

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

STATE EMPLOYMENT
RELATIONS BOARD

In Regard To The Matter Of The Fact-Finding Between 2011 MAR 31 P 12:15

STARK COUNTY ENGINEER'S) 10-MED-07-0886
OFFICE)
)
-AND-)
)
AMERICAN FEDERATION OF STATE,)
COUNTY AND MUNICIPAL EMPLOYEES))
AFL-CIO)
OHIO COUNCIL 8, LOCAL 2189)

ATTENDANCE:

For The City:

Sharon D. Miller, Esq.,	Attorney
David Torrence, P.E.P.S.	Assistant County Engineer
Michael D. Cline	Human Resource Manager
Stephen D. Gronow	Fleet & Safety Supervisor
Dale R. Schemansky	Supervisor
Brian J. Wise	Maintenance Engineer

For The Union:

Louis J. Maholic	AFSCME Staff Representative
Sullivan Cammel	President
David Rice	Vice President
Glenn Beatty	Secretary/Treasurer
Keith Indorf	Recording Secretary
Mark N. Dietz	Grievance Board Member
Timothy J. Eberhart	Member

BEFORE ALAN MILES RUBEN, FACT-FINDER

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BACKGROUND:

Stark County, Ohio, occupies a territory of 576 square miles and includes within its borders some fifty-two political sub-divisions. It has an estimated residential population of 380,000.

The construction, repair and maintenance of the County's roads, highways, ditches, bridges and traffic installations are the responsibility of the County Engineer.

The functions of the Engineer's Office are carried out by approximately one-hundred and eight full-time employees.

Sixty-five of these employees in forty-three classifications, including bridge, garage, hydraulics, mechanic, technician, survey technician, traffic foreman mechanic, bridge worker, garage utility worker, garage welder, highway worker, and traffic worker form a Bargaining Unit exclusively represented by Ohio Council 8 and Local 2198 of the American Federation of State, County and Municipal Employees, AFL-CIO. ("AFSCME").

The County Engineer and AFSCME are parties to a Collective Bargaining Agreement entered into as of November 1, 2007 for an initial term which expired on October 31, 2010.

Pursuant to Contractual requirements, timely notices were given by the parties of their intent to modify or amend the Agreement, and negotiations proceeded looking towards the execution of a successor Agreement.

The parties met on thirteen occasions beginning in August, 2010 and ending in December, 2010. As a result of the negotiations, the parties reached tentative agreements on changes to the text of the following provisions:

Article 11, Section 11.8 -
"Grievance Step Process";

Article 14, Sections 14.7 -
"Lateral Transfers Applicants" and
Section 14.12-
"Lateral Transfers" and
Appendix "B-2" -
"Lateral Transfer Form";

Article 17, Section 17.6 -
"Overtime Pay";
Section 17.7 -
"Compensatory Time":
Sections 17.8, 17.9, 17.10 and 17.11
(Renumbered)

Article 22, Section 22.4 -
"Vacation Guidelines" [Reached at Mediation]

Article 31, Section 31.2 -
"Tool Allowance".

The text of these tentative agreements is attached as Appendix "A"

The parties, moreover, tentatively agreed to carry forward and incorporate into the new Agreement mutas

mutandis all other Articles, Appendicies and Memoranda from the November 1, 2007 Agreement except those identified below.

The Fact-Finder finds appropriate and recommends the adoption of all of these tentative Agreements.

A series of proposals to add new provisions and to amend other Articles and Sections of Articles of the 2007 Contract were withdrawn and are deemed to have been abandoned.

Remaining unresolved are proposals submitted by the Engineer for changes to:

Article 27 -
"Wage Rate Schedules and Longevity Payments";
Section 27.1 - "Wages"
Section 27.2 - "Longevity";

Article 30 -
"Hospitalization - Major Medical and Life Insurance"
Section 30.1 - "General"
Section 30.3 - "Health Care Options";

Article 40 -
"Duration of Agreement";

And proposals submitted by the Union for changes to:

Article 2 -
"Union Recognition/Bargaining Unit"
Section 2.2 - "Bargaining Unit Work";

Article 17 -
"Hours of Work/Overtime";
Section 17.8 - "Primary & Secondary Snow Control Lists"

Article 21 -

"Sick Leave/Personal Leave";
Section 21.14 - "Personal Day"
Article 27 -
"Wage Rates/Schedules and Longevity Payments";
Section 27.1 - "Wages"
Section 27.4 - "CDL Stipend"

Article 30 -
"Hospitalization/Major Medical/Life Insurance";
Section 30.1 - "General"

Article 33 -
"Health and Safety" -
Section 33.8 - (New)

Appendix "F" -
"Progressive Discipline Procedures".

The parties declared impasse and on December 22, 2010, the undersigned was appointed Fact-Finder by the State Employment Relations Board.

At the direction of the parties a mediation session and evidentiary hearing were held on January 28, 2011 at the Engineer's Offices in Canton, Ohio.

Timely in advance of the hearing, the parties provided the Fact-Finder with the statements required by Ohio Administrative Code 4117-9-05(F) and the Ohio Revised Code Section 4117.14(C)(3)(a).

At the hearing the Engineer introduced the following documents: a compilation of the Stark County Engineer's finances covering the period 2006 through 2010; an April 30, 2007 presentation from the former County Engineer

regarding "Office Finances and Permissive Tax Proposal" (with updates as of January, 2011); a comparison of wages paid by County Engineer Offices in Columbiana County, Tuscarawas County, Wayne County and Portage County; a comparison of wages, layoffs or furloughs, office size and current insurance co-pay requirements in eleven other Stark County Departments; a chart setting-forth the total compensation for 2010, and as proposed for 2011, for each Stark County Engineer's Office Bargaining Unit member; a schedule showing the number of compensatory hours earned by Bargaining Unit employees, the number utilized and the number remaining as of various dates in 2010; a schedule of the base rates, longevity payments, CDL premiums, total wages, Medicare payments, PERS contributions, Workers' Compensation payments; tools' allowance; bonus and uniform allowance payments and healthcare insurance premiums for 2011; a 2009 schedule of sick leave buy-outs and vacation payouts; Collective Bargaining Agreements entered into by the Engineer Offices of Columbiana, Portage, Tuscarawas and Wayne Counties; a health insurance premium co-payment calculation summary; a Kaiser Foundation "Employer Health Benefits; 2010 "Summary of Findings"; a Kaiser Foundation Chart showing the average percentage of employee co-payments during the period 1999-2010; a Kaiser Foundation

Chart depicting the 1999-2010 "Average Annual Employee Premium Contributions"; a compilation of Stark County Engineer Bargaining Unit members' selections of health insurance plans; a schedule of health care enrollments for Engineer Office employees, and a December 15, 2010 Memorandum announcing the 2011 premium rates for Bargaining Unit employees enrolled in the Traditional Health Care Plan.

In its turn, the Union offered a report by Madeline Meskiel, Budget Officer of the Engineer's Office showing annual revenue and expenditures for the years 2007, 2008, 2009 and 2010; a schedule of the reserves for the County's self-funded health plan for the years 2008, 2009 and the period ending October 31, 2010; a State Employment Relations Board Clearinghouse Benchmark Report issued on January 14, 2011 comparing compensation for Bargaining Unit classifications in the Engineer Departments of Butler, Lorain, Lucas, Mahoning and Stark Counties; a benefits bulletin issued on September 8, 2010 by the Stark County Commissioners announcing the health plan benefit changes for 2011; a report of the number of 2010 individual (422) and family (939) participants in the County Health Insurance Program; a financial summary for 2008, 2009 and

2010 of receipts and expenses for Stark County's self-funded health insurance plan.

The parties jointly offered the expired 2007 Collective Bargaining Agreement.

In making his analysis of the evidence and his recommendations upon the unresolved issues, the Fact-Finder has been guided by the factors set forth in O.R.C. Section 4117.14(C)(4)(e) and Ohio Administrative Code 4117-9-05(K) namely:

"(a). past collectively bargained agreements, if any, between the parties;

"(b). comparison of the issues submitted to final offer settlement relative to the employees in the bargaining unit involved with those issues related to other public and private employees doing comparable work, giving consideration 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 adjustments on the normal standard of public service;

"(d). the lawful authority of the public employer;

"(e). the stipulation of the parties;

"(f). such other facts, not confined to those listed in this section, which are normally or traditionally taken into consideration in the determination of the issues submitted to final offer settlement through voluntary collective bargaining, mediation, fact-finding, or other

impasse resolution proceedings in the public service or private employment."

CONTRACT PROVISIONS AT ISSUE:

INTRODUCTION:

In his Fact-Finding Report issued on July 23, 2010 to resolve an impasse reached between the Stark County Board of Commissioners and the American Federation of State County Municipal Employees, AFL-CIO, Ohio Council 8, Local 959 with respect to the employees of the Stark County Building Department this Fact-Finder wrote as follows:

"Taking one thing with another, a Fact-Finder's lot is not a happy one. He is required to make recommendations with respect to the economic relationship of the parties during the next thirty months or so, at a time of an unprecedented recession whose depth and length not even Nobel Prize Laureates can predict with assurance. Further, the estimates supplied by the parties lack verification by comprehensive, audited 2009 and 2010 financial data which were unavailable at the time of the fact-finding hearing.

"Clearly, however, as with most other political subdivisions, the County has been adversely impacted by the recession and, in particular, by the housing market depression."

Little has changed in the intervening seven months.

In the Stark County Engineer's Position Statement to the Fact-Finder, the Engineer's able Personnel Attorney accurately portrayed the County's condition as follows:

"... Stark County government experienced a financially difficult year in 2010 following the national recession. The discovery in 2009 of a county employee's theft of nearly \$3 million from the county treasury was followed by

a March 2010 voter referendum repealing an imposed 0.5% sales tax by the previous board of commissioners. County financial difficulties will continue and/or get worse in 2011 as the remaining 0.25% county sales tax (the lowest in the state of Ohio) ceases in mid-2011 with no renewal decision or date yet by the county commissioners viewing a public critical of county government. With no renewal, this will leave county government operations without sales tax support. All general fund county offices have targeted a reduction to their 2011 budgets of approximately 16% and several offices have implemented furloughs and layoffs. Most notably in December 2010, the Stark County Sheriff's Department closed a portion of the jail, laid off 16% of its staff (41 employees), and reduced management salaries by 4%. The Stark County Prosecutor's Office laid off 18% of its staff (12 employees) and has offered no COLAs for three years. Six other county offices have implemented furloughs ranging from 4%-15% pay cuts for employees. Final budgets and sales tax renewal decisions will determine the future fate of many county workers in the next year."

Transfers to the Engineer from the County's General Fund, which had been used to support off-road drainage work, paving and equipment purchases and the Engineer's Bridge Department payroll, have been discontinued.

In response to these developments the Engineer reduced staffing from 127 in 2006 to 108 in 2010 through attrition and "buy-outs".

However, while not entirely immune from the County's dismal financial picture, the Engineer's Office has not experienced the same degree of economic hardship because of its access to independent funding sources.

The Engineer receives payments from the State Annual Motor Vehicle License Tax, the gasoline tax and the so-called "permissive license fee", the rate of which was increased in 2008.

The Fact-Finder will review the Engineer's financial situation in greater detail in his discussion of the parties' competing compensation proposals.

ISSUES PRESENTED:

I. Article 2, Section 2.2 - "Bargaining Unit Work"

A. The 2007 Contract:

Section 2.2 of the current Contract provides:

"Supervisors shall not be assigned to perform work of bargaining unit employees where such work displaces a member of the bargaining unit, or where such work is performed for the purpose of avoiding assigning overtime to members of the bargaining unit. The parties agree that supervisors may perform any work in a bona fide emergency, or to remove a public hazard for safety reasons, or for purposes of training or instruction."

B. The Union's Proposal:

The Union proposes to prohibit all non-Bargaining Unit personnel, not just Supervisors, from being assigned to perform work in preference to Bargaining Unit members, and to restrict the assignment of non-Bargaining personnel to "snow and ice control routes until all qualified bargaining unit personnel have been exhausted."

C. The Engineer's Proposal:

The City seeks to retain the current Contract language.

D. THE FACT-FINDER'S ANALYSIS, FINDINGS AND RECOMMENDATIONS:

Preservation of Bargaining Unit work for members of the Bargaining Unit, particularly in a recessionary economy, is certainly a legitimate Union objective entitled to high priority.

The Engineer does not present any significant economic or other reason for opposing the Union's request. Nonetheless, the Fact-Finder notes the inherent ambiguity in determining when Bargaining Unit personnel "have been exhausted". For this purpose he believes that it would be appropriate to set a maximum number of consecutive hours during which an employee is permitted to be on duty. The Fact-Finder observes that sixteen hours, or the traditional "double shift" in a twenty-four hour period, is the typical limitation placed upon an employer's authority to make mandatory work assignments.

So it is that Section 17.10, provides that "no Stark County Engineer employee [shall operate] ... equipment on public roads for snow removal or other hazardous work for more than sixteen (16) consecutive hours."

The Fact-Finder therefore finds appropriate and recommends that Section 2.2 "Bargaining Unit Work" be revised to read as follows, and as so revised be carried forward and incorporated into the successor Contract:

"Non-Bargaining Unit personnel shall not be assigned to perform work of Bargaining Unit employees where such work displaces a member of the Bargaining Unit, or where such work is performed for the purpose of avoiding assigning overtime to members of the Bargaining Unit. The parties agree that non-Bargaining personnel may perform any work in a bona fide emergency, or to remove a public hazard for safety reasons, or for purposes of training or instruction. However, non-Bargaining personnel shall not be assigned to snow and ice control routes until all qualified Bargaining Unit personnel have been offered sixteen hours of duty in a twenty-four hour period."

II. Article 17, Section 17.8 "Primary & Secondary Snow Control Lists.

A. The 2007 Contract:

Section 17.8 - of the current Contract provides in relevant part:

"... Employees may volunteer for on-call periods. The employer shall notify employees as well in advance as practical as to the dates that the employee will be on-call. Employees who are required to remain on call will be supplied with electronic equipment (maintained by the employer) so they can be reached at all times and must be able to arrive at the employer's premises/station facility within a reasonable time not to exceed one hour after being called in for work.

...

"An employee's pay shall be supplemented with an additional \$15.00 per day for each day they are required to be on-call.

..."

B. The Union's Proposal:

The Union seeks to increase the on-call supplement from \$15.00 to \$23.00 per day.

C. The Engineer's Proposal:

The Engineer chooses to retain the current language.

D. THE FACT-FINDER'S ANALYSIS, FINDINGS AND RECOMMENDATIONS:

Alone of all Stark County employees, only those of the Engineer's Office, and, of the other area County Engineer Offices, only employees of the Wayne County Engineer are offered an "on-call" wage supplement. The amount paid Wayne County employees, however, is ten (\$10.00) dollars for on-call weekday status and twelve (\$12.00) dollars for weekend on-call status.

The Union has presented no change in circumstances such as would warrant an increase in the amount of "on-call" pay for Engineer employees who volunteer to respond to pager requests to report for work on days on which they have not been regularly scheduled.

The Fact-Finder does not find appropriate and does not recommended an increase in the per diem on-call pay.

Accordingly, the Fact-Finder recommends that Article 17, Section 8 be carried forward and incorporated into the successor Agreement without change.

III. Article 21 - "Sick Leave/Personal Leave" - Section 21.14 "Personal Day":

A. The 2007 Contract:

Section 21.14 of the expired Contract provides:

"Notwithstanding any other provisions of this Article, employees shall be granted one (1) personal day each contract year which must be scheduled and approved at least twenty-four (24) hours in advance in consideration of the operational needs of the Employer."

B. The Union's Proposal:

The Union proposes to increase the number of personal days from one to two, and, further, to allow personal days to be used in one hour increments without advance notice.

C. The Engineer's Proposal:

The Engineer prefers to retain the current Contract language.

D. The Fact-Finder's Analysis, Findings and Recommendations:

At present, Bargaining Unit members are offered in addition to sick leave, eleven paid holidays, and from two to six weeks of vacation. Further, for each pay period during which an employee is not absent or substantially tardy, the employee earns 2.0 hours of "incentive leave" or

"bonus time" which may be taken in increments of two hours and, in the case of a bona fide emergency, may, in the Engineer's reasonably exercised discretion, be taken without advance scheduling.

The Union failed to offer evidence that the amount of time-off granted by the Contract to Bargaining Unit members is less than that available to other employees of Stark County or to those in comparable County Engineer Departments.

The Union's request that personal day entitlements be taken in one hour increments without advance notice would prove to be operationally burdensome. If an employee decides to take-off an hour without prior notification, the Engineer would not know the length of the absence and hence, would be unable to effectively and efficiently deploy the workforce to cover all necessary assignments.

The Fact-Finder does not find appropriate and does not recommend adoption of the Union's proposal. Consequently, he finds appropriate and recommends that Article 21, Section 21.14 be carried forward and incorporated without change into the successor Agreement.

IV. Article 33, Section 33.8 - "Health & Safety" - Section 33.8 (New Provision):

A. The 2007 Contract:

The 2007 Contract does not contain any provision respecting the inspection and approval of job sites nor the exoneration from discipline of employees who strike underground utility lines.

B. The Union's Proposal:

The Union proposes to add a new Section 33.8 to read as follows:

"Section 33.8:

"A. Supervisors shall inspect and approve all jobs sites prior to any excavating taking place.

"B. Equipment Operators will not be disciplined for digging-up or striking both marked and unmarked underground utilities that are outside of OUPS (Ohio Utilities Protection Services) guidelines."

C. The Engineer's Proposal:

The Engineer rejects inclusion in the Contract of any work site inspection provision, and any disciplinary immunity for employees who injure utility lines.

D. The Fact-Finder's Analysis, Findings and Recommendations:

The Union cites the case of one employee who was subject to discipline for striking an unmarked utility line during the course of an excavation. That situation, however, does not provide grounds for including in the

Contract provisions as to how Management should supervise and conduct its operations.

Employees are not subject to discipline without "just cause" under the Contract, and, clearly, an employee who is innocent of blame for damaging a utility line, should not be subject to discipline, any more than any other employee who, without fault, is involved in a job site accident.

The Fact-Finder does not find appropriate and does not recommend the adoption of Section 33.8 as proposed by the Union.

Instead, the Fact-Finder finds appropriate and recommends that Article 33 be carried forward without change and incorporated into the successor Agreement.

V. Appendix "F" - Examples of Offenses and Progressive Disciplinary Procedures:

A. The 2007 Contract:

The current Contract sets forth a table of offenses and corresponding penalties in Appendix "F". A copy is attached hereto as Appendix "B".

B. The Union's Proposal:

The Union proposes to revise Appendix "F" to include oral warnings in four of the "Class 2 Offense" categories and thirty-day suspensions in lieu of discharge for two of the "Class 3 Offenses".

C. The Engineer's Proposal:

The Engineer wishes to retain the existing text without change.

D. The Fact-Finder's Analysis, Findings and Recommendations:

The Union failed to identify the Class 2 and Class 3 offenses for which it seeks to modify the specified penalties. Indeed, the Union failed to present evidence that any aspect of the penalty system is too harsh and should be mitigated.

For these reasons, the Fact-Finder does not find it appropriate and does not recommend any change in Appendix "F".

Accordingly, the Fact-Finder recommends that Appendix "F" be carried forward without change and incorporated into the successor Agreement.

VII. Article 30 - "Hospitalization/Major Medical/Life Insurance":

A. The 2007 Contract:

Sections 30.1, 30.3, 30.4 of the expired Contract provide in relevant part:

"Section 30.1 General: The Employer shall continue, for the life of this Agreement, the same insurance coverage provided to other county employees under the County's group insurance plan.

"Effective November 1, 2007 employees covered by the group insurance plan shall pay 3% per month toward their health care costs. Said deductions will be made each month from the employee's payroll check, towards the monthly premium of the employee's insurance.

"The employer agrees to maintain Eye and Dental coverage for all bargaining unit employees, at the level of coverage in place with AULTCARE at execution of signatures to this agreement, for the life of this agreement.

....

"Section 30.3 - Health Care Options: For the life of this Agreement the employees will annually have the option to choose one of the following health care options:

"A. Medical Mutual which offers (90/10) coverage with no eye or dental coverage.

"B. AULTCARE which offers (80/20) coverage plus eye and dental coverage.

....

"During the life of this agreement, management will make available any hospitalization/health care changes offered to management to all bargaining unit personnel.

"If an employee opts out for health care coverage they [sic] shall be compensated at the rate of one hundred dollars (\$100.00) per pay with proof of alternate insurance coverage.

"Section 30.4 - Benefit Limits:

"Benefits under this Article shall be continued for employees on paid leave of absences, paid sick leave and up to six (6) months of injury leave or under workers' compensation, provided employees comply with Section 30.2 of this Article.

"Benefits under this Article, except as defined in Section 21.16 of this contract, shall be continued for employees on unpaid leave of absence or on layoff for the period of six (6) months, provided the employees remit the monthly premium cost for all such benefits to the Engineer by the

first day of the month for which coverage is to be continued."

B. The Union's Proposal:

The Union seeks to cap employees' present 3% contribution towards the monthly health insurance premium charges at \$45.00 per month for those electing family coverage and \$20.00 for those electing single coverage, effective as of November 1, 2010.

Effective as of November 1, 2011 the Union offers to increase employees' contribution towards health insurance premium charges from 3% to 4% with a cap of \$55.00 per month for those electing family coverage and \$25.00 for those electing single coverage.

Effective November 1, 2012 the Union proposes to increase employees' contribution towards monthly premium charges to 5% with a cap of \$65.00 per month for those electing family coverage and \$30.00 per month for those electing single coverage.

C. The Engineer's Proposal:

The Engineer seeks to increase employee contributions towards the monthly health insurance premium costs from 3% per month to 8% per month effective January 1, 2011, and to 10% per month effective January 1, 2012.

As of January 1, 2013 the Engineer further proposes that employees pay the share of the monthly health insurance premium as established by the Board of County Commissioners for non-Bargaining Unit employees.

Further, the Engineer asks that the present Traditional (90/10) plan be eliminated, and employees' choice be limited to a preferred provider ("PPO") plan presently offered to other County employees.

D. The Fact-Finder's Analysis, Findings and Recommendations:

During the term of the expired Contract the County offered a preferred provider (PPO) "80/20" plan paying 80% of covered medical and hospital charges after deductible and co-insurance requirements had been met. The County had also offered a "Traditional '90/10' Plan" which paid 90% of covered charges after deductible and co-insurance out-of-pocket maximum had been satisfied.

The claims experience under the Traditional Plan turned-out to be significantly higher than that under the PPO Plan. By 2011, the premium cost for the Traditional Plan had risen to \$627.00 per month for single coverage, and \$1604.00 per month for family coverage.

In contrast, the 2011 premium cost for the PPO Plan amounted to \$475.00 per month for single coverage, and \$1215.00 for family coverage.

In 2009, the County discontinued offering the "Traditional Plan" for all 1,346 covered employees except for fifteen members in the Engineer's Bargaining Unit who were, by Contract, entitled to maintain their enrollment.

Forty-eight members of the Engineer's Bargaining Unit enrolled in the preferred provider program while the remaining two opted-out of coverage.

On September 8, 2010, to further control the rising cost of health insurance, the County's Benefits Coordinator announced health plan benefit changes for 2011, 2012 and 2013 which increased employee "out-of-pocket" responsibility. A copy of this announcement is attached hereto as Appendix "C". These changes: (1) increased the "single coverage" deductible amounts paid by employees for "preferred providers" from the 2010 level of \$100.00 to \$250.00 by 2013, increased the co-insurance limit from \$500.00 to \$800.00 over the same period, and escalated the out-of-pocket maximum from \$600.00 in 2011 to \$1,050.00 in 2013; (2) increased the "family coverage" deductible amount paid by employees for "preferred providers" from the 2010 level of \$200.00 to \$500.00 by 2013, increased the co-

insurance limit over the same period from \$1,000.00 to \$1,600.00, and escalated the out-of-pocket maximum from \$1,200.00 to \$2,100.00.

Corresponding increases were made in the non-network provider deductibles, co-payments and out-of-pocket maxima.

In addition, co-pays for brand name drugs purchased at retail were increased from \$15.00 to \$25.00 and from \$25.00 to \$45.00 for supplies purchased through mail order.

The Fact-Finder recognizes, as these efforts by the County confirm, that the inflation of health insurance premiums over the past decade represents the single greatest increase in labor costs experienced by both private and public employers. Cost control is thus a pervasive and major issue in current collective bargaining.

Health insurance administration costs increase as the number of plans being offered multiplies. Maintaining the expensive "90/10" Traditional Plan for just fifteen of the Engineer's Bargaining Unit members is unjustified, and requiring these employees to choose, instead, to enroll in a "PPO" "80/20" plan which is offered to all other County employees, is reasonable. According to SERB's 2010 Annual Report on the "Cost of Health Insurance in Ohio's Public Sector", the County's "PPO (80/20)" plan is consistent with

the choices available to employees in 49% of Ohio's Counties.

The Fact-Finder comes next to consider whether, or to what extent, employees' share of health premium costs should be increased.

Uniformity in health insurance coverage and cost-sharing is a desirable goal. Disparity in the coverage and contributions of employees towards health insurance costs fosters over-utilization by the favored group, and unfair subsidization by the disfavored group.

Unfortunately, the premium contributions required of Stark County employees vary from Bargaining Unit to Bargaining Unit, and none mirror the contribution percentage exacted from non-Bargaining Unit employees.

Under a Contract which expired on November 17, 2010, the members of the Sanitary Engineer's Bargaining Unit, represented by AFSCME, Ohio Council 8, Local 959, AFL-CIO, pay 5% of the premium cost with a monthly cap at \$32.00 for single coverage and \$65.00 for family coverage.

The similarly expired Contract for the Park District Bargaining Unit, represented by AFSCME, Ohio Council 8, Local 2183, called for employees to pay 10% of the premium cost of health insurance, but only up to a maximum of

\$55.00 per month for single coverage and \$125.00 per month for family coverage.

Under Contracts which do not expire until 2012 the Dog Warden and County Garage Bargaining Units, represented by Local 92, General Truck Drivers and Helpers Union, IBT, are required to pay 6% of the premium cost, up to \$37.50 for single coverage and \$75.00 per month for family coverage.

Stark County non-unionized employees pay the most - 10% of premium costs.

No discernable standard of employee contributions towards payment of insurance premiums is apparent in the rates charged employees in other area County Engineer Departments.

The Columbiana County and Wayne County Engineer employees do not share in insurance premium payments. The Tuscarawas and Portage County Engineer employees pay the same percentage of health insurance premium costs as all other County employees.

However, the State Employment Relations Board's 2010 "Report on the Cost of Health Insurance in Ohio's Public Sector" reveals that, state-wide, in counties with populations of over 150,000, employees pay an average of 10.6% of the single coverage premium cost for medical,

hospital and prescription drug coverages, and 13.9% for family coverage.

Refining these statistics further, a recent compilation prepared by the State Employment Relations Board's Research and Training Section discloses that of the one hundred and twenty-seven County Collective Bargaining Agreements on file, sixty require Bargaining Unit employees to make premium contributions for single coverage of 10%, with twenty charging less and forty-seven demanding more. Thirty-nine Counties obligate employees to pay 10% of the premium for family coverage, while eighteen require less, and seventy require more.

The monthly 3% currently contributed by Engineer Bargaining Unit members towards health insurance premium charges is manifestly abnormally low - \$14.75 for single coverage and \$36.45 for family coverage.

The Engineer calculates that if employees were required to make an 8% premium co-payment, the present monthly deduction would rise to \$38.00 for single coverage (\$456.00 pr year) and \$97.20 for family coverage (\$1,166.00 per year). However, the Engineer points-out that the "actual" cost could be significantly less, because the insurance premiums can be taken as a "pre-tax" deduction under the Engineer's IRS qualified "125 Plan".

The Engineer calculates that the "actual" annual monthly cost to employees would amount to \$28.50 for single coverage and \$72.90 for family coverage, representing, for single coverage, a real dollar increase of only \$13.75 a month, and, for family coverage, a real dollar increase of only \$35.45 a month over the current 3% premium monthly co-payment.

The Engineer asserts that the "nominal" monthly increase represented by its proposed 10% increase for 2012 should be similarly discounted.

Further, employees can enroll in the Engineer's health care "Flexible Spending Account Plan" ("FSA") and benefit from annual tax deferrals.

The Fact-Finder finds it appropriate that Bargaining Unit employees bear increased financial responsibility to reduce utilization and share insurance costs in a more equitable fashion with other County employees.

To foster this goal the Fact-Finder believes that increasing Bargaining Unit members' premium share from 3% to 8% is warranted.

However, the Fact-Finder recommends postponing the effective date of the 8% increase until July 1, 2011, so as to allow employees, the Engineer and the Commissioners to adjust their budgets.

Pending future success in equilibrating premium contribution rates for other Bargaining Units, the 10% rate sought by the Engineer to become effective in 2012 does not appear to be justified at present.

The Fact-Finder notes that the health plan reserve fund maintained by the County has increased in each of the last three years from \$4,276,261.00 in 2008 to \$6,253,267.00 as of October 31, 2010.

With the progressively higher deductibles, co-insurance and out-of-pocket maxima taking effect in 2011 and in each of the two following years, the cost of health insurance is likely to decline while the reserves can be expected to increase even more markedly, thereby mitigating the need for greater employee contributions.¹

The Fact-Finder will take into account the reduction in employee take-home-pay when he considers his recommendations for the wage and longevity provisions of the Contract.

Consequently, the Fact-Finder finds appropriate and recommends that Article 30, Sections 30.1, 30.3 and 30.4,

¹ The Fact-Finder observes, however, the reserves are not "restricted" and may be transferred to the General Fund and used to defray other County expenditures.

be amended as set forth below and, as so amended, carried forward and incorporated into the successor Contract:

Section 30.1 General: The Employer shall continue, for the life of this Agreement, the same insurance coverage provided to other county employees under the County's group insurance plan or plans.

"Effective November 1, 2007, employees covered by a group insurance plan shall pay 3% per month toward their health care costs. Said deductions will be made each month from the employee's payroll check towards the monthly premium of the employee's insurance.

"Effective July 1, 2011 employees covered by a group insurance plan shall pay 8% per month toward their health care costs. Said deductions will be made each month from the employee's payroll check towards the monthly premium of the employee's insurance.

"The Employer agrees, for the life of this Agreement, to maintain Eye and Dental coverage for all bargaining unit employees at the level of coverage in place at execution of signatures to this Agreement.

Section 30.3 Health Care Options:

"For the life of this Agreement employees will annually have the right to choose any of the health care options available to management personnel, non-bargaining unit employees or members of any other bargaining unit.

"Each year employees can change health care plans during the "Open Enrollment Period".

"For the life of this Agreement, management will make available any hospitalization/health care changes offered to management personnel, non-bargaining unit employees or members of any other bargaining unit.

"If an employee opts out of health care coverage he or she shall be compensated at the rate of one hundred dollars (\$100.00) per pay upon proof of alternate insurance coverage."

Section 30.4 Benefit Limits:

"Benefits under this Article shall be continued for employees on a paid leave of absence, paid sick leave, injury leave for up to six (6) months, or under workers' compensation, provided employees comply with all applicable provisions of this Article, including the appropriate contributions towards their healthcare costs.

"Benefits under this Article, except as defined in Section 21.16 of this contract, shall be continued for employees on an unpaid leave of absence or on layoff for a period of six (6) months, provided the employees remit the monthly premium cost for all such benefits to the Engineer by the first day of the month for which coverage is to be continued."

..."

VIII. Article 27 - "Wage Rates/Schedules and Longevity:

A. The 2007 Contract:

Article 27, Section 27.1 provided a 2.5% annual wage increase effective November 1, 2007 and on November 1st of the succeeding two years.

Section 27.2 provided a longevity supplement of "one-half of one percent for each year of service in excess of one (1) year with the Employer.

B. The Union's Proposal:

The Union seeks increases of 5% for the first year of the new Agreement, 4% in the second year and 3% in the third year.

It also proposes to retain the existing schedule of longevity supplements without change.

C. The Engineer's Proposal:

The Engineer proposes no increase in wages for the first year of the Contract and increases in the succeeding two years, up to a maximum of 2%, based upon increases in revenue from the State Annual Motor Vehicle License Tax and Gasoline Tax.

Such increases are to be calculated according to the following formula:

"The increase in revenue, if any, deposited to this office from the state annual motor vehicle license tax (R.C. 4503) and gasoline tax, as calculated from the twelve-month period ending three months prior to the beginning of the respective contract year as compared to the immediately preceding twelve month period after deduction of the increase in cost, if any, to the Employer for annual healthcare premiums for the same twelve month period, rounded to the nearest one-half percent. The maximum base wage increase allowed through this formula shall be capped at 2%. The permissive license fee (R.C. 4504) revenue shall not be considered in this calculation. A loss of revenue to this office through this calculation will not result in a base wage increase [sic] or decrease, with the exception of separately implemented layoffs as deemed necessary by the Employer."

The Engineer also proposes that there be no longevity accrual for the first year of the new Contract, and that, for employees hired on and after January 1, 2011, the longevity accumulation commence on completion of ten years and one-day of service, and continue each year only through the employee's thirtieth (30) year of employment. Current employees who have thirty or more years of service would be

"grandfathered", and not subject to the thirty year limitation.

D. The Fact-Finder's Analysis, Findings and Recommendations:

The Engineer's wage and longevity proposals are premised upon the County's dismal financial condition and the elimination of subventions from the County General Fund to support off-road drainage work, paving and equipment purchases.

In explaining its position on its fiscal condition, the Engineer argues that the revenue from the so-called "permissive fee" (R.C. Section 4504) should not be considered because of representations made by the former Engineer, as set forth in an April 30, 2007 promotional document, that should the increase in the permissive fee be approved, "all new revenue will be used for construction and equipment only. No new employees will be hired."

The 2007, pre-increase permissive fee revenue amounted to \$1,216,700.00. By 2010, the permissive fee revenue had increased by \$2,608,000.00 to \$3,824,700.00.

Undoubtedly, the former Engineer's representations were made in good faith based upon conditions as they then existed. However, the representations have no legal effect, and cannot bind the hands of the Engineer's

successor in office. Moreover, the economic conditions existing during the first quarter of 2007 bear little relationship to those of today, and the Engineer's representations should therefore be considered as limited to the context in which they were made.

In any event, since at all relevant times the Engineer has spent more than the \$2,608,000.00 increase in the permissive fee on construction and equipment, and the 2011 budget authorizes him to continue to do so, the former Engineer's representations, have been, and will be, kept, and there is no reason to exclude consideration of the permissive fee receipts when inquiring into the ability of the Engineer to compensate Bargaining Unit members.

According to the Engineer's Budget Department's account of "Revenue and Expenditures for Annual Reports", total revenues have exceeded total expenditures in every year since 2007. The Report states that during the four year period 2007-2010, revenues totaled \$58,295,875.00 while expenditures for the same period aggregated \$55,631,629.00, leaving a balance of revenues over expenditures for this period of \$2,664,246.00. The Report is attached hereto as Appendix "D".

The Department Tax Budget for 2011 reports that the certified 2010 year-end cash balance amounted to

\$1,541,297.00, but was subject to unexplained encumbrances of \$1,000,000.00, leaving a net unencumbered carry-over of \$541,297.00.

But, the Engineer's 2011 Departmental Budget document shows an unencumbered carryover of \$1,850,000.00.

No audited financial statements were introduced at the hearing, and no reconciliation of these seemingly divergent balance amounts was offered.

Nonetheless, under any interpretation of the financial reports, the Engineer is able to support at least some measure of a wage increase in 2011, if such increase is otherwise warranted.

The Union points-out that in every job classification, at both the entry level and the top wage rate, Stark County Engineer Bargaining Unit employees are significantly underpaid in comparison with their peers in other area County Engineer Departments.

For example, according to a January 14, 2011 Benchmark Report from the State Employment Relations Board Clearinghouse, the "Mechanic" classification is compensated at the entry level and top level, in each comparable area Engineer Department as follows:

<u>MECHANIC:</u>	<u>ENTRY LEVEL:</u>	<u>TOP LEVEL:</u>
Butler County Engineer	\$32,884.80	\$44,574.40
Lorain County Engineer	\$33,987.20	\$39,041.60

Lucas County Engineer	\$43,284.80	\$43,804.80
Mahoning County Engineer	\$33,862.40	\$45,156.80
AVERAGE	\$36,004.00	\$43,144.00

The Stark County Engineer starts Mechanics at "pay grade 1" offering a basic annual wage of \$30,514.00. At the top level, pay grade 4, the Mechanics basic wage rate amounts to \$35,069.00.

A substantial unfavorable differential for Stark County Engineer Bargaining Unit employees persists even after the addition to these wage rates of the 0.5% annual longevity supplement,² the \$0.05 per hour commercial drivers license [CDL] bonus, and the 4.25% PERS pick-up (for employees hired before October 31, 2007) are taken into account.

² The Columbiana County Engineer also pays a longevity supplement after the completion of the first five years of service of \$0.40 per hour and thereafter a \$0.05 per hour increase upon completion of each additional five years of service. Under the Tuscarawas County Engineer Contact employees who have at least five years of service also receive a longevity stipend calculated at the rate of \$25.00 for each whole year of service up to a maximum of \$500.00.

Thirty-three of the Engineer's sixty-five employees have twelve or fewer years of service and received an average longevity enhancement of some 3.79% per employee. The remaining thirty-two relatively senior employees whose years of service range between thirteen and thirty-three, received an average per employee longevity enhancement of approximately 11.5%.

Even the longest serving employee at the top grade level, whose thirty-one years with the Department would entitle him to a 4.5% PERS pick-up, plus a 15.5% increase over the grade 4 basic wage of \$35,069.00, would receive only \$40,505.00, well below the group average Mechanic's wages of \$43,144.00.

The disparity may increase as the Collective Bargaining Contracts for the Portage, Tuscarawas and Wayne County Engineer's have expired, and the Fact-Finder is told that negotiations for successor Contracts are ongoing.

The Fact-Finder finds that the Union has proven that employees in the Engineer's Bargaining Unit are significantly underpaid compared to their counterparts in other comparable County Engineer Departments.

The issue then becomes what wage increase can the Stark County Engineer afford.

The total of base wage, longevity and CDL Supplements paid to Bargaining Unit members in 2010 amounted to \$2,355,163.00. If this compensation were increased by a 2.5% basic wage increase (rather than the 5% sought by the Union) and the 0.5% longevity supplement continued, the additional cost to the Employer would amount to approximately \$70,655.00. Even when the additional Public Employee Retirement System contributions are taken into

account, the 3% total compensation increase is affordable in light of the surplus of receipts over expenditures in each of the last four years, the reported unencumbered carryover, and the increased employee health care contributions and decreased claims expense.

On the other hand, although the Fact-Finder is confident that the proposed 2.5% wage increase is well within the Engineer's 2011 financial capability, he is not confident as to the Engineer's fiscal position in 2012 and 2013. The financial information provided is too meager, and the economic future too uncertain.

The proceeds from the Gasoline Tax accounts for over 15% of the Engineer's revenues, and the Intergovernmental Funding accounts for almost 12%.

Analysts warn that gasoline prices are likely to climb to over \$4.00 a gallon - a circumstance which will inevitably lead to a marked decline in automobile mileage and, hence, gasoline purchases and the associated Gasoline Tax receipts.

Furthermore, economists forecast that, for at least the next two years, recessionary conditions will lead to sharp reductions in state and federal spending, which, in turn, will inevitably reduce the Engineer's Intergovernmental Funding sources.

The Engineer proposes to tie future wage increases to a formula based on future revenues. However, the Fact-Finder cannot recommend the Engineer's proposal.

In the first place, because employees' ability to take on future obligations is linked to their future ability to pay, certainty of future basic wages, not mere possibility based on circumstances beyond the employees' control, is to be preferred. Second, the exclusion from revenue calculations of the permissive fee receipts and the deduction therefrom of any increases in employer health insurance premium responsibility, is arbitrary. And, third, the 2% limit on wage increases, regardless of the extent of revenue increases, is not reasonable, especially in light of the present unfavorable disparity between the compensation paid to the Engineer's Bargaining Unit employees and the compensation paid to counterpart employees of other comparable County Engineers.

Under these circumstances the Fact-Finder believes it prudent to recommend a wage reopener for the final two years of the Contract so that compensation can be linked to conditions as they then exist.

The Fact-Finder comes next to consider the Engineer's proposal to restructure the longevity pay system so that the availability of longevity pay for newly hired

Bargaining Unit members is postponed until completion of ten years of service, and the annual increments ends at the completion of thirty years for all employees having less than thirty years of service as of the effective date of the Contract.

The Fact-Finder finds that commencing longevity benefits at five years is an appropriate interval at which to begin to reward employees who remain in the Stark County Engineer's employ. That is the seniority level at which both the Columbiana and Tuscarawas County Engineers begin to offer longevity supplements.

Imposing a moratorium on additional longevity increments after at thirty years of service, however, offers little immediate economic advantage for the Engineer because so few employees presently qualify, or are within five years of exceeding the proposed thirty-year ceiling.

Accordingly, the Fact-Finder finds it appropriate and recommends that Article 27, Sections 27.1 "Wages" and 27.2 "Longevity" be amended as set forth below, and, as so-amended, be carried forward and incorporated into the successor Agreement"

Section 27.1 - Wages:

"An employee's base rate shall increase according to the schedule below:

Pay Grade: Effective January 1, 2011

1	\$15.04
2	\$15.99
3	\$17.28
4	\$18.41

"The employer agrees to pay back pay to all bargaining unit employees from January 1, 2011 through date of execution of signatures to this agreement, for all hours worked."

"The parties agree to meet on or before September 30, 2011 to negotiate the base wage rates to become effective in calendar years 2012 and 2013."

"Section 27.2 - "Longevity":

"All employees whose date of hire is on or before the date of execution of this Agreement shall, on their respective anniversary dates, have added to their base pay a longevity supplement of one-half of one percent for each year of service in excess of one (1) year with the Employer. The longevity supplement shall commence on the employees' completion of one year and one day of service with the Employer."

"All employees whose date of hire is after the date of execution of this Agreement shall on their respective fifth anniversary dates, have added to their base pay a longevity supplement of one-half of one percent for each year of service in excess of five (5) years with the Employer. The longevity supplements shall commence on the employees' completion of five years and one day of service with the Employer."

IX. Article 40 - "Duration:

A. The 2007 Contract:

The expired Agreement became retroactively effective as of November 1, 2007 and continued for an initial term of three years ending on October 31, 2010.

B. The Union's Proposal:

The Union would make the successor Agreement retroactively effective, at least as to wages, to November 1, 2011.

C. The Engineer's Proposal:

The Engineer would made the successor Contract retroactively effective at least as to wages, only to January 1, 2011.

D. The Fact-Finder's Analysis, Findings and Recommendations:

The Engineer maintains its budget, financial and other records on a calendar year basis. It makes some sense to similarly place the Collective Bargaining Agreements on a calendar year basis so as to more closely track the Engineer's financial condition.

The Fact-Finder has already recommended Contract language that would postpone the Bargaining Unit members increased premium contributions until July 1, 2011, and make the recommended 2.5% wage increase retroactively effective as of January 1, 2012.

The Fact-Finder, therefore, considers that the successor Agreement should become retroactively effective as of November 1, 2010 to avoid a gap in coverage, but continue in effect through December 31, 2013.

Accordingly, the Fact-Finder finds appropriate and recommends that Article 40 be amended as set forth below, and, as so amended, carried forward and incorporated into the successor Agreement:

Section 40.1:

"A. This Agreement shall be effective as of November 1, 2010 and shall remain in full force and effect until December 31, 2013, and thereafter unless otherwise modified or amended as provided herein.

"B. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

"C. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement was arrived at by the parties after the exercise of that right."

Report and Recommendation issued at Cleveland, Ohio
this 22nd day of March, 2011.

Respectfully submitted,



Alan Miles Ruben
Fact-Finder

AMR:ljg

APPENDIX "A"**ARTICLE 11
GRIEVANCE PROCEDURE****Section 11.1 General**

The grievance procedure is a formal mechanism intended to assure that employee grievances arising from those misunderstandings and disputes that will inevitably develop in the day-to-day activities of public service are promptly heard, answered and appropriate action taken to correct a particular situation. It is not intended that the grievance procedure be used to effect changes in the Article of this Agreement nor those matters not covered by this Agreement.

Section 11.2 Definition

The term "grievance" shall mean an allegation that there has been a breach, misinterpretation or improper application of this Agreement affecting a member of the bargaining unit.

Section 11.3 Scope

A grievance, under this procedure may be brought by any employee of the bargaining unit. A group grievance may be brought by one affected employee or steward. A policy grievance may be initiated by the Union by submitting a written grievance at Step 2 of the procedure.

Section 11.4 Discrimination

Where an employee alleges discrimination as a member of a protected classification under Title VII of the Civil Rights Act of 1964, as amended, he shall not seek redress through the grievance procedure outlined in this Article.

Section 11.5 Progression

All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step.

Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of Management's answer at the last completed step.

Any grievance not answered by Management within the stipulated time limits shall be considered to have been answered in the affirmative based upon the union' relief requested; however, Management shall not establish a practice of not answering grievances.

Step 3 – Arbitration

If the grievance is not satisfactorily settled in Step 2, the Union may submit the grievance to Final and Binding Arbitration by submitting notice to the Employer within fifteen (15) calendar days of the date of receipt of answer at Step 2 and by submitting a request to the Federal Mediation and Conciliation Service (FMCS) for a list of seven (7) arbitrators, with a copy of such request delivered to the Employer. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the second step reply.

Upon receipt of the list of seven (7) arbitrators, the parties shall meet to select an arbitrator within fourteen (14) calendar days from the date the list is received. Prior to striking, either party shall have the option to reject the list of names provided by the FMCS and request another list. Each party may make only one (1) rejection. The parties shall use the alternate strike method from the list of seven (7) arbitrators submitted to the parties by the FMCS. The party requesting the arbitration shall be the first to strike a name from the list, then the other party shall strike a name and alternate in this manner until one name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. All procedures relative to the hearing shall be accordance with the rules and regulations of the FMCS.

The arbitrator shall hold the arbitration promptly and issue his decision within a reasonable time thereafter. The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of those specific articles and/or sections of this Agreement in question. The arbitrator's decision shall be consistent with applicable law.

The arbitrator shall not have the authority to add to, subtract from, modify, change and/or alter any provision of this Agreement; nor add to, subtract from or modify the language therein arriving at his determination on any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not submitted to him or to submit observations or declarations of opinions which are not directly essential to reaching a decision on the issue in question.

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous Agreement, grievance or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the Employer received written notice of appeal from the answer of the Engineer in Step 1.

Section 11.6 Written Grievance Content

The written grievance shall be submitted on the grievance form attached as Appendix A, and shall contain the following information:

- A. Aggrieved employee's name;
- B. Aggrieved employee's classification;
- C. Name of the employee's immediate supervisor;
- D. Date and time of the incident giving rise to the grievance;
- E. Date and time the grievance was first discussed;
- F. Date grievance was filed in writing at Step 1;
- G. A statement as to the specific Articles and Section of the Agreement violated.
- H. A brief statement of the facts involved in the grievance; and
- I. The remedy requested to resolve the grievance.

Section 11.7 Time Limitations

The time limitations provided for in this Article may be extended by mutual written agreement between the Employer and the Union, ~~working calendar~~ days, as used in this Article, shall not include Saturdays, Sundays or holidays.

Section 11.8 Grievance Step Process

Each grievance shall be processed in the following manner:

Step 1 -- Human Resource Manager

An employee having a grievance will first bring that written complaint, within ~~seven (7) calendar days~~ ⁶ working days of the employee's knowledge of incident giving rise to the grievance, to the attention of the human resource manager or designee. All grievances must be written. The human resource manager, within five (5) ~~working calendar~~ ⁶ working days of receipt of a written grievance, shall hold a formal meeting between himself and the employee and/or Union representative filing the grievance. Prior to this meeting taking place, the human resource manager shall make a complete and thorough investigation of all the allegations contained in the grievance. Within five (5) ~~working calendar~~ ⁶ working days after meeting with the employee and/or Union, the human resource manager shall provide the employee and Union representative with his written response to the grievance. The human resource manager will also make a recommendation to the Engineer. If the employee is not satisfied with the written response received from the human resource manager, the employee or Union may within ~~seven (7) calendar days~~ ⁶ working days pursue the grievance to Step 2 of the procedure.

Step 2 -- Engineer

The Engineer ~~or designee~~ ⁶ within ~~seven (7) calendar days~~ ⁶ working days of receipt of a written grievance, shall hold a formal meeting with the employee filing the grievance. Prior to this meeting taking place, the Engineer ~~or designee~~ shall make a complete and thorough investigation of all the allegations contained in the grievance. Within ~~fourteen (14) calendar days~~ ¹⁰ working days after the meeting, the Engineer ~~or designee~~ shall provide the employee and Union representatives in attendance with his written response to the grievance.

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The decision of the arbitrator shall be final and binding upon the Union the employee and the Employer. Any cost involved in obtaining the list of arbitrators shall be equally divided between Employer and the Union. All costs directly related to the services of the arbitrator shall be shared equally by the parties. Expenses of any non-employee witnesses shall be borne by the party calling the witness. The fees of court reporters 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.

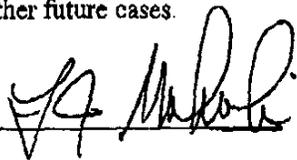
Any employee may have one (1) employee Union representative accompany him in Step 1 and up to two (2) employee Union representatives at Step 2 and one (1) non-employee Union official. The employee may have two (2) employee Union officials accompany him to Step 3, in addition to any non-employee Union officials. Employee representatives and grievant will lose no straight-time pay as a result of meetings with the Employer or Arbitrator at any step of the grievance procedure. Witnesses shall be paid by the party calling them. Up to two (2) employee witnesses shall be paid by the employer, additional witnesses may be paid provided the Union shows the need for their testimony prior to the hearing.

Where an employee does not elect to be represented by the Union at any step of the grievance procedure excluding Step 3, the Union shall have the right to be present at any grievance meeting without intervening. All grievances presented under such circumstances shall be resolved consistent with the terms and provisions of this Agreement.

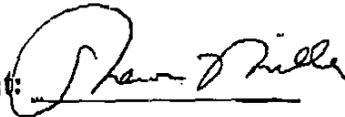
The Employer shall provide a list of supervisors and department heads and areas of jurisdiction in processing grievances and any changes thereto upon the execution of this Agreement.

At any time the Union may withdraw an active grievance without precedent for other future cases.

Union:



Management:



Date Signed: 1-13-11

**ARTICLE 14
VACANCIES, PROMOTIONS AND TRANSFERS**

Section 14.1 Notice of Vacancy

Whenever the Employer determines that a permanent vacancy exists in the bargaining unit, or new job classification is created and included in the bargaining unit, a notice of such vacancy shall be posted on the employee's bulletin board for ten (10) calendar days. During the posted period, anyone wishing to apply for the vacant position shall do so by submitting a written application to the Employer through the Human Resource Manager. The written application is attached herein as Appendix B-1. The Employer shall not be obligated to consider any applications submitted after the posting date or who do not meet the minimum qualifications for the job.

The "Notice of Vacancy" shall contain the following information:

- A. Classification and position.
- B. Facility where the vacancy exists, if known.
- C. Division and the immediate supervisor.
- D. Pay range and base wage.
- E. Qualifications for the job as established and consistently applied by the Engineer.
- F. A brief description of the job duties.
- G. Effective date and expiration date of the posting.

For employees who may be on vacation, sick leave or other authorized leave of absence and during such absences a vacancy is posted, the Engineer shall consider and accept such bids, provided such employee submits a bid or application for a vacancy that may exist, or for any job the employee wishes to bid on for future consideration by the Engineer before leaving on such authorized absences.

Section 14.2 Promotion Defined

The term "promotion", for the purpose of this Agreement, shall mean the act of placing an individual in a position within the bargaining unit which carries a higher salary range than that previously held.

Section 14.3 Factors for Promotion

All timely filed applications shall be reviewed based on the following criteria to determine if the applicant(s) possess the minimum qualifications:

- A. Work History
 - 1. Past performance in present job
 - 2. Aptitude and/or familiarity with the required duties of the new position.
 - 3. Disciplinary record.
 - 4. Attendance record.

- B. Education Background and Experience
 - 1. Outside training and experience.
 - 2. Inside training and experience

C. Physical and Medical Capability.

D. Seniority.

The Engineer shall develop a written test for any promotional position(s) that have been determined to require a test. An outline shall be given to all applicants who have applied for the position at least ten (10) calendar days before the time of taking the written test. The outline shall concern only those topics pertaining to said test, only outlined topics, and study material shall be applicable for test. Also, the Engineer may require a skill assessment evaluation (i.e. equipment operation) to determine a candidate's ability to perform tasks associated with the open position(s).

If two (2) or more employees have bid and meet the minimum qualifications and are substantially equal, as determined by the Employer in meeting the criteria outlined above, then seniority shall govern in the awarding of the position.

Section 14.4 List of "3" Applicants

All qualified applicants shall be interviewed prior to the selection being made. A list of the top three (3) qualified applicants shall be made and the Engineer shall make the final selection from said list. The Employer shall select from those employees possessing the maximum educational and experience qualifications when filling the position. If two (2) or more employees have bid on a vacant position and have considerably equal ability as determined by the criteria above, the employee with the most seniority shall be awarded the position. If the position becomes vacant for any reason within six (6) months of the selection, then the Engineer shall fill the vacancy from the remaining two (2) employees on the final list.

Section 14.5 Notification

Once the selection of the final list of three (3) has been made, the Employer will notify all remaining applicants and the Union President, or his designee of the selection.

Section 14.6 Temporary Vacancy

Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a vacant position for thirty (30) calendar days pending the filling of the vacancy on a permanent basis. Such temporary filling shall not be construed as a preference or a priority for filling the permanent vacancy. In the event the permanent position is not filled within thirty (30) calendar days, then the Employer shall rotate the temporary filling when practical. When the Engineer determines that a permanent vacancy exists per Section 14.1, then he shall attempt to fill said position within six (6) months.

Section 14.7 Lateral Transfers Applicants

The employer shall award first to those applicants who are in the same classification requesting lateral transfer (Appendix B-2).

For purposes of this Article, a lateral transfer shall be defined as a transfer within the same department with the same rate of pay or a voluntary transfer within the department to a lower rate of pay.

Employer reserves the right to make lateral transfers for organizational efficiency, the Union shall be given the written notification of such transfers, at least seven (7) calendar days in advance, except in cases of unusual circumstances.

Section 14.8 Compensation of New Position

The position shall be awarded to the individual who best meets the criteria outlined in Section 14.3. If an employee is selected, he shall be compensated at the appropriate rate of pay for the new position immediately upon appointment.

Employees who are bidding down shall have their salary reduced to the appropriate rate upon transfer to the new position. Unless approved by the Engineer employees are not eligible to transfer positions during any probationary period they are on.

An employee may not transfer more than one (1) time in a six (6) month period. Except for new hires on their probationary period, qualified employees are eligible to bid on any promotional position.

Section 14.9 Job Vacancy

If no employee is qualified for the position or no employee submits a bid for the position, the Employer shall fill the position from an eligible list, if one exists, or provisionally from those applicants outside the agency. If a vacancy is not filled from inside or outside within six (6) months, then the Employer shall repost the position pursuant to Section 14.1.

Section 14.10 Probation Period

The policy of the Employer is to promote senior employees whenever practical. An employee who is awarded a promotional vacancy shall be given a ninety (90) calendar day probationary period and adequate supervision and training to enable the employee to qualify for the position on a permanent basis. If the employee fails to satisfactorily perform the duties of the position, he shall be returned to his former position and pay rate any time prior to the ninety-first (91) calendar day in the position with all entitled seniority accruals in prior position.

Section 14.11 Notice for Entry Level Transfers

Entry level positions are Highway Worker I, Bridge Worker I, Traffic Worker I, Mechanic I and Garage Utility I. Prior to the employment of any entry level employees, or the establishment of a permanent transfer position, the Employer shall give the Union President or his designee seven (7) calendar days advance notice and post said notice on

Change

all employee bulletin boards. The Employer will give current bargaining unit employees with the highest hours accrued seniority precedent to transfer into those areas.

Section 14.12 Lateral Transfers

For purposes of this Article, a lateral transfer shall be defined as a transfer within the same classification with the same rate of pay, a transfer to a different classification at the same rate of pay, or a voluntary transfer to a lower classification at a lower rate of pay.

Employer reserves the right to make lateral transfers for organizational efficiency; the Union shall be given the written notification of such transfers, at least seven (7) calendar days in advance, except in cases of unusual circumstances.

Section 14.12 14.13 Notice of Postings, Promotions or Transfers

The Union President, or his designee, shall receive a copy of all job postings and job awards for promotions and lateral transfers.

Union: [Signature]

Management: [Signature]

Date Signed: 1-13-11

UNION PROPOSAL
AFSCME LOCAL 2198
STARK COUNTY ENGINEER

[Handwritten signature] 1-13-11
[Handwritten signature] 1-13-11

APPENDIX B-0 2

LATERAL TRANSFER

Date _____

I request a lateral transfer from _____ at _____
to _____ at _____

Signed: _____

ARTICLE 17
HOURS OF WORK/OVERTIME

Section 17.1 General

This Article is intended to define the hours of work per day or per week in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal work day or work week for the purpose of promoting efficiency or improving services; from establishing the work schedules of employees; or establishing part-time positions.

Such restructuring shall not be done in an arbitrary manner, or for the purpose of avoiding the payment of overtime, except as stated under Section 8 herein. This Article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or per week.

Section 17.2 Standard Work Week

The standard work week for all full-time employees covered by the terms of this Agreement shall be forty (40) hours, with five (5) consecutive days of eight (8) hours starting 7:30 AM on Monday and ending 4:00 PM on Friday. For the computation of pay and overtime purposes, exclusive of a one-half (1/2) hour lunch period per day, the work week shall be computed between 12:01 AM on Thursday of each calendar week and at 12 o'clock midnight the following Wednesday. When the employer permanently changes the

Section 17.5 Time Clocks & Start Time

Time clocks shall be maintained by the Engineer at all of the Engineer's stations/facilities. All employees shall be required to punch in at the start of the work day and the ending of the work day and employees who are not assigned to the field during lunch time shall punch in and out at lunch time if they leave the premises.

Employees reporting late to work, failing to clock in or report off prior to the start of their regularly scheduled work shift shall be subject to a pay reduction according to the following schedule:

- (1) minute to (5) minutes - no loss of pay.
- (6) minutes to (15) minutes - (15) minutes loss of pay.
- (16) minutes to (30) minutes - (30) minutes loss of pay.
- (31) minutes to (45) minutes - (45) minutes loss of pay.
- (46) minutes to (60) minutes - (60) minutes loss of pay and in *15 min intervals thereafter*

*T.A. 1-13-11
OK
John Thies
1-13-11*

Section 17.6 Overtime Pay

When an employee is required by the Employer to work more than forty (40) hours in a work week, as defined in Section 17.2 above, he shall be paid overtime for all time worked in excess of forty (40) hours. Overtime pay shall be paid at the rate of (1.5) times the employee's regular hourly rate of pay. Overtime pay shall be paid at the rate of two (2) times the employee's rate of pay for hours worked on a recognized holiday. Vacation time, holiday time and sick leave shall be considered time worked for purposes of overtime computation. Only hours actually worked in a work period or pre-approved vacation, holiday, sick leave or compensatory time shall be considered hours worked in the work period for the purpose of determining overtime eligibility payment.

~~Compensatory time must be approved by the Supervisor and scheduled in accordance with the workload requirements of the individual work unit. In the event the Supervisor denies the employee's request to utilize compensatory time, that time shall be converted to cash. The compensatory time must be taken between the periods of April 15th to November 15th of each contract year.~~

*T.A.
1-13-11
OK
John Thies
1-13-11*

Section 17.7 Compensatory Time

~~Compensatory time shall be defined as regular time not utilized or payment for authorized overtime worked. Compensatory time shall be calculated at the rate of (1.5) times the employee's regular hourly rate of pay. Compensatory time shall be calculated at the rate of two (2) times the employee's regular hourly rate of pay for hours worked on a recognized holiday. Vacation time, holiday time and sick leave shall be considered time worked for purposes of overtime computation. Only hours actually worked during a work period or pre-approved vacation, holiday, sick leave or compensatory time shall be considered hours worked during the work period for the purpose of determining compensatory time eligibility awards.~~

~~Any employee may accumulate a maximum number of two hundred (200) compensatory hours based upon a maximum of one hundred (100) overtime hours worked.~~

The compensatory time must be taken between the periods of April 15th to November 15th of each contract year. Use of compensatory time earned must be scheduled and approved in the same manner as vacation time. In the event the Supervisor denies the employee's request to utilize compensatory time, that time shall be converted to a cash payment in the pay period corresponding to November 15th.

(or any compensatory balance otherwise

remains

Section 17.78 Overtime Guidelines

The opportunity to work shall be distributed and rotated as equally as practical among eligible employees in the same job classification and same work station/facility starting with the employee with the least number of overtime hours previously offered or worked provided the employee is qualified to perform the specific overtime work required. When the employer determines that an emergency and/or unusual circumstance exists, the employer may offer overtime to qualified bargaining unit employees outside the classification/facility. Overtime may initially be refused but if a sufficient number of employees do not voluntarily accept, then, the Employer shall assign overtime to employees within the same classification within the same station/facility and in reverse order of seniority. Such employees must work the overtime when assigned.

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The Employer shall post an overtime roster once each month indicating the total hours offered and/or worked by each employee. If any employee establishes, through the grievance procedure, that he has not received his fair share of overtime opportunities, such employees shall receive preference for future overtime assignments for which he is qualified. It is agreed where special skills are required employees possessing such skills will be assigned to the overtime work involved.

Section 17.8 Primary & Secondary Snow Control Lists

During the period of November 15th to April 15th, each year, the Employer shall establish a primary and secondary snow and ice control operators' list and on-call list for each work station. When the employer determines that due to adverse weather conditions, employees will be needed for snow and ice control duties, then, the employer may place employees on on-call duty pursuant to this section. The Employer may, during this period, due to heavy snow and ice periods, establish additional shifts and other starting and quitting times from what has been established and practiced in order to provide services to the public within the jurisdiction of the Engineer. The primary list shall include all employees whose normal job duties include regular snow and ice removal duties. The secondary list shall be composed of employee volunteers who are determined by the Engineer to be qualified to work such duties. All employees on the primary list shall be offered their maximum working hours, if the work is available, before going to the secondary list employees. The on-call list shall be comprised of all eligible primary and secondary list employees, mechanics and such other support personnel as are needed for snow and ice control operations.

Employees may volunteer for on-call periods. The employer shall notify employees as well in advance as practical as to the dates that the employee will be on-call. Employees who are required to remain on call will be supplied with electronic equipment

(maintained by the employer) so they can be reached at all times and must be able to arrive at the employer's premises/station facility within a reasonable time not to exceed one hour after being called in for work. Failure to comply with these requirements will result in an appropriate disciplinary action. An employee assigned to on-call status may trade days with an employee who is determined to be qualified by the employer, with reasonable notice and approval of the on-call supervisor. An assigned employee trading days is responsible for furnishing the substitute employee with the electronic equipment assigned to such employee.

Employees on vacation, sick leave, funeral leave or other authorized leave shall not be assigned to on-call status. The primary list and secondary list shall be considered one list for on-call purposes. Each station facility shall operate from its own on-call list. Secondary list employees shall be assigned to the on-call assignments out of the main garage normally. No employee shall be required to be on call more than three (3) consecutive calendar days in a seven (7) calendar day period.

An employee's pay shall be supplemented with an additional \$15.00 per day for each day they are required to be on-call.

Employees on the primary list shall be first assigned to snow and ice control outside normal work hours except when on-call employees are sufficient to cover the operations. When no employees on the primary list are available for such work due to any reason employees from the secondary list shall be assigned initially, with the most senior employees assigned first. The on-call list shall be comprised of all primary and secondary list employees.

Overtime for snow and ice control shall be equalized separately for the primary and secondary under such conditions established under Section 7 herein.

Qualified non-bargaining unit personnel shall not participate in snow control operations until there are no qualified bargaining unit personnel remaining on the primary/secondary and on-call lists. Unless no full-time employee is available; casual, seasonal, part-time and student employees shall not be called in or assigned overtime work of bargaining unit employees. A new employee or an employee who has been transferred or promoted or placed under snow and ice crews, and who has become eligible for overtime, shall be charged with the highest number of charged overtime hours in their classification, and the employee's name shall be placed on the overtime list accordingly.

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Section 17.9 Overtime & Regular Work Shift

Bargaining unit employees, who are called in to work on an overtime status and the overtime carries into their normal work day, shall not be denied their regular shift to avoid the payment of overtime.

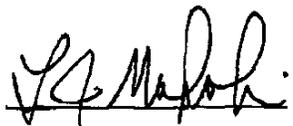
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Section 17.10 Maximum Working Hours

The purpose of this policy is to insure that no Stark County Engineer employee operates equipment on public roads for snow removal or other hazardous work for more than

sixteen (16) consecutive hours. It is in the interest of safety to the public and the employees that the following guidelines are adhered to. Furthermore, any employee who claims fatigue after working extended hours shall be relieved from duty regardless of the length of time on duty.

- a. No employee shall be permitted to work more than sixteen (16) hours in any twenty-four (24) hour period. Employees having worked sixteen (16) hours continuously shall then be given at least eight (8) hours off duty. Employees will not be paid for resting or sleeping at any County facility. Employees shall not work more than twelve (12) hours in a twenty-four (24) hour period on a holiday or weekend.
- b. If it is necessary for work efforts to continue past forty-eight (48) consecutive hours due to a winter storm, officially declared an emergency, or other situation, the supervisor should then reschedule employees on rotating shifts of twelve (12) hours on duty and twelve (12) hours off duty until conditions permit returning to a normal schedule.
- c. Employees shall be relieved after they have worked sixteen (16) consecutive hours. If this time falls within a scheduled shift, these employees shall be sent home. After eight (8) consecutive hours off duty, then the employee will again be eligible for snow and ice control duties.
- d. Any deviation from this policy must have the approval of the Stark County Engineer.

Union: 

Management: _____

Date Signed: 1.13.11

UNION PROPOSAL
AFSCME LOCAL 2198
STARK COUNTY ENGINEER

ARTICLE 31 UNIFORMS / TOOLS

Section 31.2 Tool Allowance

All mechanics shall be given a ~~four hundred and seventy-five dollar (\$475)~~ tool allowance in of year one of the contract, ~~five hundred dollars (\$500)~~ in the second year of the contract and ~~five hundred and twenty-five dollars (\$525)~~ in the third year of the contract. ~~five hundred and fifty dollars (\$550)~~ the first year, ~~five hundred and seventy-five dollars (\$575)~~ the second year, and ~~six hundred dollars (\$600)~~ the third year.

1-13-11 *[Signature]*

1-13-11 *[Signature]*

APPENDIX F

Examples of Offenses and Progressive Disciplinary Procedures

Offense	Oral	Written	1-5 Days	6-30 Days	Demotion/ Termination
Class One:					
Failure to follow established safety precautions	X	X	*	*	*

Class Two					
* A Class One offense that leads to a suspension of time			X	X	X
Failure to maintain satisfactory and harmonious working relationships with the public and/or employees	X	X	X	X	X
Horseplay or loafing	X	X	X	X	X
Use of profane/abusive language	X	X	X	X	X
Habitual tardiness or failure to observe assigned work hours		X	X	X	X
Negligent or improper use of equipment or property (at-fault accident)		X	X	X	X
Defacing county property		X	X	X	X
Use abuse of sick leave		X	X	X	X
Sleeping while on duty		X	X	X	X
Willful violation of written rules, regulations or policies		X	X	X	X
Leaving work without authorization		X	X	X	X
Insubordination or refusal to accept a reasonable and proper assignment from an authorized supervisor		X	X	X	X
Unauthorized use of county property			X	X	X
Class Three					
Trespassing on the home of any County Official, County Employee or student employee for the purpose of harassing or forcing dialog or discussion with the occupants.					X
Guilty of gross misconduct					X
Sexual harassment					X
Failure to pass an alcohol or drug test required by federal or state law or regulation.					X
Reporting to work under the influence of alcohol and/or illegal drugs.					X
Drinking alcoholic beverages on the job.					X
Acceptance of gifts in exchange for favors or influence.					X
Fighting.					X
Conviction of a felony.					X
Refusal to submit to an alcohol or drug test required by federal or state law or regulation.					X
Using or selling illegal drugs on the job					X
Stealing					X
Unauthorized possession of firearms or lethal weapons on the job.					X
Willful acts that would endanger the lives or property of others.					X

NOTE: The employer based upon extenuating circumstances may reduce the proposed discipline at his discretion

APPENDIX "C"
STARK COUNTY COMMISSIONERS

110 CENTRAL PLAZA SOUTH SUITE 240 CANTON, OHIO 44702

BENEFITS BULLETIN

TO: Participants in the Stark County Commissioners Health Care Plan
 FROM: Carol Hayn, Benefits Coordinator (ext. 7179)
 DATE: September 8, 2010
 SUBJECT: **Health Plan Benefit Changes for 2011**

Medical Benefits. Deductible and Out-of-Pocket amounts for our PPO medical plan have not changed since the plan's inception in 2000. Over the years, health care costs have risen dramatically, with the effect that plan participants are paying an ever-decreasing percentage of the cost. The following schedule of changes has therefore been approved by the Board of Commissioners for implementation on the effective dates illustrated below.

<i>Current Benefits</i>	<u>Network</u>		<u>Non-Network</u>	
	Single	Family	Single	Family
Deductibles	\$ 100	\$ 200	\$ 100	\$ 200
Coinsurance Limit	<u>\$ 500</u>	<u>\$ 1,000</u>	<u>\$ 1,000</u>	<u>\$ 2,000</u>
Out-of-Pocket Maximum	\$ 600	\$ 1,200	\$ 1,100	\$ 2,200

<i>New Benefits</i>	<u>Network</u>		<u>Non-Network</u>	
	Single	Family	Single	Family
2011				
Deductibles	\$ 150	\$ 300	\$ 150	\$ 300
Coinsurance Limit	<u>\$ 600</u>	<u>\$ 1,200</u>	<u>\$ 1,200</u>	<u>\$ 2,400</u>
Out-of-Pocket Maximum	\$ 750	\$ 1,500	\$ 1,350	\$ 2,700
2012				
Deductibles	\$ 200	\$ 400	\$ 200	\$ 400
Coinsurance Limit	<u>\$ 700</u>	<u>\$ 1,400</u>	<u>\$ 1,400</u>	<u>\$ 2,800</u>
Out-of-Pocket Maximum	\$ 900	\$ 1,800	\$ 1,600	\$ 3,200
2013				
Deductibles	\$ 250	\$ 500	\$ 250	\$ 500
Coinsurance Limit	<u>\$ 800</u>	<u>\$ 1,600</u>	<u>\$ 1,600</u>	<u>\$ 3,200</u>
Out-of-Pocket Maximum	\$ 1,050	\$ 2,100	\$ 1,850	\$ 3,700

Prescription Benefits. Co-Pays for our prescriptions have remained unchanged for many years. Costs have increased significantly, especially for brand-name drugs. Participants are therefore paying an ever-decreasing percentage of the total. To encourage use of less costly generics, the Board has therefore approved an increase in co-pays for brand-name drugs.

<i>Current Benefits</i>	<u>Retail</u>		<u>Mail-Order</u>	
	Generic	Brand	Generic	Brand
Co-Pay per Prescription	\$ 5.00	\$ 15.00	\$ 10.00	\$ 25.00

<i>New Benefits</i>	<u>Retail</u>		<u>Mail-Order</u>	
	Generic	Brand	Generic	Brand
Co-Pay per Prescription	\$ 5.00	\$ 25.00	\$ 10.00	\$ 45.00

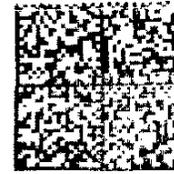
APPENDIX "b"

REVENUE AND EXPENDITURES FOR ANNUAL REPORTS						
	2010		2009		2008	
REVENUE						
License Plate Fee	\$7,508,806.00	47.89%	\$7,419,290.00	50.05%	\$7,623,187.00	49.13%
Permissive Fee	\$3,824,847.00	24.39%	\$3,746,406.00	25.27%	\$3,495,382.00	22.52%
Gasoline Fee	\$2,366,745.00	15.09%	\$2,331,703.00	15.73%	\$2,415,819.00	15.57%
Intergovernmental Funding	\$1,835,530.00	11.71%	\$1,174,973.00	7.93%	\$1,699,010.00	10.95%
Inv. Income and Misc Fines/Fees	\$144,657.00	0.92%	\$151,240.00	1.02%	\$284,429.00	1.83%
Total Revenues	\$15,680,585.00	100.00%	\$14,823,612.00	100.00%	\$15,517,827.00	100.00%
EXPENDITURES						
Capital Outlay (Proj/Equip & Veh)	\$4,750,956.00	30.99%	\$3,401,155.00	24.51%	\$3,727,330.00	25.90%
Supplies and Materials	\$2,198,725.00	14.34%	\$1,708,804.00	12.31%	\$2,174,541.00	15.11%
Payroll	\$5,063,823.00	33.03%	\$5,224,193.00	37.65%	\$5,277,717.00	36.68%
Employee Benefits	\$2,179,201.00	14.22%	\$2,521,623.00	18.17%	\$2,278,320.00	15.83%
Contract Services & Misc	\$1,136,735.00	7.42%	\$1,021,162.00	7.36%	\$931,648.00	6.47%
Total Expenditures	\$15,329,440.00	100.00%	\$13,876,937.00	100.00%	\$14,389,556.00	100.00%

2007	
\$7,790,962.33	63.48%
\$1,216,691.81	9.91%
\$2,396,839.15	19.53%
\$710,601.82	5.79%
\$158,756.48	1.29%
\$12,273,851.59	100.00%
\$2,603,848.73	21.63%
\$1,442,256.88	11.98%
\$5,257,900.83	43.69%
\$1,969,624.84	16.36%
\$762,065.08	6.33%
\$12,035,696.36	100.00%



FIRST CLASS



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03/19/2011

Rated From 44114

US POSTAGE

Cleveland State University



Cleveland-Marshall College of Law
2121 Euclid Avenue, LB 138
Cleveland, Ohio 44115-2214

Ruben

Mary E. Laurent
Administrative Assistant
SERB Bureau of Mediation
65 East State Street, 12th Floor
Columbus, OH 43215-4213