

I. PROCEDURAL BACKGROUND

This matter came on for hearing on January 9, 2015, before Jonathan I. Klein, appointed as fact-finder pursuant to Ohio Revised Code Section 4117.14, and Ohio Administrative Code Section 4117-9-05, on November 7, 2014. The hearing was conducted between the Athens County Engineer (“Employer”), and AFSCME, Ohio Council 8, AFL-CIO and Local 103 (“Union”), at 16000 Canaanville Road, Athens, Ohio 45701. The Union is currently the sole and exclusive bargaining representative for full-time and part-time permanent employees in the classifications of body shop worker; building and custodian maintenance worker; equipment operators I, II and III; equipment service worker; highway maintenance workers I and II; mechanic; and welder. (2011-2014 Collective Bargaining Agreement). The bargaining unit is comprised of approximately 18 employees. (Employer Position Statement).

As of the fact-finding hearing, the open proposals dealt with the following articles:

1. Article 12 - Hours of Work & Overtime
2. Article 24 - Subcontracting and Part-Time Employees
3. Article 29 - Insurance
4. Article 31 - Wages

The fact-finder incorporates by reference into this Report and Recommendations all tentative agreements between the parties relative to the current negotiations, and any provision of the current collective bargaining agreement not otherwise modified during negotiations and this fact-finding process.

At hearing the parties engaged in mutual discussion over the disputed proposals from both sides. As a result of good faith negotiations, the parties reached a settlement of all outstanding issues. While the settlement reached precluded the fact-finder from any in-depth analysis of the resolutions agreed upon, based on the position statements and testimony at hearing, the settlement appears reasonable and consistent with the fact-finding criteria listed below.

II. FACT-FINDING CRITERIA

In the determination of the facts and recommendations contained herein in the absence of settlement reached by the parties, the fact-finder would have considered the applicable criteria required by Ohio Rev. Code Section 4117.14(C)(4)(e), as listed in 4117.14(G)(7)(a)-(f), and Ohio Admin. Code Section 4117-9-05(K)(1)-(6). These fact-finding criteria are enumerated in Ohio Admin. Code Section 4117-9-05(K), as follows:

- (1) Past collectively bargained 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 the determination of issues submitted to mutually agreed-upon dispute settlement procedures in the public service or in private employment.

III. FINAL RECOMMENDATIONS

ARTICLE 12 HOURS OF WORK AND OVERTIME

Article 12 shall contain the language provided in Exhibit "A," attached.

ARTICLE 24 SUBCONTRACTING AND PART-TIME EMPLOYEES

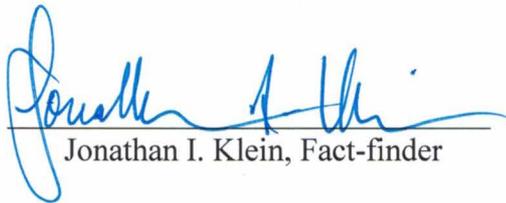
Article 24 shall contain the language provided in Exhibit "B," attached.

ARTICLE 29 INSURANCE

Article 29 shall contain the language provided in Exhibit "C" attached.

**ARTICLE 31
WAGES**

Article 12 shall contain the language provided in Exhibit "D," attached.

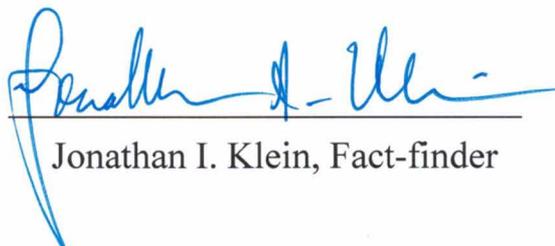


Jonathan I. Klein, Fact-finder

Dated: January 21, 2015

CERTIFICATE OF SERVICE

Originals of this Fact-finding Report and Recommendations were served on Gary W. Arnold, Staff Representative, AFSCME, Ohio Council 8, AFL-CIO at 36 South Plains Road, The Plains, Ohio 45780 (garnold@afscme8.org); John J. Krock, Vice President, Clemans, Nelson & Associates, Inc., 485 Metro Place South, Suite 200, Dublin, Ohio 43017 (Jkrock@clemansnelson.com); and upon Donald Collins, General Counsel & Administrator, Bureau of Mediation, State Employment Relations Board, 65 East State Street, 12th Floor, Columbus, Ohio 43215-4213 (donald.collins@serb.state.oh.us), each by electronic mail this 21st day of January 2015.



Jonathan I. Klein, Fact-finder

Athens County Engineer
Fact-Finding
AFSCME, Local 103

ARTICLE 12
HOURS OF WORK AND OVERTIME

SECTION 1. The work week shall be computed between 12:01 a.m. ~~Sunday~~ **Saturday** of each calendar week and ending at 12:00 midnight the following ~~Saturday~~ **Friday**. The standard work week for all full-time Bargaining Unit employees shall be forty (40) hours. The normal work week shall consist of five (5) consecutive days of eight (8) consecutive hours each day, excluding an unpaid lunch period of one-half (½) hour each day. The normal work schedule for the first shift employees shall be from 7:00 a.m. to 3:30 p.m., Monday through Friday. The Engineer may establish a different work schedule during Daylight Saving Time (DST) consisting of four (4) consecutive work days per week, Monday through Thursday, with ten (10) hours per work day from 7:00 a.m. to 5:00 p.m. The Engineer shall notify the Union five (5) days in advance of any changes in the above schedules or when, due to unusual circumstances, it is necessary to make exceptions to the above schedule.

SECTION 2. All employees are expected, as a condition of employment, to perform overtime in accordance with this Article: An employee required to work in excess of the standard work week (40 hours) in any one payroll week shall be paid for such weekly overtime at the rate of time and one-half his regular straight-time hourly rate. There shall be no pyramiding or duplication of any overtime payments.

SECTION 3. For the purpose of overtime calculation, all hours in active pay status shall be considered hours worked during that payroll week.

SECTION 4. When an employee is required, as determined by the Engineer, to work beyond his standard work week, he shall be paid in the following manner: Time actually worked shall be paid at the rate of time and one-half his regular straight-time hourly rate but in no case shall an employee receive less than two (2) hours pay at his regular straight-time hourly rate for the Special Call-Out period.

SECTION 5. If the employee elects to take compensatory time in lieu of overtime pay for any overtime worked, such compensatory time shall be computed on a time and one-half (1 1/2) basis and shall be granted by the Engineer at the appropriate hourly rate at a time mutually convenient to the employee and the Engineer; ~~within one hundred eighty (180) days after the overtime is worked.~~ Employees shall be required to provide an appropriate **written** advance notice for requested use of compensatory time. **Employees will be limited to not more than eighty (80) hours of accrued compensatory time per calendar year.**

Unless the employee indicates his desire to receive compensatory time in lieu of overtime pay prior to the end of the pay period, the overtime hours will be paid. Once the employee has designated his desire to receive compensatory time for overtime hours worked, such hours shall not be transferred back to a cash payment.

SECTION 6. No overtime or compensatory time will be paid unless it has been authorized by the appropriate supervisor.

Athens County Engineer
Fact-Finding
AFSCME, Local 103

HOURS OF WORK AND OVERTIME (continued)

SECTION 7. The Engineer will not employ part-time employees for the purpose of causing the layoff of full-time employees or reducing the work week of full-time employees.

SECTION 8. Except during emergencies as defined in this Agreement, employees shall not be required to work more than sixteen (16) hours during any one work day.

SECTION 9. OVERTIME LISTS:

- A. Section foremen shall be responsible for posting overtime lists in each work section. The lists shall be in order of seniority for the purpose of attempting to equalize overtime opportunities in that particular section.

Section Overtime List - The following work sections will maintain a list of Bargaining Unit employees assigned to that section. The section overtime lists shall be used to distribute non-prescheduled overtime.

REDTOWN SECTION #1

~~AMESVILLE SECTION #2~~

COOLVILLE SECTION #~~3~~2

ATHENS SECTION #43

NELSONVILLE SECTION #~~5~~4

~~BRIDGE SECTION #6~~

EQUIPMENT MAINTENANCE SECTION #~~7~~5

~~SPECIAL PROJECTS SECTION #8~~

The Engineer reserves the right to add to, delete, or change any of the above sections at the beginning of a pay-period.

- B. The foreman in each of these sections will make every attempt to equalize overtime opportunities within his section by calling the person or persons lowest on his section overtime list for a given overtime opportunity. A foreman may call for an employee or employees from another section if additional help is needed or if his own section employees cannot be reached. Any employee or employees working the overtime shall have the hours worked indicated on the list for his section.
- C. The section overtime lists shall be used for non-prescheduled overtime within that particular work section.

Athens County Engineer
Fact-Finding
AFSCME, Local 103

HOURS OF WORK AND OVERTIME (continued)

- D. Notwithstanding the above, overtime work required consecutive to the normal quitting time to complete a project started during regular working hours shall be assigned to those employees already working on the project without utilizing the overtime lists. Any employee working such overtime shall have the number of overtime hours worked indicated on the list for his section.
- E. In accordance with the above procedure, it is agreed that during overtime situations when two or more crews are called out, one mechanic shall be called out.
- F. Overall Classification - Seniority List. When overtime is pre-scheduled, the Engineer shall first offer the overtime to employees who are performing the highly individualized work on the project on a straight-time basis. Other tasks shall utilize the overall classification seniority list for pre-scheduled overtime.

On each occasion when an employee works overtime, he shall be accredited on the overtime rotation list with the actual number of overtime hours worked.

On each occasion when an employee refuses overtime or cannot be contacted, he shall be counted, for the purpose of determining the future overtime opportunities, with the amount of overtime accredited to those employees who responded.

When a pre-scheduled overtime opportunity occurs, the Engineer shall attempt to contact and offer the opportunity to those employees in the classification who have the least total number of overtime hours worked, refused, or missed to their credit on the overtime rotation list and who are not absent due to sick leave, vacation leave, or compensatory time. After all names on the rotation list have been called and if the required number of employees have not agreed to report for work, the Engineer may require the least senior employee(s) qualified to do the work and can be reached to report. Those employees who are required to report and refuse may be subject to discipline.

Each employee shall be required to provide the Engineer with his current address and all telephone numbers. Any changes in the employee's address or telephone numbers shall be reported to the Engineer's office immediately.

The payroll clerk shall maintain the overall classification-seniority list, and shall update it each time scheduled overtime occurs. The list shall be posted on the bulletin board in each section.

- G. Where there are errors made in the distribution of overtime opportunities, the Engineer shall attempt to correct such error by offering the affected employee the next overtime opportunity(s) in his group that the employee is qualified to perform. The affected employee will be called first until he has been offered the same number of hours as the person who was called in error.

Athens County Engineer
Fact-Finding
AFSCME, Local 103

HOURS OF WORK AND OVERTIME (continued)

FOR THE EMPLOYER:

FOR THE UNION:

Date Submitted: _____

Date Signed: _____

Athens County Engineer
Fact-Finding
AFSCME, Local 103

ARTICLE 24
SUBCONTRACTING AND PART-TIME EMPLOYEES

The Engineer will not employ part-time employees nor subcontract out work for the express purpose of causing full-time employees to be laid off.

FOR THE EMPLOYER:

FOR THE UNION:

Date Submitted: _____

Date Signed: _____

Athens County Engineer
Fact-Finding
AFSCME, Local 103

ARTICLE 29
INSURANCE

~~SECTION 1. The Engineer shall continue to provide and pay the total cost of the monthly premium for both the single and family coverage, hospitalization, and major medical insurance plans for the life of the contract. The scope of benefits under the insurance plan shall remain the same or better to those in effect as of September 2, 1993.~~

For those employees that choose insurance coverage, the Employer shall provide for both single and family coverage, hospitalization, and medical insurance plans as provided by the County Commissioners for the life of the contract. Currently the County Commissioners offered both a High Plan and a Low Plan. Bargaining unit employees will be provided the High Plan as long as it is offered by the Commissioners. The Commissioners have the right to choose all insurance carriers so long as the coverage is comparable.

~~SECTION 2. Effective September 2, 2008, the Engineer shall contribute \$69.00 per month for each full-time Bargaining Unit employee who has completed the probationary period to the AFSCME Care Plan.~~

SECTION 2. The following percentage of the monthly premium for basic and major medical insurance coverage shall be:

For monthly premiums paid after:	Employer:	Employee:
January 1, 2015	94%	6%
January 1, 2016	92%	8%
January 1, 2017	90%	10%

The employee's contribution will be deducted from their biweekly paycheck during the preceding month.

~~SECTION 23. Effective September 2, 2008, the~~ The Engineer shall contribute \$69.00 per month for each full-time Bargaining Unit employee who has completed the probationary period to the AFSCME Care Plan.

FOR THE EMPLOYER:

FOR THE UNION:

Date Submitted: _____

Date Signed: _____

Athens County Engineer
 Fact-Finding
 AFSCME, Local 103

ARTICLE 31
WAGES

~~**Section 1:** Each new hourly base wage rate shall be determined by multiplying the previous year's hourly base wage rate times the U.S. Consumer Price Index (CPI) as reported in March of each year, (not to exceed 3% nor be less than 0.5%).~~

~~For Example: The hourly base wage rate for Equipment Operator I on September 2, 2010 is \$18.29 (last contract). The CPI for March 2011 is reported as 1.0%. The hourly base wage rate for EO I on September 2, 2010 (\$18.29) times the CPI reported March 2011 (1.0%) = the new hourly base wage rate (\$18.29 x 1.01 = \$18.47) to be implemented September 2, 2011.~~

CLASSIFICATION

- Body Shop Worker
- Building & Grounds Maintenance
- Worker Equipment Operator I
- Equipment Operator II
- Equipment Operator III
- Equipment Service Worker
- Highway Maintenance Worker I
- Highway Maintenance Worker II
- Mechanic
- Welder

SECTION 1. Employees will be paid in accordance with the following wage scales:

Effective 9-1-2014 (4%)

<u>Classification</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>
<u>Truck Driver</u>	<u>15.00</u>	<u>15.67</u>	<u>16.34</u>	<u>17.01</u>
<u>Equipment Service Worker</u>	<u>16.00</u>	<u>16.83</u>	<u>17.66</u>	<u>19.27</u>
<u>Operator I</u>	<u>17.50</u>	<u>18.05</u>	<u>18.60</u>	<u>19.93</u>
<u>Operator II,</u>	<u>18.00</u>	<u>18.66</u>	<u>19.32</u>	<u>20.78</u>
<u>Mechanic</u>				
	<u>Probationary Rate</u>		<u>90 Calendar Day</u>	
<u>Operator III</u>	<u>21.50</u>		<u>22.07</u>	

Athens County Engineer
 Fact-Finding
 AFSCME, Local 103

Effective 9-1-2015 (3%)

<u>Classification</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>
<u>Truck Driver</u>	<u>15.45</u>	<u>16.14</u>	<u>16.83</u>	<u>17.52</u>
<u>Equipment Service Worker</u>	<u>16.32</u>	<u>17.17</u>	<u>18.01</u>	<u>19.28</u>
<u>Operator I</u>	<u>18.03</u>	<u>18.59</u>	<u>19.16</u>	<u>20.53</u>
<u>Operator II, Mechanic</u>	<u>18.36</u>	<u>19.03</u>	<u>19.70</u>	<u>21.40</u>
	<u>Probationary Rate</u>		<u>90 Calendar Day</u>	
<u>Operator III</u>	<u>22.15</u>		<u>22.73</u>	

Effective 9-1-2016 (2%)

<u>Classification</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>
<u>Truck Driver</u>	<u>15.76</u>	<u>16.46</u>	<u>17.17</u>	<u>17.87</u>
<u>Equipment Service Worker</u>	<u>16.65</u>	<u>17.51</u>	<u>18.37</u>	<u>19.67</u>
<u>Operator I</u>	<u>18.39</u>	<u>18.96</u>	<u>19.54</u>	<u>20.94</u>
<u>Operator II, Mechanic</u>	<u>18.73</u>	<u>19.41</u>	<u>20.09</u>	<u>21.83</u>
	<u>Probationary Rate</u>		<u>90 Calendar Day</u>	
<u>Operator III</u>	<u>22.59</u>		<u>23.18</u>	

SECTION 2. ~~All newly hired and newly promoted employees of the Athens County Engineer shall be paid at the an entry level that is fifteen percent (15%) less than the then current lowest rate paid in the for the classification to which they are assigned. The newly hired employees shall have their salary adjusted in accordance with the above schedule upon successful completion of their one hundred twenty (120) day probationary period. based upon their years of service as stated above.~~

All newly hired employees of the Athens County Engineer shall be paid at the Step A rate of the wage scale for their classification until twelve (12) months of satisfactory service are completed, unless the Engineer has exercised the right to begin the new hire at a higher step, not to exceed Step C, based upon their prior experience and/or training. Thereafter, employees shall advance to each succeeding pay step after completion of one (1) year of service in the preceding step, effective the beginning of the pay period following completion of the one (1) year.

Athens County Engineer
Fact-Finding
AFSCME, Local 103

Employees promoted to a higher classification shall be placed in the step in the new pay range that produces an increase of at least four percent (4%).

SECTION 3. In addition to the above hourly base wage rates, each Bargaining Unit employee classified as a Mechanic shall receive a \$650 per year tool replacement allowance, payable during, the first pay period in September.

SECTION 4. LONGEVITY. ~~Effective September 1, 1987, a~~All employees who have completed a minimum of five (5) years of total continuous service with the Athens County Engineer shall receive a longevity supplement in addition to their regular hourly base rate of pay at the rate of one-half percent (1/2 %) of the employee's base hourly rate of pay for each year of service. The longevity pay supplement shall be computed by multiplying the number of years of service times one-half percent (1/2 %) and multiplying that resulting percentage times the hourly base rate of pay.

- A. The longevity pay supplement shall be paid each pay period.
- B. The employee's anniversary date of hire shall be used for computing years of service and longevity rate.

SECTION 5. A \$475.00 Work Clothing Allowance for each year of Agreement, Work Clothing account at Mac's Thrifty Store in Athens, Rocky Shoes and Boots in Nelsonville, or Tractor Supply in Athens shall be established in each employee's name, for each year of the three year Agreement effective September 2 of each of the three years. This work clothing allowance includes safety toe boots that each employee is responsible to purchase and wear.

SECTION 6. The Athens County Engineer shall pay for any safety related equipment required by OSHA.

FOR THE EMPLOYER:

FOR THE UNION:

Date Submitted: _____

Date Signed: _____