STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

In The Matter of Fact-Finding
Between

Service Employees International Union/District 1199

And

Wood County Health Department

Re: SERB # 09-MED-03-0286 FACT-FINDER: John Babel Jr.

Representatives

For Union

Michael J. Hunter
Hunter, Carnahan, Shoub & Byard
3360 Tremont Road, 2nd Floor
Columbus, Ohio 43221

For Wood County Health Department

Tom Grabarczyk
Labor Relations Management, inc.
6800 W. Central, Suite L-2
Toledo, OH 43617

INTRODUCTION

The fact-finder was contacted under the auspices of The Ohio State Employment Relations Board to assist in the negotiated procedures between The Services Employees International Union/District 1199 representing an estimated 48 members (union) and Wood County Health Department (employer).

The most recent Collective Bargaining Agreement was effective July 1, 2006 through June 30, 2009. Both sides agreed to extend the date for the Fact Finding report. The hearing was held on December 15, 2009 at the Wood County Health Administrative Office in Bowling Green, Ohio.

The fact-finder was very impressed with the skill and ability of those in attendance at the hearing and compliments them on their professionalism, and the high regard they have for Wood County Health Department.

In reporting the conclusion of this hearing the fact-finder has given full consideration to all reliable information relevant to the issues and to all criteria specified in 4117.14(4) (e) and Rule 4117-9-05(a) past collectively bargained agreement between the parties: (b) comparison of the unresolved issues relative to the employees in the bargaining unit with those issues related to other public and private employees doing comparable work, giving considerations to factors peculiar to the area and classification involved: (c) the interest and welfare of the public, the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustment on the normal standard of public service; (d) the lawful authority of the public employer: (se) stipulations of the parties: (f) such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of issues submitted to mutually agreed upon dispute settlement procedures in the public service or in private employment.

NEGOTIATION HISTORY

Both parties have worked diligently since April 2009 to reach an agreement but have come to an impasse on many issues, thus the need for a fact-finder. At the beginning of this session it was suggested by the fact-finder as to possible mediation of some issues but both parties agreed that all issues should be presented to fact-finder. The issues are:

Article 1
Article 5
Article 17, Section 5
Article 18, section 8
Article 21, sections 1,3,6, 7, 18
Article 23, Appendix A-2009
Article 26
Article 29
Article 30
Article 35

ISSUE 1, ARTICLE 1, SECTION 2

Union Position:

Current contract language

Employer Position:

Add to Article 1, Section 2 a statement:

This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless stated contrary herein, and together with any letters of understanding executed concurrently (or after) with this agreement constitutes the complete and entire agreement between parties.

Discussion:

During presentations by both parties the following statement will be added to Section 2 with the understanding that policies can not conflict with collective bargaining agreements.

RECOMMENDATION:

Article 1, Section 2 to read:

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees, that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement. Upon ratification, the provisions of this Agreement shall automatically modify or superseded conflicting rules, regulations, practices, and agreements pertaining to terms and conditions of employment.

ISSUE 2, ARTICLE 5

Union Position:

NEW: Section 5. The Employer shall withhold political action fund deductions, or any other voluntary contributions, from each pay received from those employees who have voluntarily and individually authorized such deductions by executing and submitting a written authorization form. All funds shall be remitted to the Union, in a check separate from dues, in the same manner as Union dues.

Employer Position:

Current contract language

Discussion:

The union submitted two collective bargaining agreements with similar deduction clauses, indicated that this is voluntary and for good cause that will assist all parties. The employer strongly rejects this proposal, that political action funds should not be part of a contract. These funds can and should be collected outside the collective bargaining agreement.

RECOMMENDATION:

Current contract language

Rationale:

The employer's argument was very strong plus only a very few contracts have this clause.

ISSUE 3, ARTICLE 17, SECTION 5

Union Position:

Delete:
except that the Employer has the right to override or negate one arbitration decision (excluding suspension or discharge decisions) during the term of this Agreement so that such decision is not binding.

And change:
All costs directly related to the service of the arbitrator shall be borne equally by the parties.

Employer Position:

Current contract language

Discussion:

The Union strongly feels this clause can seriously disrupt the grievance process. The employer's position is that the cost for an arbitrator should be borne by the losing party.

RECOMMENDATION:

Article 17, Section 5, last paragraph should read:

The decision of the arbitrator shall be binding to the parties in all issues including disciplinary actions resulting in suspension or discharge and matters which are the result of a layoff or recall.

All costs directly related to the service of the arbitrator shall be borne by the losing party.

Expense of any witnesses shall be borne, if any, by the party calling the witnesses. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording, or request a copy of any transcript.

ISSUE 4, ARTICLE 18, SECTION 8

Union Position:

Add the word "paid" in the first paragraph to read:

The Employer shall continue to provide adequate paid time off during working hours for employees who are required to maintain certification or licensure by regulatory agencies.

Employer Position:

Change section 8 to read:

The Employer shall continue to allow adequate leave time (compensatory time, personal days, or vacation) off during working hours for employees who are required to maintain certification or licensure by regulatory agencies. For any additional elective training, the employee may be required to use approved leave.

Immediate termination may result in cases where employees are precluded from performing duties in their respective classification as a result of loss or failure to obtain certification or registration licensure.

Discussion:

The employer position is that some employees are required to hold a license to perform their duties and it is the employee's responsibility to keep their licenses updated. The employer will provide adequate leave time to employees needed to update licenses. Employees who do not maintain their license maybe terminated. The union position is these are necessary and the employer should provide paid leave to allow employees to maintain their license.

RECOMMENDATION:

Section 8

The Employer shall continue to allow adequate paid leave time off during working hours for employees who are required to maintain certification or licensure by regulatory agencies. For any additional elective training, the employee may be required to use approved leave.

Immediate termination may result in cases where employees are precluded from performing duties in their respective classification as a result of loss or failure to obtain certification or registration licensure.

Rationale:
Licenses are required in some professional fields and are necessary in order for the employee to provide their professional services.

ISSUE 5, ARTICLE 21, section 1

Union Position:

Add the sentence so section 1 would read:

Schedules of full-time employees shall be determined by the Agency.

Full-time employees scheduled by the Agency to work other than Monday through Friday, shall be scheduled five consecutive days in a work week. Full-time employees scheduled other than Monday through Friday shall be compensated according to Article 21, Section 6 of this agreement.

For full-time employees, the normal work week shall be thirty-seven and one-half (37 ½) hours per week and normal work day shall be eight (8) hours per day, which shall include a half (1/2) hour unpaid lunch period scheduled by the Agency to meet the operational needs of the department, approximately mid-way through the employee's shift.

Employer Position:

Current contract language

Discussion:

The Wood County Health Department has to provide services seven days per week and at many irregular hours not at the control of the employer. Requiring the employer to pay overtime compensation would be a difficult financial concern, especially in these difficult economic times.

RECOMMENDATION:

Current contract language

Rationale:

The nature of the services provided, many of which, are not at the control of the employer makes current language necessary for financial stability.

ISSUE 6, ARTICLE 21, SECTION 3

Union Position:

Current contract language

Employer Position:

Change Section 3 to read:

For each three and one half (3 ½) hour period of work performed, employees shall be allowed one (1) fifteen (15) minute rest period, with pay, scheduled to meet the operational needs of the department, as approved by the Employer. Rest periods will not be permitted to be scheduled at the beginning or end of a three and one half (3 ½) hour work period to enable an employee to arrive late or leave early. Employees arriving later than two (2) hours of their scheduled starting time or leaving within two (2) hours of their scheduled ending time will not be allowed their respective morning and/or afternoon rest period. Employees who are eligible for two (2) rest periods in a work day may be permitted to utilize these breaks in combination with a scheduled lunch period.

Discussion:

This language was proposed to clarify rest periods to be consistent between various units within The Wood County Department.

RECOMMENDATION:

Article 21, Section 3 should read:

For each three and one half (3 ½) hour period of work performed, employees shall be allowed one (1) fifteen (15) minute rest period, with pay, scheduled to meet the operational needs of the department, as approved by the Employer. Rest periods will not be permitted to be scheduled at the beginning or end of a three and one half (3 ½) hour work period to enable an employee to arrive late or leave early. Employees arriving later than two (2) hours of their scheduled starting time or leaving within two (2) hours of their scheduled ending time will not be allowed their respective morning and/or afternoon rest period. Employees who are eligible for two (2) rest periods in a work day may be permitted to utilize these breaks in combination with a scheduled lunch period.

Rationale:

Seems to clarify how rest period are scheduled and to ensure fairness to all employees.

ISSUE 7, ARTICLE 21, SECTION 6

Union Position:

Schedules other than Monday through Friday anticipated to be regular in nature shall be mutually agreed upon between the employee affected and the employer.

Schedule changes of full-time employees to work other than Monday through Friday shall generally be offered to the employees who normally perform such work. Schedule changes may initially be declined, at which point the schedule change shall be offered by seniority to those employees qualified to do the work within the classification affected.

If not accepted as set out above, schedule changes shall be assigned in the inverse order of seniority to those employees qualified to do the work within the classification affected.

If schedule changes are the result of an assigned change, the affected employee(s) will be provided a two (2) week notice of schedule change, at which point the employee must work the assigned schedule. The employer shall not change or modify schedules within a workweek to avoid the payment of overtime.

Any work performed on Saturday or Sunday shall be paid at one and one-half (1 ½) the employee's rate of pay or one and one-half (1 ½) compensatory time, at the discretion of the employee. For the purposes of this section, work includes, but is not limited to, answering phone calls and/or emails as required by the employer on Saturday or Sunday.

Employer Position:

Current contract language

Discussion:

This is a difficult issue revolving around the employee position of adjusting employee schedule (flextime) to meet weekend duties. The union wants a Monday to Friday work week with additional assigned weekend duties compensated at overtime rate. The employer, due to the nature of Wood County Health Department demands, requires the adjustment of some employees to complete weekend duties. The present system in covering weekend duties is by seniority, reduce employee's work week hours to provide time to meet weekend obligations. To go to a five day week with overtime on weekends would be a financial burden to the employer. It was noted that most of these changes were known in advance.

RECOMMENDATION:

Current contract language

Rationale:

In that these very difficult economic times with the financial status of the employer in question until a levy is passed the prudent decision at this time is not to change the present status.

ISSUE 8, ARTICLE 21, SECTION 7

Union Position:

Current contract language

Employer Position:

Overtime is defined as those hours worked in excess of forty (40) hours per week. Time in the active pay status, excluding sick leave, personal days or compensatory time shall be counted as time worked in computing entitlement to overtime pay.

Discussion:

Overtime has always been time over the 37 ½ per week and 7 ½ hours per day.

RECOMMENDATION:

Current contract language

Rationale:

No strong reason why this should be changed.

ISSUE 9, ARTICLE 21, SECTION 18

Union Position:

Travel to the Health Department and back home generally is not considered work time except during unusual circumstances, such as on call-outs or when the employee's home is considered the base of operation. The Employee's home is considered the base of operation when the Health Department office is not in operation or on the employee's normal scheduled day off. Time worked and mileage starts and ends at the employee's home on these days.

Employer Position:

Travel to the Health Department and back home generally is not considered work time except during unusual circumstances, such as one call-outs. Time worked starts and ends at the employee's home on these days. Mileage will be calculated based on Article 30.

Discussion:

The issue is the definition of base of operation to determine mileage compensation. The employer definition is the base of operation is the Health Department unless the employee, on usual circumstances may obtain mileage from home. The union base of operation when the office is closed, such as weekends, is their home.

RECOMMENDATION:

Article 21, Section 18 should read:

Travel to the Health Department and back home generally is not considered work time except during unusual circumstances, such as on call-outs in the field after normal working hours or when the employee's home is considered the base of operation. The Employee's home is considered the base of operation when the Health Department office is not in operation or on the employee's normal scheduled day off. Time worked and mileage starts and ends at the employee's home on these days. Mileage will be calculated based on Article 30.

Rationale:
In unusual circumstance such as call-outs and when the employee must travel to a work-site due to Flex schedule and the Health Department is closed, that mileage should be from the employee's home as the employee would not be commuting to the office.

ISSUE 10, ARTICLE 23

Union Position:

Add to Article 23:

In the event that any non-bargaining unit employee receives a wage increase, lump sum payment or PERS pickup and/or combination thereof exceeding the percent increases in this agreement, the bargaining unit will receive the same wage increase, lump sum payment or equivalent in base wage increase.

Adjust Appendix A:

1. Add "Public Health Emergency Response Planner at a rate of $22.96/ entry and $23.94 non-probationary.
2. Wages
   Effective July 1, 2009 3%
   Effective July 1, 2010 3%
   Effective July 1, 2011 3%
   Adjust all annual wage grids as needed.

Employer Position:

Section 1

Effective at the beginning of the next pay period upon execution by the Wood County Board of Health, employees employed will earn compensation based on their designated classification as found I Appendix A of this agreement.

Section 2

Wage rate compensation in the second and/or third year shall be subject to the outcome of wage rate re-opener(s).

Section 3

Employee compensation and reimbursements shall be made by direct deposit when applicable.

Appendix A – 2009

Wood County Health Department Wage Schedule ($.22 Increase)

Effective up on execution of contract:

		Entry Rate	Non-Prob.
A	Home Health Aide I Clinical Services Assistant I	11.44	11.84
B	Clinical Services Assistant II	11.80	12.24
C	Clerical Specialist Receptionist Account Clerk I	12.28	12.68
D	Secretary I Clinical Services Assistant III Account Clerk II	12.76	13.12
E	Account Clerk III	13.20	13.60
F	Dietician Technician	14.44	14.92
G	**Account Clerk IV** Registrar	14.56	14.96
H	Sanitarian-in-Training	17.20	18.20
I	Registered Sanitarian Public Health Nurse II Public Health Nutritionist (RD) Social Worker III Health Educator	21.72	22.68
J	Coordinator Public Health Information Technologies Specialist **Public Health Emergency Response Planner** Infectious Disease/Emergency Preparedness Nurse Coordinator	23.20	24.16
K	Family Nurse Practitioner	32.54	34.08

Discussion:

The union, in proposing a me-too clause relating that management salary increases from 2006-08 were from 3 to 4.29%. The argument if dollars are available for some employee salary increase everyone should benefit. Employer's strong argument is that management salaries should not be related to collective bargaining process in that it is a completely different process and the Board must have complete control. The union provided data that many contracts were giving 2 to 2 ½ percent increases which was counter argued by employer that these figure whereat the end of a 3 year contracts. The employer'position that during today's economic turbulence and with the County needing to renew a ten year levy which, if not supported by the community would reduce income by one-third,requires a conservative approach regarding salary increases. The new Public Health Emergency Response Planner was placed in category J which is at the salary proposed by the union. The Account Clerk

IV position (which is not filled) was reduced from Category H to G. The union proposed it be in category H.

RECOMMENDATION:

Article 23, Section 1

Effective at the beginning of the next pay period upon execution by the Wood County Board of Health, employees employed will earn compensation based on their designed classification as found in Appendix A of this agreement.

Each employee upon execution by The Wood County Board of Health will receive a one time $200.00 payment for retroactive compensation from July 1, 2009.

Section 2

Wage rate compensation in the second and/or third year shall be subject to the outcome of wage rate re-opener(s).

Section 3

Employee compensation and reimbursements shall be made by direct deposit when applicable.

Rationale:

Due to the present economic conditions and the need for the County health Department to pass a levy this conservative increase seems appropriate. The employer argued that making the salary adjustment retroactive to July 1, 2009 was a difficult accounting procedure, thus a lump sum payment seemed in order.

Appendix A – 2010

Wood County Health Department Wage Schedule
Effective upon executive of contract:

		Entry Rate	Non-Prob.
A	Home Health Aide I Clinical Services Assistant I	11.44	11.84
B	Clinical Services Assistant II	11.80	12.24
C	Clerical Specialist Receptionist Account Clerk I	12.28	12.68
D	Secretary I Clinical Services Assistant III Account Clerk II	12.76	13.12
E	Account Clerk III	13.20	13.60
F	Dietician Technician	14.44	14.92
G	Account Clerk IV Registrar	14.56	14.96
H	Sanitarian-in-Training	17.20	18.20
I	Registered Sanitarian Public Health Nurse II Public Health Nutritionist (RD) Social Worker III Health Educator	21.72	22.68
J	Coordinator Public Health Information Technologies Specialist Public Health Emergency Response Planner Infectious Disease/Emergency Preparedness Nurse Coordinator	23.20	24.16
K	Family Nurse Practitioner	32.54	34.08

ISSUE 11, ARTICLE 26, SECTION 1

Union Position:

Add the day before Christmas as a paid holiday.

Employer Position:

Current contract language

Discussion:

The employer, in past negotiations gave ½ day Christmas Eve (afternoon) for full Veteran Day holiday. Also County health Department does not want to be closed more than four days at any one time.

RECOMMENDATION:

Current contract language

Rationale:

The current holiday schedule is very comparable to many negotiated contracts.

ISSUE 12, ARTICLE 29

Union Position:

Current contract language

Employer Position:

Section 1

Meetings and travel expenses shall be reimbursed when the Board of Health per the recommendation of the Health Commissioner requires or allows an employee to attend educational conferences, public health and professional organizational meetings, and training seminars. All expenses for parking charges, meeting fees, transportation costs, and lodging must be pre-authorized and supported by receipts before reimbursement will be authorized. Reasonable expenses incurred by the employee while attending a meeting will be submitted to the Board of Health for payment, per review and approval by the Health Commissioner.

NEW Section 2

Only when overnight travel is required, Reasonable reimbursements for meals not included in the program of registration cost, shall be established and paid on a per diem basis as follows:

Reasonable expense for meals, and/or lodging shall be established not to exceed the following:

Breakfast	$7.00
Lunch	$12.00
Dinner	$20.00

Travel plans and arrangements must be pre-approved.

On a partial travel days (days preceded or followed by an overnight stay), employees will be entitled to meals as follows:

- Generally, travel time to a destination the night before will not be authorized when anticipated drive time is two and one-half hours or less and/or the meeting is scheduled to commence at 9:00 am or after.
- When traveling to a destination on the night before, with travel time starting before 6:30pm, a dinner allowance shall be paid.
- If in attendance or in return travel between 6:30 am and 10:30am, a breakfast meal allowance shall be paid.
- If in attendance or in return travel between 10:30 am and 2:30 pm, a lunch meal period allowance shall be paid.
- If in attendance or in return travel is after 7:00 pm, a dinner meal period allowance shall be paid.
- On full travel days (days preceded and followed by an overnight stay), employees will be entitled to receive the maximum meal allowance of $39.00.

Discussion:

Employer proposal seems to clarify travel procedures. A proposal by the Union to change authorization for overnight stay and to change meeting starting time from 9:00 am to 10:00 am.

RECOMMENDATION:
Employer proposal which reads:

Section 1
Meetings and travel expenses shall be reimbursed when the Board of Health per the recommendation of the Health Commissioner requires or allows an employee to attend educational conferences, public health and professional organizational meetings, and training seminars. All expenses for parking charges, meeting fees, transportation costs, and lodging must be pre-authorized and supported by receipts before reimbursement will be authorized. Reasonable expenses incurred by the employee while attending a meeting will be submitted to the Board of Health for payment, per review and approval by the Health Commissioner.

NEW Section 2
Only when overnight travel is required, Reasonable reimbursements for meals not included in the program of registration cost, shall be established and paid on a per diem basis as follows:

Reasonable expense for meals, and/or lodging shall be established not to exceed the following:

Breakfast	**$7.00**
Lunch	**$12.00**
Dinner	**$20.00**

Travel plans and arrangements must be pre-approved.
On a partial travel days (days preceded or followed by an overnight stay), employees will be entitled to meals as follows:

- **Generally, travel time to a destination the night before will not be authorized when anticipated drive time is two and one-half hours or less and/or the meeting is scheduled to commence at 9:00 am or after.**
- **When traveling to a destination on the night before, with travel time starting before 6:30pm, a dinner allowance shall be paid.**
- **If in attendance or in return travel between 6:30 am and 10:30am, a breakfast meal allowance shall be paid.**
- **If in attendance or in return travel between 10:30 am and 2:30 pm, a lunch meal period allowance shall be paid.**
- **If in attendance or in return travel is after 7:00 pm, a dinner meal period allowance shall be paid.**

- **On full travel days (days preceded and followed by an overnight stay), employees will be entitled to receive the maximum meal allowance of $39.00.**

ISSUE 13, ARTICLE 30

Union Position:

Current contract language

Employer Position:

Section 1

Employees required to use their private automobiles for Health Department business shall be compensated at the I.R.S. rate as adjusted.

Section 2

All employees have a commute to work. These commuting miles are not to be compensated for at any time.

Paid Mileage for Employees:

Beginning of the work day: mileage begins at the first place of Health Department business unless the place of business is closer to your home than your normal commute.

End of the work day: mileage is up to the last place of Health Department business unless the place of business is closer to your home than your normal commute.

If the first or last place of business is closer to your home than en employee's normal commute home, employees are paid only for miles traveled in addition to the length of the normal commute.

When traveling out of county for meetings, training, conferences or other purposes when the daily travel will exceed 110 miles, a Health Department provided rental car may be utilized if the cost of the rental car is a savings over the per mile rate. If the employee chooses not to utilize a rental vehicle, the reimbursement will be based on the cost of the rental car and not on the per mile reimbursement rate.

Discussion:

The issue seems to be now to determine mileage when the employer is required to use their private automobile for Health Department business. The employer stated all employees have to commute to and from work and should not be compensated for milage. The issue seems to be the time an employee is on a Flex vs. normal week and communicate directly from home to off-site job requirement and the Health Department Office is closed. The employee position is that in these circumstances mileage should be from home to the off-site job and not from the office (which is closed) to the off-site job. There was conflicting argument on how the present contract has been enforced thus the proposed language change.

RECOMMENDATION:

Section 1

Employees required to use their private automobiles for Health Department business shall be compensated at the I.R.S. rate as adjusted.

Section 2

All employees have a commute to work. These commuting miles are not to be compensated for at any time.

Paid Mileage for Employees:

Beginning of the work day: mileage begins at the first place of Health Department business unless the place of business is closer to your home than your normal commute.

End of the work day: mileage is up to the last place of Health Department business unless the place of business is closer to your home than your normal commute.

If the first or last place of business is closer to your home than an employee's normal commute home, employees are paid only for miles traveled in addition to the length of the normal commute.

Section 3

Employees on Flex schedule and the Health Department is closed, the mileage should be determined from the employee's home.

Section 4

When traveling out of county for meetings, training, conferences or other purposes when the daily travel will exceed 110 miles, a Health Department provided rental car may be utilized if the cost of the rental car is a savings over the per mile rate. If the employee chooses not to utilize a rental vehicle, the reimbursement will be based on the cost of the rental car and not the per mile reimbursement rate.

Rationale:

The employer's position seems to resolve when mileage is determined during the normal work week but did not resolve the Flex schedule in which the employee left from home to off-site job.

ISSUE 14, ARTICLE 35

Union Position:

Section 1

This Agreement shall become effective July 1, 2009 and continue in force until June 30, 2012. If either party desires to enter into negotiation for a successor collective bargaining agreement, such party shall give written notice of such intent to the other party at least ninety (90) days in advance.

Delete Section 2

Employer Position:

Section 1

This Agreement shall become effective July 1, 2009 and continue in force until June 30, 2012, except that there may be an Article 23, Wage Rates, re-opener at the first and/or second yearly anniversary dates of this Agreement. If either party desires to enter into negotiation of a re-opener or for a successor collective bargaining agreement, such party shall give written notice of such intent to the other party at least ninety (90) days in advance.

Section 2

The Agreement may be terminated after the initial expiration date by either party to the other with seventy-two (72) hours of advance written notice.

Discussion:

The wage from the employer was for one year will re-opener for wages for the second and third year with the union proposal is year wage increases for each year of the 3 year contract.

RECOMMENDATION:

Section 1

This Agreement shall become effective July 1, 2009 and continue in force until June 30, 2012, except that there may be an Article 23, Wage Rates, re-opener at the first and/or second yearly anniversary dates of this Agreement. If either party desires to enter into negotiation of a re-opener or for a successor collective bargaining agreement, such party shall give written notice of such intent to the other party at least ninety (90) days in advance.

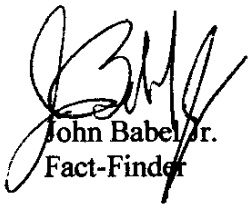
Section 2

The Agreement may be terminated after the initial expiration date by either party to the other with seventy-two (72) hours of advance written notice.

Rationale:

This fact-finder in Article 23 agreed with the employer's proposal for a one year salary adjustment with a re-opener for the second and third year for wage rates based upon the need to pass a levy in 2010.

Signed and dated January 7, 2010.



John Babel Jr.
Fact-Finder