

**IN THE MATTER OF FACT FINDING**

**BETWEEN**

**BOARD OF CUYAHOGA COUNTY COMMISSIONERS**

**AND**

**SERVICE EMPLOYEES INTERNATIONAL UNION, DISTRICT 1199**

**SERB CASE # 08-MED-11-1318**

**ADVOCATE FOR THE UNION:**

**Al Bacon, Sr. Vice President  
Marquis Frost, Organizer  
SEIU DISTRICT 1199  
1771 East 30<sup>th</sup> Street  
Cleveland OH 44114**

**ADVOCATE FOR THE EMPLOYER:**

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## INTRODUCTION

The issues in dispute brought before the fact-finder involve **Hours of Work and Overtime** (Article 12), **Bargaining Unit Work** (Article 30, Section 1), **Insurance** (Article 31), **Wages** (Article 32), **Duration** (Article 38), **Appendices**. The bargaining unit is represented by SEIU District 1199, and consists of approximately one hundred and sixty-five (165) employees, in sixteen (16) classifications, including Custodial Workers, Maintenance Repairmen, Auto Mechanic I, and 2, Information Clerks, Groundskeeper 1, Stores Clerk, Equipment Operator, Mail Clerks/Messengers, Facilities Parking Attendant, Communication Specialist, Truck Drivers, Window Cleaner, Wall Washer, Photo I.D. Technician, and Radio Dispatcher. The bargaining unit employees are part of the Division of Central Services of the Cuyahoga County Board of Commissioners (hereinafter referred to as "BOCC" or "Employer"). The parties reached impasse in negotiations for a successor agreement. The previous agreement expired on December 31, 2008. However, the parties extended the Agreement in connection with the instant impasse.

Following approximately ten (10) months of negotiations, the parties agreed to submit their impasse to fact-finding as outlined in O.R.C. 4117. A mediation/fact-finding hearing was held on September 17, 2009. The fact-finder, who in the past has frequently served as a neutral fact-finder, conciliator, and arbitrator in Cuyahoga County, is familiar with the County's current financial situation and the wages and benefits provided too many of its

bargaining units. This prior experience provided the fact-finder with the ability to more readily understand the background of the issues in dispute during attempted mediation. The demeanor and conduct of the advocates from both bargaining teams exemplify the responsibility with which the parties view their roles.

## **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 DETERMINATIONS (Recommendations)**

While there appear to be growing signs of gradual recovery in some sectors of the national economy, currently lead by a relatively optimistic stock market, which some argue is a leading indicator; Ohio's prospects for recovery remain, in the main, unclear. The troubled domestic auto industry and its multitude of suppliers, many of whom have plants in Ohio, have yet to show signs of recovery. Job losses in Ohio number in the tens of thousands and underscore the existing structural problems of unemployment in areas such as manufacturing and construction. A recovery in Ohio is likely take a very different path given what appears to be the permanent loss of high paying hourly jobs in the auto and auto supply sectors. The state of Ohio continues to struggle to find ways to fund the many obligations it shoulders such as Medicaid costs, education, job growth, and a myriad of other pressing economic demands. The Governor may yet be required to ask Ohio citizens to make greater sacrifices in order for Ohio to meet its basic obligations. State employees and many public employees in and outside of Ohio are already making financial sacrifices in the form of furlough days and layoffs. Unlike many other states, in Ohio there has historically been a lag time between news of the end of a recession and recovery from it. At the same time a majority of the economists in America are agreeing the recession is over, the unemployment rate continues to rise, and housing foreclosures persist at very high levels.

However, it is improper to generalize when it comes to the economy in a localized area. Each public entity in Ohio is unique in its leadership, constituency, and in its economic circumstances. Cuyahoga County needs to be considered within the context of its own distinctive state of affairs and economic circumstances. For example, it is not reasonable to compare employees who perform similar work for a like agency in Franklin County with those in Cuyahoga County. Both parties submitted numerous exhibits and presented testimony and arguments in support of their positions on the issues previously identified. After carefully considering the facts and evidence and applying all the statutory criteria stated above, the following recommendations are made:

### **Issues**

**Hours of Work and Overtime:** Article 12, Section 1; The Employer is proposing language that would allow it to invoke cost saving days (AKA furlough days). The purpose of its proposal, according to the Employer, is to provide financial relief to the County and avoid significant layoffs. The Employer argues that at present it has negotiated similar language with several of its unions, and has avoided the need to layoff a large number of employees. The Union understands the need for the Employer to take decisive measures to respond to sharp revenue declines by reducing cost, but argues it should be able to discuss cost savings measures, and said actions should be part of a side

letter of agreement and not contained in the Collective Bargaining Agreement. Sections 4, 6 and new Section 12; The Union seeks changes that would allow bargaining unit employees to choose compensatory time or cash for any overtime worked. It is also proposing that its current ½ hour paid lunch be expanded to a one (1) hour paid lunch, the same benefit that exists in the Collective Bargaining Agreement with AFSCME, Local 1746. The Union argues its proposal to expand the lunch period is a matter of fairness and access to lunch facilities. As an example, the Union pointed out that employees in the Justice Center have a difficult time leaving the facility to obtain their lunch due to what they believe are overly restrictive supervisory control measures on the number of employees allowed to leave the building. In new section 12 the Union is also proposing a five (5) minute grace period at the beginning of an employee's scheduled shift. The Union argues that such a grace period would account for inaccuracies that exist in the time clocks. The Employer is opposed to all of these changes citing additional costs in a time of serious economic difficulties for the County, past practice of staying on premises for lunch hours, and the need to maintain order and discipline in the administration of the lunch policy. The Employer also argues that adding a five (5) minute grace period would encourage employees to be perpetually late for work and would in effect shorten the day to 7 hours and 55 minutes. Based upon the evidence and testimony, the Union makes a compelling argument for reasonableness in administrating lunch in buildings that are not readily accessible to eating

facilities. However, a half hour is not a great deal of time, and the Employer makes an equally convincing argument regarding the need to manage this short period of time for each employee. Moreover, the undeniable economic uncertainties faced by the County and the need to do more work with potentially less staff, do not support an expansion of the lunch period at this time. The fact finder understands the sharp contrast in lunch break benefits that exists between AFSCME Local 1746 bargaining unit members who work with SEIU members, but timing in collective bargaining is critical and this is not an appropriate time to add two and one-half hours of paid lunch time per week to each employee's work schedule. Additionally, what is not in evidence is whether AFSCME bargained away any benefits or accepted less in the past in exchange for obtaining and maintaining this benefit. While there was testimony regarding the inaccuracies of time clocks, there was no persuasive evidence that there is a serious problem with the accuracies of all time clocks. For example, there was no evidence of grievances being filed. Additionally, the inclusion of a five (5) minute grace period would not fix the problem of poorly synchronized time clocks and would, as the Employer points out, lead to a new starting time of five minutes past the hour. In light of other internal comparables (See Employer Ex. 2, 3, 4, 5, Union Ex. 4) and fiscal restraints that are attention getting, there is no convincing evidence of a need to change the current language regarding compensatory time. The evidence and testimony presented by the Employer paint a very difficult, but hopefully, short term case

for a need to directly seek cost savings in order to address a serious shortfall of revenue due to a struggling economy in northeast Ohio. The Employer's position regarding furlough days, while painful to all employees, represents, in the short run, a "heavy foot on the brake" that is supported by the evidence. It represents a necessary evil for late 2009 and during the first half of 2010. While not solving the root cause of the problem it is a pragmatic mechanism to deal with the immediate economic shortfall in revenue. It also represents a tool commonly being utilized by many public sector entities in Ohio and in other states. Cost saving days represent shared sacrifice that if done properly has been accepted by employees who understand the ravages of being laid off. For example, during the past year furlough days, coupled with multiple years of no wages increases and the freezing of step movements, have been negotiated and implemented with all the unions representing state employees in Ohio for all contracts beginning in 2009. However, real signs of recovery should not be dismissed as 2010 unfolds, supporting the Union's involvement in plans to add additional furlough days beyond mid-2010. It is important to be inclusive during times of mutual struggle and the Union makes a strong argument for being involved in planning for a future that may include additional sacrifice.

**Bargaining Unit Work:** The parties have reached tentative agreement on sections 2 and 3 of Article 30, with the Union taking to fact finding a proposal to add language to section 1 that would maintain at current levels all full-time

equivalent staff and would require the use of bargaining unit employees prior to the use of subcontracted, retired, seasonal, occasional, and intermittent personnel. The Employer argues that during these uncertain economic times it needs to maintain the flexible authority to address the critical economic crisis it is experiencing. The Employer also points out that section 3 of Article 30 contradicts the proposal of the Union regarding modifications to section 1. The need to protect bargaining unit work is understandable from the Union's perspective. However, in reviewing the proposed language and the facts and arguments presented, it appears that the Union's proposed language does to some extent conflict with the agreed upon language of section 3. At the very least, the proposed language creates confusion regarding the intent of Article 30. The fact-finder also finds that sections 1, 2, and 3 currently contain specific language providing protection against loss of hours and layoffs when the Employer contracts out work. In order to avoid recommending language that invites conflicting interpretations, the parties should revisit any needed changes in this Article in future negotiations.

**Insurance:** The Employer argues that its proposal is fair, offers an excellent insurance package and is consistent with the plans offered to every other bargaining unit employee employed by the Board of Cuyahoga County Commissioners. In addition, other bargaining units at the Department of Central Services and in the County have agreed to the same insurance plan. The Employer proposes to effectuate its proposal upon ratification. The Union,

while recognizing the practicality and cost effectiveness of having a common set of plans, wishes to have its bargaining unit members initially pay less premium costs than other bargaining units' members. Additionally, the Union persuasively argues that changes should take place in January of 2010 and 2011, as has been the case with other County bargaining units in past years. The evidence and testimony in this matter support consistency in the administration of this benefit. It is clear that the Employer is attempting to maintain a pattern among its numerous bargaining units. This approach is both reasonable and consistent with the principals of patterned bargaining with an employer who negotiates with multiple bargaining units. It is also the most cost effective approach to this essential benefit. Recognizing that health care is arguably the most fundamental benefit for employees, there is logic in establishing common benefits and the same contribution levels for all employees who have the same insurance coverage. It is also clear that the staggered nature of negotiations, with bargaining units who have varied contract ending dates, results in some employees paying more or less for the same benefit during given time periods. Such is the nature of collective bargaining with an employer who has multiple bargaining units. I understand that the health care costs for the Employer continues to rise, in spite of a deflationary year, and there is common sense in encouraging employees to move away from the highest cost providers. While the Employer proposes to implement its health care plan following ratification, it is clear that there remains a little over two (2) months in 2009. In addition, given

the sacrifices made by the bargaining unit in terms of wage increases, it is reasonable and historically consistent to implement changes in health care beginning in January of a contract year.

**Wages and Duration:** The Union is proposing a two percent (2%) increase in the annual base wage effective January 1<sup>st</sup> of each year of the Collective Bargaining Agreement, 2009, 2010, and 2011. The Union argues that it is seeking parity with other bargaining units who in past negotiations have received two percent (2%) increases. The Employer is seeking a wage freeze for 2009, with the allowance of step movement for 2009, and a wage and step movement freeze for 2010. The Employer is also seeking re-opener negotiations for wages and for the continuation of the salary step process in year three of the Collective Bargaining Agreement.

The Employer's budget personnel who testified in the hearing provided substantial evidence that Cuyahoga County is experiencing a serious revenue shortage, while attempting to meet rising costs. This is the type of problem that According to the Employer, real estate fees are down, investments are down approximately 20% from 2008 levels, and other investments are below previous levels. The stark reality of the situation is that revenue to the County in the form of such things as sales tax and fees are down significantly from 2008 (see Employer Ex. 8), with uncertainty as to whether things have "bottomed out" in terms of revenue. It appears the harsh reality of the economy is being fully realized as 2010 approaches. Coupled with unemployment at historic levels, the

facts demonstrate that the County needs to act with dispatch to "right the ship." In 2008 the cost of living decreased, which for the moment relieves some pressure for employees and employers alike. I understand the Union's parity argument, yet as previously stated, collective bargaining has a great deal to do with timing. When other bargaining units negotiated in 2008 for example, the Employer, and most employers were attempting to simply understand the daily bad economic news coming their way, and few if any could have predicted the collapse of marquee American institutions such as Merrill Lynch and General Motors. Beginning with the summer of 2008 changes in the economy started to surface as a severe recession of unprecedented proportions (at least during the lifetime of most people) began to take hold. It rapidly accelerated by late fall of 2008 and winter of 2009, with serious problems surfacing becoming manifest on multiple economic fronts. Now that the recession has deepened significantly, employers and employees alike are beginning to understand its implications and are looking for ways to survive on less income. From the data, it appears that 2010 portends to be a very difficult year, but hopefully it will also represent a transitional year, where we all see light at the end of the tunnel. This report contains recommendations that call for sacrifice and patience, and if there ever was a time when parties to a collective bargaining agreement needed to work together to weather the storm we find ourselves in it is now.

After carefully considering the facts and evidence presented in this case the following determinations are made:

## Determination:

### Article 12 Hours of Work and Overtime

SECTION 1 The standard workweek for all employees covered by this agreement shall be forty (40) hours. **See New Appendix D SIDE LETTER OF AGREEMENT.**

SECTION 2 When an employee is required by the Employer to work more than forty (40) hours in his scheduled work week, he shall be compensated for such time over forty (40) hours at one and one-half (1-1/2) times-his regular rate of pay.

SECTION 3 Employees shall be scheduled as needed to meet the operational needs of the Employer.

SECTION 4 The Employer shall have the option to offer compensatory time off in lieu of cash, for approved overtime hours worked. Compensatory time shall be at time and one-half (1-1/2) and will be taken at a time mutually agreeable to the Employer. An employee desiring to use compensatory time must submit a request for leave form to the Employer at least seventy-two (72) hours in advance, except in emergency situations. However, compensatory time must be used within one hundred eighty (180) days from the date it was earned. Further, compensatory time shall be issued in accordance with federal law.

SECTION 5 For the purpose of computing overtime, holidays and vacation shall be counted as hours worked.

SECTION 6 All employees shall have their shifts at eight (8) hours with a one half (1/2) hour paid lunch. The Employer shall have the right to require the employees to stay on the premises during their lunch period. An employee's request to leave the premises may be approved based upon security/operational standards as determined by the Employer. **The establishment and enforcement of said standards shall not be done in an arbitrary or capricious manner.**

SECTION 7 All mandatory overtime, which is not part of the regular

work shift, may be taken at the employee's option as compensatory time.

SECTION 8 There shall be no split shifts assigned.

SECTION 9 There shall be no change in shift assignment or change in shift hours without fourteen (14) days notice to the Union and affected employee.

SECTION 10 When County buildings are officially closed due to weather related reasons, Central Service employees who are required to report to work shall be given eight (8) hours compensatory time in addition to their regular hourly rate and shall be entitled to a forty-five minute grace period.

SECTION 11 When a Level 3 emergency has been declared, employees whose address of record is in the affected County, or requires the employee to cross into a County so affected in order to report to work, shall not be required to report to work and shall be compensated for the day.

**NEW: APPENDIX D      SIDE LETTER OF AGREEMENT**

**A. Cost saving days are unpaid days that may reduce the workweek. The Employer may implement three (3) cost saving days in 2009 and shall have the initial right to implement up to five (5) cost savings days in 2010.**

**In addition, the Employer may implement up to five (5) more cost savings days (or partial days) in 2010 (above the total for 2010 identified in Section A, above), as long as it provides the Union with a minimum of fourteen (14) calendar days notice prior to the day of proposed implementation, including written rationale for the need for such days. Prior to implementation of cost savings days, the Union shall also have the right to negotiate over the additional proposed cost savings day sought by the Employer in 2010. The Union shall be afforded the opportunity to present cost saving options, including the alternative of layoffs in lieu of cost savings days. In case of an impasse, the Employer and the Union may invoke mediation as a mechanism to reach settlement. However, if the impasse remains following mediation, the Employer retains the right to implement up to five additional five (5) cost savings days for the remainder of 2010.**

**The Employer may not impose additional cost savings days for 2011, without prior agreement with the Union.**

This letter of agreement shall no longer have any force or effect following the expiration of the Agreement on December 31, 2011.

<b>Issue 2 Article 30 Bargaining Unit Work</b>
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**Determination:**

**Article 30**

Maintain current language in section 1, sections 2, and 3 are as tentatively agreed upon.

<b>Issue 3 Article 31 Insurance</b>
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**Determination:**

**Article 31 Insurance**

Current language shall be maintained through December 31, 2009.

Effective January 1, 2010 the following insurance provision shall be effective:

**Section 1.** An eligible employee is defined as a full time employee covered by this Agreement. The Flex Count Plan (“the plan”) is defined as the section 125 or cafeteria plan, which is provided by the Employer for health insurance benefits for County employees. The Employer shall be responsible for enrolling all eligible employees in the plan once during each plan year at its annual open enrollment period. The plan year commences on January 1, and ends on December 31 of the calendar year, but is subject to change.

**Section 2.** Effective January 1, 2010, bi-weekly employee contributions for medical and prescription drug benefits shall be determined as follows:

**a) Highest Cost Provider**

Effective January 1, 2010, the Employer shall contribute ninety-two and one-half percent (92.5%) of plan costs and employees shall contribute seven and one-half percent (7.5%) for plans offered through the highest cost provider with no biweekly cap. Effective January 1, 2011, the Employer shall contribute ninety percent (90%) of plan costs and employees shall contribute ten percent (10%) for plans offered through the highest cost provider with no biweekly cap.

**b) Other Providers (Non-HSA)**

Effective January 1, 2010, the Employer shall contribute ninety-two and one-half percent (92.5%) of plan costs and employees shall contribute seven and one-half percent (7.5%) of plan costs to be capped at biweekly contribution rates of \$30.00 for single coverage and \$45.00 for family coverage. Effective January 1, 2011, the Employer shall contribute ninety-two and one-half percent (92.5%) of plan costs and employees shall contribute seven and one-half percent (7.5%) of plan costs to be capped at biweekly contribution rates of \$35.00 for single coverage and \$50.00 for family coverage. The Employer shall offer at least one single and one family plan (non-HSA) free of biweekly contributions to bargaining unit members for the duration of this Agreement. The selection of free plan(s) offered shall be at the discretion of the Employer and may be HMO or other plan types.

**c) Health Savings Accounts (HSA)**

The Employer may offer one or more HSA plans at the same cost as plans described in paragraph (b).

**Section 3.** The costs of the medical and prescription drug plans will be determined through an actuarially certified process that is verified through an outside party and that includes reserves necessary to sustain the plans. In successive plan years, the Employer may add to or delete plans/providers offered. Replacement of the Standard Benefit Plan shall not result in a reduction of benefit levels. However, employees may be offered additional plans with reduced benefit levels.

**Section 4.** Effective January 1, 2010, the Employer will contribute ninety two and one-half percent (92.5%) of the costs for the ancillary benefit plans (i.e., vision and dental) and the employees will contribute seven and one-half percent (7.5%) of the costs for the ancillary benefit plans. Effective January 1, 2011, the Employer will contribute ninety two and one-half percent (92.5%) of the costs for the ancillary benefit plans (i.e., vision and dental) and the employees will contribute seven and one-half percent (7.5%) of the costs for the ancillary benefit plans.

**Section 5.** The Employer shall be entitled to increase the cost containment features of the Standard Benefit Plan, only to the extent permissible in Arbitrator Robert G. Stein's decision dated March 17, 2003.

**Section 6.** Eligible employees may choose to opt out of health insurance coverage and select one of the opt-out options listed in sub-sections A, B or C below. For each option, the decision to opt out must be made during open enrollment and is irrevocable for the plan year unless the employee provides acceptable documentation of a qualifying event. Employees who are participating in a BOCC plan through a spouse who is also a BOCC plan participant shall not be eligible for an opt-out payment. If an Employee chooses to receive ancillary benefits, the cost of the opt-out payment will be proportionately reduced.

- A) An employee without eligible dependents may elect to opt out of health care coverage and receive a gross opt-out payment of fifty dollars (\$50.00) bi-weekly.
- B) If an employee with an eligible spouse provides documentation acceptable to the Employer that the spouse has alternative coverage available, the employee may elect to opt out of coverage for the spouse and receive an opt-out credit of fifty dollars (\$50.00) which shall be applied to the employee's bi-weekly contributions for single or family coverage for remaining eligible dependents.
- C) An employee with eligible dependents may elect to opt-out of coverage for the employee and all dependents and receive a gross opt-out payment of one hundred dollars (\$100.00) biweekly.

**Section 7.** The Employer may implement or discontinue incentives for employees to participate in Employer-sponsored wellness programs.

**Section 8.** The Employer may offer incentives to encourage use of low cost providers/plans (including HSA plans) which may be discontinued or modified by the Employer in future plans years with notification to the Union.

**Section 9.** A waiting period of no more than 120 calendar days may be required before new employees are eligible to receive health and/or other insurance benefits. During the waiting period, the Employer may require employees who desire coverage to purchase it through a third party vendor instead of participating in the BOCC plans that are offered to regular full-time employees. New employees shall be eligible to participate in the BOCC plans on the first date of the first month following completion of the waiting period.

**SECTION 10.** The Employer shall comply with the provisions of The Family and Medical Leave Act of 1993, which is effective August 5, 1993.

**SECTION 11** The Employer shall meet with a Union Committee comprised of the District 1199 Organizer and up to four bargaining union members to discuss and receive input on alternative health plans. The committee shall meet as necessary up to a quarterly basis.

<b>Issue 4, 5 Article 32, 38 Wages and Duration</b>
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## **Determination:**

### **Article 32**

#### **Wages**

**SECTION 1** The wage rate for all classifications covered under the terms of the Collective Bargaining Agreement is set forth in

Appendix B.

**2009 and 2010** The wage schedule shall be frozen effective January 1, 2009 for the first and second year of the Agreement. Step movements shall take place in 2009, but shall be frozen for 2010.

**2011** In the third year of the Agreement, each bargaining unit member shall receive a lump sum payment of \$250 dollars in the first full pay period following the ratification of the wage/step movement re-opener by both parties for 2011. Any additional compensation and the resumption of step movements in 2011 shall be subject to the re-opener negotiations as described below.

The parties shall open up negotiations no later than November 1, 2010 for the limited purposes of negotiating additional compensation for 2011 (above the \$250 lump sum) and to negotiate the resumption of step movements in 2011. In the event the parties are unable to reach an agreement on the re-opener by December 1, 2010, either party may invoke fact-finding and request the assistance of a fact-finder through a MAD or they may invoke fact finding and have a fact-finder selected through contact with the State Employment Relations Board. Fact finding will be conducted in accordance with Section 4117.14 of the Ohio Revised Code. Following the fact-finding process, if a dispute remains regarding the wage/step movement re-opener, the provisions of Article 5 of the collective bargaining agreement shall be inapplicable and the Union shall be free to engage in a strike pursuant to Section 4117.14 of the Ohio Revised Code.

If following the ratification of this Collective Bargaining Agreement, any bargaining units subsequently negotiate a wage increase or lump sum payment for 2010 or 2011 that is greater than that which is stated above, the bargaining unit shall receive the same or an equivalent level of compensation retroactive to the dates of those increases.

**SECTION 2** The County agrees to continue "pick up" of the employee retirement contributions to the Public Employee's Retirement System (PERS).

**SECTION 3** Pay warrants for second and third shift employees will be made available the day before the regular scheduled pay day.

**SECTION 4** Swing stage work, permanent stage work suspended by rope or cable and boatswain chair work shall pay the regular rate the employee is otherwise entitled to plus forty-three cents (\$.43) per hour in addition thereto.

**SECTION 5** Custodial workers who perform moving duties for three (3) or more consecutive hours shall receive a \$1.00 an hour pay

differential. Lunch time shall be paid at the custodial rate except when moving duties encompass the entire work day.

SECTION 6 Employees holding the classification of Custodial Worker, Facilities Parking Attendant, Mail clerk/Messenger, Radio Dispatcher, Photo. I.D. Technician and Communication Specialist shall be under the same wage structure.

New employees in these classifications shall be employed at the starting rate of the pay. An employee shall advance to the six (6) month rate beginning on the first day of the pay period within which the employee completes six (6) months of service. The employee shall advance again, effective on the first date of the pay period in which his twelve (12) month anniversary falls and again effective on the first date of the pay period in which his twenty-four (24) month anniversary falls. It is not the intent of the parties to establish a tiered wage system.

Employees who latterly transfer between these classifications shall maintain their current rate of pay and, if applicable, will advance to the next pay rate on their anniversary date established in their prior classification.

## **Article 38**

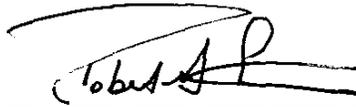
### **Duration**

The Agreement shall become effective from **January 1, 2009** upon approval of the Board of County Commissioners and the Local Union and shall remain in full force and effect until **December 31, 2011**, except as modified by the wage re-opener negotiations.

## TENTATIVE AGREEMENT

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

The Fact-finder respectfully submits the above recommendations to the parties this 26<sup>th</sup> day of October 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

