.
- C. No part time employees will be permitted to work while full time bargaining unit employees are on lay off status.
- D. Part time bargaining unit employees shall gain seniority rights under this agreement; if they are hired by the Township as a full time bargaining unit employee within the Township Road Department, and all part time hours worked will apply towards the employees new hire probationary period.
- E. The Township shall not utilize any other part time employee to perform bargaining unit work.
- F. Part time bargaining unit employees shall be limited to the Laborer's position only.
- G. Part time employees will be used for snow removal when all full time bargaining unit employees are working or are unavailable to perform such duties, (i.e., decline work assignments; have worked in excess of normal safety regulations, etc.).

5. **Article 30-Health Insurance:** It is common knowledge that health insurance is a huge expense to the Employer. This is not a localized issue; it is a national issue facing all employers, in both the public sector and the private sector. There are many ways to control the costs, while continuing to offer this benefit to employees. One way is to form a Joint Health Committee that will review; analyze; and make recommendations on the health insurance offered by the Township to its employees. The Township has such a committee in place and would, by this proposal, include this union into the process.

Another way to offer coverage, without decreasing the benefit within the plan, is to require employees to participate in the cost of the plan. Current monthly costs to the Township for health insurance is: \$987.14-Family Coverage; \$651.76-Employee/Spouse Coverage; \$612.21-Employee/Dependant Coverage; and, \$316.39-Single Coverage. In the Township's proposal, employees in this bargaining unit, (as others currently do within the Township) would contribute, by payroll deduction, an amount corresponding to the plan participation. This payroll contribution would be bi-weekly and would be fixed for the term of this agreement.

Finally, this unit has received a benefit that no one else in the Township has received. The Township attempted to do away with the benefit, but had to wait until the expiration of this collective bargaining agreement. The benefit, which has cost the Township up to \$2,500.00 per year for each bargaining unit employee, is the Township's reimbursement to the employee, of the employee's deductibles and co-pays as outlined within the health insurance. No other Township employee receives this and the Township passed a resolution years ago halting this practice. This unit is the last one to have this benefit and it is the position of the Township to include the ending of this reimbursement in the Township's proposal. The health insurance article is as follows:

Article 30 Health Insurance

Section 1 – Medical Coverage: The Employer shall continue to provide full-time bargaining unit employees, and their eligible dependents, with the existing major-medical, dental and vision insurance coverage through Summa Insurance or equal to or better than except as modified by Exhibit A. Effective the first pay period in January 2009, and for the duration of this agreement, bargaining unit employees, covered under the Employer's health insurance plan, as define herein, shall pay a bi-weekly employee health insurance contribution according to the following schedule:

Family plan:	\$50.00/bi-weekly pay
EE/Spouse:	\$45.00/bi-weekly pay
EE/Dependant:	\$30.00/bi-weekly pay
Single:	\$20.00/bi-weekly pay

Health insurance coverage shall commence in accordance with the health insurance carrier's enrollment guidelines. From the effective date of this Agreement through the duration of this Agreement, all employees covered by this Plan and provided with health care coverage shall pay the \$10.00 co-pay for office visits and \$75.00 co-pay for Emergency room visits.

Section 2 – Prescription Drug Plan: The Employer will continue to provide a prescription drug plan to all full-time bargaining unit employees and their eligible dependents with coverage limitations as set forth in the health insurance plan. Eligibility of dependents will be determined on the same basis as under the medical insurance plan provided pursuant to this article.

Section 3 - Life Insurance for Employees: At no cost to the employee, the Employer, Brimfield Township shall provide and maintain in force by the payment of necessary premiums, \$25,000 in life insurance with double indemnity for accidental

death and a \$5,000 accidental dismemberment benefit for all bargaining unit members, for the duration of this Agreement.

Section 4 – Obligation and Eligibility of Dependents: The Employer shall have no obligation to provide insurance coverage for dependents in cases where the employee who desires such coverage fails to make a written application for same to the Fiscal Officer or to provide information reasonably requested by the Fiscal Officer to establish the eligibility of dependents.

Section 5 – Employers Right to Change Provider: The Employer has the right to self-insure or change carriers as it deems appropriate, providing the effected coverage remains comparable.

Section 6 - Joint Healthcare Committee: The Employer will maintain a Joint Healthcare Committee, Per Township Resolution, composed of management representatives and not less than one representative from each bargaining unit within the Township. The Committee will meet periodically to review medical insurance plans and costs; to explore group health insurance plan alternatives; changes in coverage; and cost containment measures. The Committee will only have authority to make recommendations. Should the Committee make recommendations regarding a healthcare issue that require negotiation between the Township and the Union, both parties will give due regard to the recommendations of the Committee when negotiating the issue.

Section 7 – No reimbursement of out-of-pocket payments or deductibles: Effective January 1, 2009, the Employer will not be responsible for an employee's out-of-pocket payments or deductibles as determined by the health insurance plan in place during the term of this agreement. This section does not cover the bi-weekly employee health insurance contribution, which shall be the employee's requirement to receive Township provided health insurance.

Section 8- Decline of Health Insurance: Effective January 1, 2009, an employee may decline Township provided health insurance and receive a monthly stipend in lieu of said health insurance. Said stipend shall be paid in accordance with Township Personnel Policy Manual Section 7.1.2: Health Insurance Stipend and Waiver.

6. **Article 31-Wages:** When the parties commenced negotiations for the successor agreement, the time was November 2008. There was growing concern that the economy was in a state of turmoil; revenues were decreasing; and expenses were growing. The Township is funded by taxes and levy funds, none of which are earmarked or directed to the Road Department. There is some revenue generated from the gasoline tax, but the impact of that money, doesn't even cover the cost of nominal road repair. Therefore, the funds necessary to support the Road Department have been coming out of the Township's General Fund sources. In preparation for the reorganization of and creation of the Department of Public Works, the Township Trustees were exploring the thought of a Road Department levy. This levy was either to be an operating levy or a specific road maintenance levy. In either case, the impact of the Township's general fund would be reduced and fiscal flexibility could be undertaken.

But fiscal concerns in November 2008 became fiscal reality in 2009. The economic problems became greater; revenues not only flattened out; some even decreased, all while expenses continued to grow. Like many other communities, Brimfield suffered defeats at the polls, when a fire department levy was defeated, causing that department to make cuts in order to balance its 2009 budget. With that issue defeated, as well as others within the Township/County/State levels, the Township could not place the aforementioned levy on the ballot with any thought of it passing. But some financial relief was received when two long time road department employees retired. One may think that along with these retirements came an influx of money not being used. This was far from the truth. What really took place was with these retirements, the Township was able to avoid layoffs in the Road Department for 2009 and hopefully longer.

The goal of the Township is to be able to offer wage increases, while controlling expenditures in a manner that allows for continued employment of current employees; and establish a fiscal game plan that will be used to navigate through the turbulence now and in the future. As a complete wage package is being offered, it must be understood that normal negotiations today in many sections of the area and state, consist of decreasing benefits; no wage increases; and needed job reduction as a last step. Brimfield Township has been fiscally prudent in the past, and wishes to continue that course in the future. This can only be accomplished with the cooperation of the union; its members; and the employer. With the Township's following wage proposal, the Township feels it can accomplish all of its goals, even when surrounded with negative signs everywhere. The Township's wage proposal is as follows:

Article 31
Wages

Section 1. Effective January 1, 2009, bargaining unit employees will be paid according to the following hourly wage schedule:

	<u>2009</u>	<u>2010</u>	<u>2011</u>
<u>Crew Leader</u>	\$21.62	\$22.22	\$22.90
<u>Operator</u>			
6 months	\$20.12	\$20.72	\$21.40
3 months	\$18.10	\$18.65	\$19.25
Start	\$16.09	\$16.57	\$17.11
<u>Driver</u>			
6 months	\$18.39	\$18.94	\$19.56
3 months	\$16.55	\$17.05	\$17.60
Start	\$14.71	\$15.16	\$15.65
<u>Laborer</u>			
6 months	\$16.55	\$17.05	\$17.60
3 months	\$14.90	\$15.35	\$15.84
Start	\$13.24	\$13.64	\$14.09
<u>Part-time</u>	\$13.24	\$13.64	\$14.09

The Township's fiscal direction is to maintain current employee's jobs; provide reasonable increases at this time; and, to work together in a collaborative manner to preserve the benefits employees enjoy, without creating long-term fiscal problems. This is not an easy task, but with the understanding of the bargaining unit employees and Teamsters Local #24, the Township believes this can be achieved.

Sincerely,

/s/ John N. Barkan, Jr.

John N. Barkan Jr.

Labor Relations Consultant for Brimfield Township

Cc David Richards, Secretary/ Treasurer Teamsters Local #24
Michael Winner, Director of Public Works, Brimfield Township

PROOF OF SERVICE

I certify that an exact copy of the foregoing "Employer's Fact Finding Pre-Hearing Statement" has been sent via electronic mail to: David Richards, Secretary/Treasurer Teamsters Local #24, email address of Proud2BaTeamster@aol.com and teamsterslocal24@sbcglobal.net; and Robert G. Stein, Fact Finder, email address of rgstein@en.com, this 2nd (day) of April (month), 2009.

/s/ John N. Barkan, Jr

John N. Barkan, Jr.
Labor Relations Consultant for,
Brimfield Township