

STATE OF OHIO

STATE EMPLOYMENT RELATIONS BOARD

In the Matter of Fact-Finding Between:)	
)	
United Automobile, Aerospace and Agricultural)	12-MED-08-0722
Implement Workers of America (UAW) and the)	
Lucas County Sheriff's Office Non-Command)	
Officers Unit of its Affiliated Local 3056)	
)	
And)	
)	Fact Finder:
Lucas County Sheriff's Office)	John T. Meredith

**FINDINGS, OPINION AND RECOMMENDATIONS
ISSUED JUNE 6, 2013**

INTRODUCTION

The parties to this Fact-Finding proceeding are the UAW and its Local 3056 (“the Union”) and the Lucas County Sheriff's Office (the “Employer”). The bargaining unit, referred to generally as the “Non-Command Unit,” consists of “all full-time Clerk Typists, Clerk I, Clerk II, Dispatcher/Clerk III, Maintenance (Sanitation) Workers, Counselors, Processor Servers, Deputy Sheriffs and Corrections Officers” employed by the Sheriff. “Regular part-time employees” also are included. The parties' current Agreement runs from January 1, 2012 through December 31, 2014. However, Article XXIII, Section 9 of the Agreement provides for a reopener. It states: “This collective bargaining agreement is subject to full economic reopeners at the intervals of six (6), eighteen (18) and thirty (30) months.”

After some delay, the parties commenced negotiation under the first reopener in August 2012, one month after the projected effective date for any agreed changes. They

agreed to and implemented one change regarding pay-down of compensatory time balances in the Fall of 2012. When they were unable to resolve any other issues, they initiated fact finding. By letter dated February 25, 2012, SERB appointed the undersigned to serve as Fact Finder.

The parties agreed to submit the following issues to fact finding: rates of pay; full economic reopener; uniform and maintenance allowance; law enforcement service factor; miscellaneous – parking; longevity; sick leave. The Sheriff proposes an additional issue, labeled “contingent workforce.” The Union objects, arguing that this issue is beyond the scope of the reopener and thus not an impasse issue subject to fact finding.

Hearings were held on April 30 and May 14, 2013. Witnesses testified, and the parties and their advocates also presented arguments and numerous documentary exhibits. Appearing on behalf of the Union were: Joseph Rioux, International Representative, UAW Region 2-B; Patrick Mangold, Local 3056 President; Ralph Green, UAW Local 3056 Vice President; Priscilla Fletcher, UAW Local 3056 Bargaining Unit Chair (second day only); and bargaining committee members Jenna Krusich, Javier Martinez, Reginald Arrington, Jessica Samudio, Brian Kennedy, and Willie Carpenter. Appearing for the Sheriff were: Brenda Meyer, Assistant Prosecuting Attorney; Kevin Helminski, Director of Operations/Finance, LCSO; Kelly Roberts, Director, Office of Management and Budget; Kelleigh Decker, Budget Manager, Office of Management & Budget; Peter Usvagi, Chief of Public Policy and Legislation and Cpt. Dan Atkinson of the Sheriff's Office. Sheriff John Tharp and Brian Cunningham, Director, County Personnel Department, attended the first hearing day only.

The Fact Finder has evaluated the proposals and evidence submitted by the parties. His recommendations for resolving each issue are fully explained in the

Recommendations Section of this Report, infra. In making his recommendations, the Fact Finder has given consideration to the following criteria prescribed by the Ohio Collective Bargaining Law and listed in SERB Rule 4117-09-05:

- (1) Past collective bargaining agreements, if any, between the parties.
- (2) Comparison of the unresolved issues relative to the employees in the bargaining unit with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved.
- (3) 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.
- (4) The lawful authority of the public employer.
- (5) Any stipulations of the parties.
- (6) Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in determination of issues submitted to mutually agreed-upon dispute settlement procedures in the public service or in private employment.

“Other factors” referenced in criterion no. 6 may include the desirability of consistent and equitable treatment of the various groups of the public employer's employees.

FINDINGS OF FACT

A. County Financial and Demographic Profile

Lucas County encompasses a predominantly urban area of Northwest Ohio. It includes the City of Toledo and a portion of the Toledo metropolitan area. With a population of approximately 411,000, it is the sixth most populous county in Ohio. The Toledo metropolitan area has many commercial and industrial properties, though some of its significant commercial and industrial property is located to the south of the city in

adjacent Wood County. Examples include a large Chrysler/Jeep assembly plant and the headquarters of OI (formerly Owens Illinois), which relocated from Toledo to Perrysburg.

Lucas County employs approximately 2,392 full-time employees. About 523 of these are employed by the Sheriff's Department, including approximately 406-415 employees in the non-command bargaining unit represented by UAW Local 3506. The Sheriff's Department receives 81% of its funding from the County's General Fund. Thus, its ability to pay its employees is largely dependent on the availability of General Fund revenue.

Lucas County General Fund receipts reached \$144 million in 2007 and 2008, and were supplemented by beginning balances of \$29 and \$28 million respectively. General Fund expenditures in 2007 and 2008 slightly exceeded receipts at \$145 and \$146 million. Thereafter, the recession led to a significant decline in General Fund receipts, as sales tax, property tax and Local Government Fund receipts all dropped. The situation was compounded by a continuing decline in interest rates, which caused an almost 90% reduction in the County's interest revenue from 2001 to 2012. The County responded to these pressures with expenditure cutbacks, especially in 2009 – 2011. These reductions included cuts in employee compensation and other concessions from employees throughout the County, including the Sheriff's employees. As a result, County General Fund expenses in 2011 and 2012 were just under \$125 million, more than \$20 million below their peak level. (Exhibit E-16)

Lucas County is now gradually recovering from the recession, and the County projects a \$1,121,511 increase in sales tax revenue in 2013. Also, for the first time the County will benefit from a full year of casino revenue. However, these projected increases will be more than offset by reduced receipts from other sources, including Local

Government Fund distributions from the state (down \$1,215,392) and property tax (down \$1,559,954 due to a reappraisal which lowered county property values). The County currently predicts that necessary expenditures will exceed 2013 General Fund receipts. This will cause a reduction in the County's unencumbered year-end balance to a predicted \$18,174,704, still a bit above its 12% year-end balance target. (Exhibits E-1 through E-9, E-16.)

From this it appears that the County is not in financial crisis. However, its receipts have not recovered enough to support significant additional expenditure commitments.

B. The County's Workforce – Other Settlements

The Sheriff's employees are not the only unionized workers in the County. The Children's Services Board has almost 400 union-represented employees, and Job and Family Services has approximately 300 in its main bargaining unit. There are a number of smaller units with anywhere from 9 employees (911 operators) to 75 or more employees (Technical Services and Child Support Enforcement).

Although some negotiations for 2013 are still in progress, settlements to date for 2013 generally do not provide for percentage wage increases. Rather, the developing pattern is for lump-sum bonus payments equal to \$1000 for full-time employees. In one case – Children's Services Board – the bonus was split, with \$500 being payable in 2013 and another \$500 in 2014. Further, each of these contracts has included a concession, either in the form of decreased vacation carryover or reduction in the sick leave payment upon retirement.

The one exception to this pattern is a 3-year contract negotiated with the County Engineer's employees in 2011. That contract provides for 1% wage increases in 2011,

2012 and 2013. The County considers this contract an outlier, in part because the Engineer's employees are not paid primarily from the General Fund. Also, in exchange for the 1% increases, the Engineer's contract established a new 2-tier wage scale, with 10% lower wages for new employees.

C. The Operational Study and the Proposed New Jail

Both parties presented testimony concerning a September 2012 report entitled “Sheriff's Office Staffing Analysis and Operational Review,” (hereinafter “the Report”). The Report is the product of a study which was overseen by outside expert consultants and which included participation by County administrators and Sheriff's Office employees at all levels.

Most of the Report's recommendations relate to general operational issues and do not directly impact the issues submitted to the Fact Finder. However, several recommendations and concerns expressed about the jail facility are necessary background for evaluating the Employer's “contingent workforce” proposal. Specifically, the Report recommends filling rosters to reduce overtime and exploring the increased use of part-time employees. Moreover, the Report strongly criticizes the adequacy of the current jail facility. In the Executive Summary, it states:

The Corrections Division has experienced many changes in recent years. None of the perceived changes with the *inmate population* make it easier to manage the inmates – more violence, more gangs, less respect for staff. Caring for the inmate population has become more difficult as well in light of the increase in suicide risks, poor health, increase in inmates with mental health problems, and increase in substance abuse. Crowding challenges many aspects of jail operations. Jail occupancy consistently exceed capacity. Many inmates are forced to sleep in temporary beds on the floor in housing unit dayrooms.

The existing jail facility is poorly designed. Compared to other jail designs, the Lucas County jail requires more staff for basic operations. For example, a 450-bed jail in Indiana, recently evaluated by the National Institute of Corrections (NIC), requires 42% fewer staff for basic inmate supervision and facility security.

Compared to the Indiana facility, Lucas County spends \$2.9 million more for a comparable inmate population because of its inefficient design.

(Exh. E-17)

In response, the County is now considering construction of a new jail facility. A final decision on whether to go forward with this plan is expected in October 2013..

RECOMMENDATIONS

1. Contingent Workforce – Article VII, Section 9

The Employer's Proposal: Currently, staffing shortages caused by casual short-term absences are covered by bargaining unit employees on overtime. Article VII, Section 9 spells out in detail a five-step process for assigning the overtime work to a specific employee. The Employer now proposes to change this by adding the following sentence to Section 9: “As an exception to the above, when recall for a corrections officer is required, it will be offered to contingent corrections officers first.”

The Employer's rationale begins with the recognized need to reduce overtime costs. While this could be done by adding full-time bargaining unit employees, the Employer asserts this is not appropriate under current conditions. Specifically, it notes that a new jail, if constructed, may substantially reduce future staffing needs. Thus, full-time corrections officers hired now would have to be laid off when the jail is completed. Because of contractual layoff benefits, this would be expensive, and hiring more full-time staff now would be a costly and inefficient way to deal with the overtime problem. A better solution, it suggests, would be to have a contingent workforce cover overtime needs. At this time, there is no contingent workforce, and the written proposal does not elaborate on the “contingent workforce” concept. Apparently, the contingent workforce

would consist of part-time and perhaps casual non-bargaining unit contingent employees who would be available as needed to cover short-term absences. An Employer witness estimated that sixty to ninety such employees would be needed, and represented that they would receive the same training as regular corrections officers. Presumably their compensation/benefits would be less, and they would not be eligible for layoff benefits. (But for these assumptions, the projected long-term savings would not be attained.)

Employer witnesses conceded that there would be no immediate savings in 2013, as hiring and training costs would offset any savings from reduced overtime hours worked by the bargaining unit. Also, the Employer did not present any comparability data in support of its proposal – that is, there was no evidence presented as to whether any other Ohio Sheriff successfully utilizes “contingent corrections workers” in the manner proposed.

The Union Position: The Union vehemently opposes the contingent workforce plan. First, it states that the proposal is beyond the scope of the reopener and thus not properly before the Fact Finder. It is not, in the Union's view, an economic issue suitable for an “economic reopener.” The Union further argues that the contingent workforce proposal would implicitly violate and/or require modification of the Recognition clause, and notes that the scope of a certified bargaining unit is not a mandatory subject of bargaining and not subject to impasse procedures. Finally, it notes that, if the contingent workers were included in the bargaining unit as “regular part-time employees,” numerous provisions of the Agreement would have to be modified – a process clearly not contemplated by the reopener.

Second, even if the Fact Finder has jurisdiction to consider the proposal, the Union would have substantive objections to it. Without a contingent workforce, the work

at issue would be performed by current bargaining unit employees on overtime or by new full-time bargaining unit members hired to increase staff and reduce overtime needs. Either way, the bargaining unit would suffer an economic loss if the work were transferred to non-union contingent workers. This is unacceptable to the Union both in principle and because of the economic consequences to bargaining unit members.

Analysis: The first question is whether the contingent workforce proposal is within the scope of the Agreement's "full economic reopener." The reopener language was proposed by the Employer and awarded by a Conciliator during negotiations for the current Agreement. The issue is whether the phrase "full economic reopener" is broad enough to include the Employer's contingent workforce proposal.

On the one hand, the word "economic" clearly was intended to limit the scope of the reopener by excluding issues without direct economic impact. On the other, addition of the word "full" implies a broader than usual scope for an economic reopener. Both parties presented testimony as to their subjective understanding of the meaning of "full economic reopener." Union witnesses stated it referred to specific traditional economic issues that the parties have discussed in economic reopeners in the past. The Employer's witnesses countered that "full economic reopener" was intended to include any item with an economic impact, not just traditional "economic" items such as wages, insurance, vacation, holidays and other economic benefits. Unfortunately, it does not appear that the parties clearly communicated their different understandings of the language to each other during negotiations.

However, the Employer's Pre-Hearing Statement, considered by the Conciliator and served on the Union before the conciliation hearing, is instructive. Explaining the proposal, it states: "While most of the issues listed above have been subject to annual

reopeners in recent years, this proposal will include not only the listed issues, but will be a full economic reopener.” It then goes on to mention the operational review of the Sheriff's Office scheduled for early 2012, and the need to be able to respond to recommendations made as a result of the review. It states: “Because it is impossible to anticipate the outcome of the review, it is necessary to have a full economic reopener available to the parties to permit the parties to consider options that may be recommended during the review. Both parties retain all rights to negotiate any recommended changes that have economic impact and retain all contractual and statutory dispute resolution procedures as part of the full economic reopeners.” As this was available to the Union and considered by the Conciliator, it is the best guide for interpreting the meaning of the “full economic reopener” language.

At first glance, the Employer's proposal seems to fall within this broad view of the economic reopener. It is “economic” - the Employer's motive is to reduce overtime costs, and contingent workers would have an adverse economic effect on bargaining unit members. Although the Report resulting from the operational review of the Sheriff's Office did not mention a “contingent workforce,” it did refer to considering expanded use of part-time employees and reducing overtime costs.

However, the proposal does not withstand closer scrutiny. Implicitly if not explicitly, it necessarily involves other “non-economic” provisions of the Agreement which are not covered by the reopener. The Recognition clause of the Agreement, Article I, Section 1, not only lists full-time job classifications included in the certified bargaining unit, but also addresses the issue of part-time employees. It states: “The parties of this Agreement agree that part-time employees can be utilized as mutually agreed upon by the parties. Regular part-time employees will be included in the

bargaining unit.” Thus, if the new “contingent employees” are deemed to be “regular part-time employees,” they would become bargaining unit members, and the parties would have to address the impact of numerous other provisions of the Agreement on them. This clearly is beyond the scope of the “economic” reopener. Alternatively, the contingent workers might be deemed casual employees. As such, they would not be covered by the Recognition clause, but they would still be “part-time employees” subject to the Article I, Section 1 restriction on part-time employee utilization, to wit: “part-time employees can be utilized as mutually agreed by the parties.” This phrase clearly requires actual agreement of the parties before use of part-time employees to perform bargaining unit work, and it would not be appropriate for a fact finder or conciliator to order transfer of unit work to part-time, casual, non-unit workers during the term of the Agreement. Whether this is a jurisdictional limit on the fact finder's authority, or a substantive objection to the Employer's proposal may be debatable, but in either case it is dispositive of the issue. The “contingent workforce” proposal must be rejected.

RECOMMENDATION: Retain current language of Article VII, Section 9.

2. Full Economic Reopener – Article XXIII, Section 9

Positions of the Parties: The Agreement now provides for three full economic reopeners for changes to be effective July 1, 2012, July 1, 2013 and July 1, 2014. The purposes, as stated in the presentation to the conciliator who approved the reopener provision, were: (1) to permit negotiations of economic changes after consideration of the Report on Sheriff's operations and staffing, which was then expected in the Spring of 2012, and (2) thereafter to permit refinement of any agreed changes in July 2013 and July 2014 after the parties had gained experience working with them. (Exh. E-28, Employer's December 2011 Pre-Hearing Statement, Case 11-MED-10-1584) However,

the Report was delayed. As a result, negotiations for the July 1, 2012 reopener did not commence until August 2012, and they remain unsettled – indeed, they will remain unresolved until settled by this fact-finding report or a subsequent conciliation award.

In view of these delays, the Sheriff proposes that the reopener for July 1, 2013 be dropped from the Agreement, and that the final reopener be moved up from July 1, 2014 to January 1, 2014. The terms recommended in this Fact Finding would cover the period July 1, 2012 through December 31, 2013. The Union has continued to propose wages effective July 1, 2012, with another wage reopener for July 1, 2013, less than one month from the issue date of this Report.

Analysis: The Fact Finder agrees with the Employer's position. At this late date, a separate reopener for July 1, 2013 simply makes no sense, and would not effectuate the original intent of the Agreement's reopener provision.

RECOMMENDATION: Revise Article XXIII, Section 9 to state: “This collective bargaining agreement is subject to full economic reopeners at the intervals of six (6) and twenty-four (24) months.”

3. Rates of Pay – Article XXVI, Section 1

Positions of the Parties: The Union proposes a 2.0% increase effective retroactive to July 1, 2012, with reopeners for wages to be effective July 1, 2013 and July 1, 2014. In support, it argues that its members have not had a wage increase since 2008 and made substantial mid-term concessions during the recession in 2010-2011. During this period, average wage increases for other Ohio police bargaining units exceeded 1.0%. The Union also notes that Lucas County's other collective bargaining settlements provide for either a wage increase or a lump sum bonus in 2013.

The Employer opposes any wage increase and a wage reopener before January

2014. Instead, it offers a \$1000 lump sum payment contingent on agreement to its “contingent worker” proposal. The \$1000 lump sum would be the only additional compensation until the January 1, 2014 reopener. In support of its position, the Employer argues that County revenues are not increasing and therefore it cannot reasonably make a commitment to paying higher wages on an ongoing basis. To date, the pattern of settlement in the County in 2012 and 2013 is for a \$1000 lump sum bonus for union employees, and the bonus has generally been accompanied by concessions in either sick leave payout or vacation accrual. Only the 55 employees of the County Engineer have obtained a percentage wage increase since 2011. The increases in that contract – 1% effective May 2011, May 2012 and May 2013 – were tied to establishment of a two-tier wage scale. Moreover, the County Engineer is not dependent on General Fund revenue to finance its operation. Therefore, the Engineer's wage increases should not be precedent for other County settlements.

Analysis: While the County is not experiencing a fiscal crisis, it still is projecting some decline in receipts, see pages 4-5, supra. Therefore, it is not in a position to commit to ongoing increases in compensation costs. However, it does have sufficient cash to make a \$1000 lump sum payment without serious adverse impact on the level of services or reduction of the projected year-end General Fund balance below target levels. This conclusion does not depend on acceptance of the Employer's contingent workforce proposal, as the Employer concedes this would not generate savings in 2013 and thus would not provide funds to pay the bonus. Finally, a \$1000 lump sum bonus payment would be consistent with what appears to be an emerging pattern in the County's settlements with other bargaining units.

RECOMMENDATION: No percentage wage increase for July 1, 2012 – December 31, 2013. Full-time employees will receive a \$1000 lump sum payment. Reopener for January 1, 2014. Article XXVI, Section 1 should be revised to state:

Section 1. Rates of Pay

Rates of pay for Lucas County Sheriff's Office employees covered by this Agreement are set forth in Appendix A, which is attached hereto and hereby made a part of this Agreement. Twenty-four months into the Agreement there will be a wage reopener subject to the full economic reopener contained in Article XXIII, Section 9.

Effective July 1, 2012: There will be a zero percent (0%) wage increase. Employees will receive a \$1,000 lump sum payment.

Effective January 1, 2014: Wage reopener per full economic reopener in Article XXII, Section 9.

4. Sick Leave Accumulation – Article XII, Section 2

Positions of the Parties: Currently employees with ten or more years of service at the time of retirement are entitled to be paid 65% of the value of their accrued but unused sick leave credit. The Employer proposes to reduce this payout to 25%, capped at ¼ of 960 hours, the same as the statutory minimum. It argues that the current 65% uncapped significantly exceeds the payments for most County employees. Further, this year, the County has reduced 33% payments for many employees to 25%, in some cases as a quid pro quo for paying a \$1000 lump sum bonus.

The Union argues for maintaining the current provision. It acknowledges that 65% exceeds the amount paid to most County employees, but states that this reflects past negotiation trades and an arbitration award.

Analysis: The 65% now paid is out of line with the benefit paid to other County employees. Past arbitration awards and other unique bargaining history account for some but not all of the difference. The need to maintain some parity among a public employer's

various employee groups dictates that some reduction should be made, commensurate with the reductions recently negotiated with or imposed on other County employee groups. However, in order to give fair notice to employees who may now be considering retirement, the effective date of any reduction should be delayed.

RECOMMENDATION: Reduce current 65% sick leave payment to 55%, effective December 31, 2013. Add the following sentence at the end of the first paragraph of Article XII, Section 2: “Effective on December 31, 2013, the 65% payment provided herein shall be reduced to 55% of the value of the employee's accrued but unused sick leave.”

5. Uniform & Maintenance Allowance - Article XVIII, Section 1

Positions of the Parties: Currently, the Agreement provides a \$680 annual uniform maintenance allowance. The Union proposes maintaining this without change. The Employer proposes eliminating the uniform maintenance allowance for 2013 to save money (estimated at \$276,080/year), unless the Fact Finder recommends its contingent workforce proposal.

Analysis: The Fact Finder recommends no change in the uniform maintenance allowance. The County is in a tight financial situation due to reductions in some revenue sources. However, there is no short-term fiscal crisis of the sort that would necessitate elimination of long-standing negotiated benefits such as the uniform maintenance allowance. Rejection of the Employer's contingent workforce proposal is not relevant, as that would not have resulted in cost savings in 2013 anyway.

RECOMMENDATION: Retain current uniform maintenance allowance; no change in Article XVIII, Section 1.

6. Law Enforcement Service Factor – Article XXIII, Section 2

The Agreement now provides for an annual \$320 “law enforcement service factor” payment. The negotiated benefit has been in the Agreement for 25 years. The Union proposes to retain it. The Employer proposes eliminating it in 2013 in order to save an estimated \$129,920 in annual costs, unless the Fact Finder recommends its contingent workforce proposal.

Analysis: The Fact Finder recommends no change in the “law enforcement service factor.” The rationale for retaining this provision is exactly the same as the rationale for retaining the uniform maintenance allowance, see Section 5, supra.

RECOMMENDATION: Retain current law enforcement service factor; no change in Article XXIII, Section 2.

7. Parking – Article XXIII, Section 7

Positions of the Parties: Currently the Agreement provides a \$100 annual parking reimbursement for employees who are unable to park their vehicles without cost while on duty. It primarily affects Correction Center employees. The Union proposes to increase the reimbursement amount to \$276 – the minimum annual parking charge for lots convenient to the Corrections Center. It notes that the current \$100 reimbursement has not been increased since 2003. The Employer objects to this proposal and further proposes suspending the \$100 reimbursement for 2013 as a cost cutting measure.

Analysis: The Employer has not shown financial need sufficient to justify cutting the relatively inexpensive parking reimbursement. The Union, on the other hand, has established that the \$100 is not sufficient to cover current parking costs. While the \$100 reimbursement may never have been intended to fully reimburse employee parking expenses, it is fair to assume that parking expenses have increased since the \$100 amount

was established ten years ago. Therefore, some adjustment to the contractual parking reimbursement is warranted.

RECOMMENDATION: Raise parking reimbursement from \$100/year to \$135/year. Revise Article XXIII, Section 7 to state:

Employees who are not able to park their vehicles at no cost while they are on duty for the Employer shall be reimbursed annually \$135 for parking expenses. The parking reimbursement shall be issued each year during the first pay period of December, provided the employee who seeks reimbursement under this provision provides the Employer by the first pay period in November each year with an affidavit of need which indicates the employee has spent at least \$135 during the calendar year on parking expenses directly attributed to the employee's work schedule with the Employer.

8. Longevity Pay – Proposed New Appendix

Positions of the Parties: Currently, unit employees do not receive longevity pay in addition to their base pay. The Union proposes adding a new longevity premium equal to 1 cent per hour times years of service after the sixth year, and increasing to 2, 3 and 4 cents per hour after the twelfth, eighteenth and twenty-first years, respectively. The Union's rationale is the same as its rationale for its proposed wage increase, summarized at page 12, supra. Also, it notes that longevity pay is a common benefit for employees of Ohio sheriffs. The Employer opposes this proposal as an unwarranted increased cost item. (The estimated additional annual cost at current rates would be \$145,000.)

Analysis: The Fact Finder recommends against adding a longevity pay provision. Although the County is not in a fiscal crisis, it continues to experience reduced income, due in significant part to reductions in state support and lower property tax collections. It is not, therefore, in a position to commit to new ongoing expenses at this time.

RECOMMENDATION: A longevity pay provision should not be added to the Agreement.

INCORPORATION OF AGREEMENTS

The agreements reached by the parties prior to conclusion of this Fact Finding proceeding are incorporated by reference and made part of this Report.

These Findings and Recommendations are issued this 6th day of June, 2013.

Shaker Heights, Ohio s/John T. Meredith
John T. Meredith, Fact Finder

CERTIFICATE OF SERVICE

This is to certify that the foregoing Report was electronically filed with the State Employment Relations Board and electronically served upon the parties by e-mailing same to their representatives, listed below, this 6th day of June, 2013.

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