

membership on October 29, 2015. The parties then agreed to submit four outstanding issues to the Fact-Finder based upon verbal and documentary evidence submitted by the parties in their pre-hearing position statements and discussions¹. The parties agreed to a November 30, 2015 end of business day deadline for the issuance of the Factfinder's report

FACTUAL BACKGROUND

The Brown County Job and Family Services administers financial and benefit assistance to those in need. The County agency also provides protective services for abused, neglected and dependent children. Brown County is located in a rural southwest Ohio area about 40 minutes east of Cincinnati. The County has a population of 44,604, and an area of 491.8 square miles. The most recent unemployment figures are at 5.1% placing it at 25th highest out of 88 counties.² There are approximately 25 employees in this newly organized AFSCME unit including full and part time Clerical Specialists (I, II, and III), Eligibility and Referral Specialists 2, Investigators I, Program Specialists and Social Services Workers II positions. The parties met to negotiate their initial contract eleven times prior to one mediation session held on October 20. A tentative agreement was reached but rejected by the union membership on October 29, 2015. At that point, the parties agreed to move forward with fact-finding. The parties presented four unresolved issues to the factfinder on November 17, 2015.

All tentative agreements made between the parties are deemed to have been incorporated herein and are adopted as part of the parties' final agreement. Those items are listed in Appendix A.

UNRESOLVED ISSUES

Based upon considerations enumerated in Ohio Revised Code 4117.14 including past collectively bargained agreements between the parties³, comparison of the issues submitted relative to other public employees doing comparable work, the interests and welfare of the public, the ability of the employer to finance and administer the issues proposed, the effect of adjustments on the normal standard of public service, the lawful authority of the Employer, other factors traditionally considered in the determination of issues submitted, the Fact-Finder makes the following recommendations:

¹ The parties actually had five outstanding issues including "Termination and Duration of the Agreement" which was resolved at the hearing.

² Statistics referenced from "Brown County", Ohio County Profile, prepared by the Office of Research, Employer Tab 8, Section 2.

³ There is no past collective bargaining agreement except an attempt in 1984 to unionize which resulted in a union rejected agreement per Employer representative.

Article 12: Hours of Work and Overtime
Article 21(or 35): Fair Share Fee
Article 23: Insurance
Article 24: Wages

Article 12: Hours of Work and Overtime:

Introduction:

The parties differ on several points in their proposals: flex time, length of breaks, method of calculating time worked for overtime eligibility, and comp time in lieu of payment for overtime. The fact finder addressed each issue and recommended language for the parties.

Union Position:

The union's position is that their proposal is closely in line with either the current personnel policies (flexible schedule and normal working hours) or they are asking for much less than what other contracts contain, notably those in Clermont and Hamilton counties.

Union Proposal:

1.) Scope

- Required 5 work day notification should the employer decide to change the existing work week. The employer must notify affected bargaining unit employees and the union; upon request of the union, bargain concerning the proposed changes.

2.) Scheduling

- The union proposes that the employer “shall” maintain its flexible scheduling policy, a bargaining unit member may select a flexible scheduling option with approval of the supervisor, and such approval may not be “unreasonably” denied.
- The union asks that the current 10 minute breaks be increased to 15 minutes, and that time be included in time worked.

3.) Necessary Overtime

- The union wants to allow for selection of comp time in lieu of pay at the rate of one and one half times pay for overtime. In addition, they want to include as time worked for overtime consideration- vacation, comp or holiday hours paid and paid administrative leave in excess of forty (40) hours per week.
- The employees propose an overtime rotation list to distribute over time equally.

- An exception to the overtime rotating list based on emergency, or when an employee or group of employees with special skills, knowledge or qualifications are needed.

Employer Position:

The Employer seeks to maintain the ability to effectively schedule the work force to service the needs of the clients of the Agency. The proposal is reflective of the current policies of the agency and Ohio Revised Code Chapter 4117.03 (A) to (C).

Employer proposal:

A.) Scope

- The employer will abide by the Fair Labor Standards Act and Ohio Revised Code 4117.03 (A) and (C)

B.) Normal Workday

- Volunteers attending a workshop or conference will only be compensated for an eight hour workday.
- Bargaining unit members who actually work over forty hours in a week will be paid at time and one half for hours actually worked over forty.

D.) Scheduling

- Management shall post weekly work schedule
- Employees may take 2 ten minute breaks with approval of supervisor

F.) Necessary Overtime

- Reasonable effort to schedule overtime when there is 72 hour notice, overtime offered to the most senior employee in classification, available and qualified.
- Maintain list of overtime worked in classification
- Once list is exhausted overtime will be offered to the person on the list with the least amount of time worked or charged

Discussion:

The Ohio Public Employees Collective Bargaining law mandates that the parties bargain the hours of work. However, it also provides management discretion with regard to other areas of scheduling and work hours.⁴ The union asks for flexible scheduling and comp time. The Employer does not have to negotiate those items. However, there is nothing in the contract that prevents management from continuing flexible schedules or instituting comp time but it is their choice. As a flexible schedule is in the Employer's policy it is the factfinder's hope that it will

⁴ ORC 4117.08 "Mandatory Subjects of Bargaining"

remain a choice for employees. At this early stage of the labor relationship additional issues can be bargained into the contract in the future.

The bargaining unit is protected under the FLSA as to payment for overtime. Issues do arise regarding overtime, conferences, and workshops so it is prudent to address that situation in the contract language. The definitions of time worked have been set forth in the FLSA and subsequently refined through the courts. The Employer will have to be in compliance with federal and state laws. If not, the bargaining unit may file a complaint with the Federal Wage and Hour Division or bring a grievance. Either way there is sufficient protection for the union membership through this contract and the law.

The factfinder considers a 72 hour notice excessive for overtime and recommends reducing that to 24 hours. In a small agency, 24 hours is adequate notice and time to call out employees on an overtime rotating basis. It should also be sufficient notice for an employee to accept or reject the overtime. Since the Employer will administer the overtime rotation list and is liable for mistakes, it is best to use their proposed language. But the overtime list, should be zeroed out each January 1, as the union proposed. This allows for adjustments which may have occurred through the year such as changes in position or personal circumstances which may affect the ability of an employee to accept overtime.

After a review of comparable counties' (Adams and Pike) language for hours of work and overtime, the factfinder notes that those comparable counties included two fifteen minute breaks in the workday. Other counties such as Clermont and Hamilton also have 15 minute breaks.⁵ Therefore, the union proposal was included in the language.

At the hearing, the Employer expressed concern about an overtime rotation that would restrict who may perform the work. For example, if an individual had to catch up on their caseload it makes no sense to have someone else perform that work because they are at the top of the list. The union proposal addressed that concern and included language for those situations. The factfinder recommended that their language be included.

Recommendation:

The fact finder determined that a combination of the proposals of the parties would be easier to administer, lawful, and reflect comparable statistics. She recommends the following language for "Hours of Work and Overtime":

⁵ Adams and Pike Counties' language for Hours of Work, Employer Tab- 8, Sections 1 and 6 respectively. Union Tab 4, Clermont and Hamilton Counties' Hours of Work language.

Recommended Language:

Article 12: Hours of Work and Overtime

A. Scope.

This Article defines the normal hours of work and shall not be construed as a guarantee of hours of work per day, or per week, or of days of work per week, except that Bargaining Unit Members will be compensated for all hours they are required to work. Management will determine the normal work schedule, normal workday and week.

The Brown County Job and Family Services Department will abide by the Fair Labor Standards Act and Ohio Revised Code Section 4111.03(A) to (C).

B. Normal Workday

The normal workday for full-time bargaining unit members shall be eight (8) hours of work and sixteen (16) hours of rest in a twenty four hour period. All Bargaining Unit members shall perform work for the number of hours they are compensated. A bargaining unit member who volunteers, shall not receive payment for more than eight (8) hours per day while attending any work related conference or meeting.

Bargaining unit Members who actually work over forty (40) hours in a seven (7) day work period will be paid at time and one half (1 ½) for all hours actually worked over forty hours under FLSA (29 USC107).

C. Normal Work Pattern.

The normal work pattern for full time bargaining unit members shall be five (5) days in a calendar week (Sunday being the last day of the week) with two (2) days of rest. For part time employees, the normal work pattern shall be less than eight (8) hours in a day or less than five (5) days per week.

D. Scheduling

1. The normal work day shall begin at 8:00 a.m. and end at 4:45 p.m., with a forty five minute unpaid lunch between 11:30 a.m. to 1:30 p.m. Supervisors will notify their employees of their lunch schedule. All employees are responsible for scheduling their eight (8) hours of work so appointments and clients are served during the 9:00 a.m. to 3:30 p.m. core time each day.

2. Management shall cause the weekly schedule to be posted for the Bargaining Unit Members each week in an agreed upon place.

3. With the permission of his/her supervisor, a bargaining unit member may take a fifteen (15) minute break between the hours of 9:00 a.m. and 10 a.m. and another fifteen (15) minute break between the hours of 2:00 p.m. and 3:00 p.m.

E. Absenteeism

1. Whenever a Bargaining Unit Member has just cause for reporting late or absenting him/herself from work, he/she shall, when practical, give notice as far in advance as possible to his or her supervisor or other person designated to receive such notice.
2. Any Bargaining unit member who is absent from work shall give notice to his/her supervisor or the Director as far in advance as possible of the date of his or her return to work so that Management can rearrange the schedules and assignments for any Bargaining Unit Member who has been temporarily filling the job.
3. Should a Bargaining Unit Member not have just cause for his/her absence or for his/her failure to give notice, he/she shall be subject to discipline.

F. Necessary Overtime

1. All Bargaining Unit Members may be required to work overtime to accomplish the Brown County Department of Job and Family Services mission and task as Directed by the Ohio Revised Code and Federal regulations.

2. No Bargaining Unit Member will be required to work more than sixteen (16) hours continuously, unless:

- a.) no other qualified Bargaining Unit Member is available, and or
- b.) an emergency situation or natural disaster exists.
- c.) the work will be completed within a short time beyond the sixteen (16) hours

3. Management will make a reasonable effort to schedule authorized overtime by the Director where it is possible for the manager to have at least 24 hours' notice of the need for overtime.

Overtime work will be offered initially to the most senior employee in the classification where the work needs to be performed, and are available and qualified to perform the work, except, in case of emergency or when a particular employee or group of employees with special skills, knowledge or qualifications is needed. The Employer will maintain a list of overtime worked by classification. Once the initial list has been exhausted overtime opportunities will be offered to the individual in the classification, where the overtime is to be worked, who has the least amount of overtime hours worked or charged.

Beginning the first full pay period in January, the overtime list will reset at zero.

Article 21 (or Article 35) Fair Share Fee

Union Position:

The union position is to be able to deduct a fair share fee from those employees who

have not joined the union. Since they must still represent the individual(s) they contend they should be able to collect "a fair share" fee for their representation and bargaining efforts. Of the 25 employees eligible to join the union, there were initially eight 8 who chose not to sign a card. As of the November 17 hearing, that number had been reduced to one or 96% union membership.

Employer Position:

The Employer responds that it is the union's responsibility to convince those individuals who elect not to join the union to do so. They should not have to collect money from those individuals who choose not to belong.

Discussion:

This bargaining unit does not have a big problem with non-members as there is only one person of the 25, who has not joined. It is an issue that can be bargained in future contracts. The factfinder recommends that the current TA on Article 21 Dues Deduction and Union Security be accepted.

Article 23 Hospitalization

Employer Position:

The Employer position is that an 80% employer /20% employee split is the affordable rate for the agency and in line with other public employers, specifically other similar counties, Adams, Clinton, Highland and Pike ⁶ The current payments for Brown County JFS are at 90% employer / 10 % employee.

Employer Proposal:

- 80% employer/ 20% employee share of the cost.

Union Position:

The Union argued that they should be provided the same insurance as all of the other Brown County employees. They stated they are willing to increase the percentage they pay for their medical premium to 85%/15% but want a gradual increase over the life of the contract.

Union Proposal:

- A three year progression to 85%/15% payment for Healthcare. First year of the contract,

⁶ Employer Exhibit Tab-5, Section 3, "Fact-finding Comparables Hospitalization and Insurance".

the split remains at 90%/10%, Second year would be at 87.5%/ 12.5% beginning November 1, 2017 and in the third year move to 85%/15% split on November 1, 2018.

- Maintain a \$ 10, 000 AD and D policy in conjunction with the hospitalization policy
- Continue payment for waiver of coverage

Discussion:

The Employer argues that the bargaining unit should now pay 20% of the healthcare premium where they had been paying 10%. In support of that argument they offer an Exhibit showing the five most similar counties having an 80/20 split.⁷ On the other hand, the Union argues that a doubling of the premium payment with little increase in wages for the last five years will cause an undue harm to the employees. They entered the Brown County Sheriffs 2015 Fact-finding report in which Factfinder Szuter indicated that he could find no evidence of comparable employees paying an 80/20 split for health care.⁸ His recommendation was to have the Brown County Sheriffs pay 85%-15% share of hospitalization.

Both parties submitted the "SERB 23rd Annual Report for the Cost of Health Insurance for the Public Sector". This report shows a state wide average employee contribution percentage for counties under 50,000 population at 14.5% for single and 16.6 % for family plans. This average does not include those plans that have no employee contribution.⁹

The Factfinder recommendation took into consideration all of the above and the current state of wages at Brown County. Brown County has the lowest starting wage for a case worker (discussed below), while the comparable counties cited by the Employer are higher. Wage increase averages for the last few years for counties under 50,000 are slightly below 2% per year. In contrast, Brown County has not received consistent wage increases for the last 5 years. A doubling of the healthcare premium for Brown County Job and Family Services this year would cause undue harm to the employees and their families. A gradual increase helps employees adjust to the change over time.

Furthermore, to assist the parties to keep costs down, containment measures are vital. The factfinder recommends retaining the waiver language, which provides a payment to employees who can obtain medical coverage elsewhere. This saves Brown County thousands of dollars per employee. The employee must regularly provide proof

⁷ Employer Tab 5, Factfinding Comparables

⁸ Union Tab 4, p.5

⁹ Employer Tab 8, Section 6, Union Tab 4, p. 13

that they have healthcare coverage through another plan. In addition, the parties should work together to develop any other cost saving plans.

The union proposes a notice for changes in the plan, it is not unreasonable to provide notice to the union when material changes are made to the medical insurance plan as the union can assist with communication of those changes to the employees.

Recommended Language:

The factfinder recommends the language for a three year gradual increase to an 85%/15% split, continuation of the waiver of coverage payment, and the life and disability insurances. The Employer is to give reasonable prior notification to the union of all material changes to the benefits.

Recommended Language:

Article 23: Hospitalization Insurance

- A. The County shall continue to try to make available to bargaining unit members and their eligible dependents substantially similar group health and hospitalization insurance coverage and benefits as existed in the County's conventional insurance plan immediately prior to the signing of this Agreement.

The County reserves the right to change or provide alternate insurance carriers, health maintenance organizations, or benefit levels or to self-insure as it deems appropriate for any form or portion of insurance coverage referred to in this Article, so long as the new coverage and benefits are substantially similar to the conventional insurance which predated this Agreement.

The County will not be responsible for changes unilaterally imposed by an insurance provider in benefits, co-payment provisions or deductibles so long as the County uses its best efforts to minimize changes by incumbent insurance providers from one plan year to another.

During the term of this Agreement, if changes to the benefit insurance policies provided by the County are instituted for employees not covered by this Agreement, the County agrees to additionally grant those changes to Local 1792 bargaining unit members.

Should the group and hospitalization insurance coverage and benefits change, the Employer will give reasonable notification to the union prior to their implementation.

- B. In accordance with this agreement, the County shall pay up to the stated percentage toward the monthly premium of a single or family hospitalization, surgical, major medical plan.

- 1. The Brown County Department of Job and Family Services will pay the same amount on behalf of the bargaining unit members as paid for by other County General Fund employees, except that the Employer shall contribute a minimum of ninety percent (90%) of the established monthly premium and

eligible bargaining unit employees shall contribute ten (10%) until November 30, 2016. Beginning December 1, 2016 the Employer shall contribute eighty seven point five percent (87.5%) of the established monthly premium and eligible bargaining unit members shall contribute twelve point five percent (12.5 %) until November 30, 2017. Beginning December 1, 2017 the Employer shall contribute eighty five percent (85.0%) of the established monthly premium and eligible bargaining unit employees shall contribute fifteen percent (15%) for the duration of the contract.

2. Employees have the option of enrolling in the County dental and vision insurance plans by making direct arrangements with the County Auditor's office.
 3. The Employer shall provide a fifteen thousand dollar (\$15,000) life insurance plan provided under the hospitalization carrier at no cost to the employee.
 4. The Brown County Department of Job and Family Services will continue to provide a ten thousand (\$10,000) AD and D policy in conjunction with the hospitalization policy at no cost to the employee.
- C. The parties agree to study and institute cost containment measures relative to Insurance coverage so long as the basic level of insurance benefits remains substantially similar to current coverage which may include but not be limited to:
- a. mandatory second opinions for elective surgery
 - b. pre-admission and continuing admission review
 - c. scheduling of admissions except in emergency situations
 - d. outpatient elective surgery for certain designated surgical procedures
 - e. Employees who are eligible for the County's health insurance but waive coverage shall receive the same payment they currently received, for as long as they continue to waive the coverage. Employees will be required to show proof of health insurance coverage to be eligible for payment.
- D. The extent of coverage under the insurance policies referred to in this Agreement shall be governed by the terms and conditions set forth in said policies or plans or benefits there under shall be resolved in accordance with the terms and conditions set forth in said policies or plans and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Employer, nor shall such failure be considered a breach by the Employer of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve any Insurance carrier(s) or plan administrator(s) from any liability it may have to the Employer, bargaining unit member or beneficiary of any bargaining unit member.

Article 24 Wages

Union Position:

The union proposes a 3% raise in each year of the three year agreement. They argued that the County Finance Director, Sherry Durbin stated in a negotiations session that she has budgeted a 3% increase for all three of those years.¹⁰ They also offered a 2015 fact finding report from the Brown County Sheriffs' department.¹¹ This showed an agreed upon wage increase of about 7% over the life of the contract including a small signing bonus of \$230.00 per bargaining unit member.

Employer's Position:

Management's position is to freeze step increases and base wage raises for the first year of the contract; with wage re-openers in both the second and third years of the contract. They argue that they cannot afford any raise for the employees at this time as the allocations are "flat lined". Mr. Sharp explained that Brown County is funded through a "random moment method" and is subject to state and federal cuts. In response to the union's contention that the Finance Director budgeted a 3% increase per employee, the Employer responded that the budgeted increase is not for raises only but "personnel costs". The representatives did not deny that the Finance Director told the parties that there was money allotted for increases. Finally, they urged the fact finder to compare wages only with other counties with similar populations, fewer resources and lower median incomes, like Brown County. Mr. Cross also indicated that the Brown County Sheriffs' Department negotiated a "me too" clause in their contract.

Discussion:

The factfinder reviewed wages in light of the criteria set forth in ORC 4117.14. There is no bargaining history for this group as this is their first contract. The wage history shows that they received 0% in 2010, a lump sum in 2011, lump sum in 2012, 4% increase in 2013, 0% in 2014 and 0% through 2015. The County Finance Director (per bargaining notes) indicated that there was a 3% increase budgeted for personnel.¹² She also told the group that there was over \$200,000 being transferred out of the JFS Budget that could be used for increases.¹³ Mr.

¹⁰ Union Tab 4, p.2 , Bargaining Notes July 9,2015

¹¹ Union Tab 4, p.1, Brown County Sheriffs' Fact-finding Report

¹² Union Tab 4, p. 4 , "Brown County JFS Negotiation Notes, July 19, 2015

¹³ Union Tab 4, p. 5 Brown County Budget supplied by Durbin

Sharp disputed that and stated that funding allocations were determined through "Random Moment Sampling" and those allocations per Mr. Sharp are flat lined.¹⁴

The employer entered an exhibit which showed starting pay for caseworkers, number of steps and retention levels for 20 Ohio counties. This is significant because caseworkers represent 16 of the 25 Brown County JFS employees. Selecting comparable counties as discussed above, Adams, Clinton and Highland, the starting pay for caseworkers is above that of Brown County. The average of those three is \$14.81, which is .66 cents over the 14.15 that Brown county employees receive or 4.7%. The average starting pay for all 20 counties is also higher, \$14.94 which is .79 cents over Brown or 5.6%.¹⁵

The Factfinder determined that all 88 Ohio counties are funded by the "Random Moment Sample", methodology¹⁶ unless they have additional money from levies for Children's Services or other programs. The factfinder does not have levy information for the comparable counties. All Ohio counties would be affected by any cuts in the state or federal budgets. Likewise, other counties would have increased costs associated with the "heroin problem" mentioned by Director Sharp. Yet according to Management Exhibit #3, the other comparable counties (Adams, Clinton, and Highland) pay their beginning case workers at least 4% more in starting pay as discussed above.

Recommendation:

Based on consideration of the totality of the evidence presented, the fact finder proposes a 2% increase in 2015 to begin the first full pay period in December, a 2% raise the first full pay period in December, 2016 and a 2% increase in the first pay period of December, 2017. In addition, each bargaining unit member should receive a signing bonus of \$230.00 the first full pay period after the parties approve and sign the contract.

Step increases should take place as normal in the three years of the contract.

The factfinder leaves it to the Employer to develop the wage charts. This recommendation should not trigger the "me too" with the Sheriff's Department employees and also takes into consideration the possibility that the finance director intended the 3% to be for "personnel costs" and not just wage increases, thus the 2% per year raises.

¹⁴ Employer Tab 9, OJFSDA State Budget Overview 2016/2017

¹⁵ Management Exhibit 3, Caseload size, Starting Pay, Steps for caseworkers in 20 Ohio Counties.

¹⁶ Ohio Department of Job and Family Services, "Random Moment Sample Manual", p. 1

Language:

Article 24 Wages:

A. Current Wage Rates are set forth in Appendix A of this agreement and shall have the following adjustments for each year of the contract:

2% increase on all base wages the first day of the first full pay period in December, 2015 upon the signing of the contract.

2% increase on all base wages the first full pay period of December, 2016

2% increase on all base wages the first full pay period of December, 2017

In addition, a \$230 one time only signing bonus should be paid to each bargaining unit member the first pay period after the contract is approved and signed by the parties.

B. Bargaining unit members shall be hired at Step 1 of the pay scale set forth in Appendix A of this Agreement, whichever is applicable. Upon completion of their probation, they shall be placed at Step 2 and shall proceed to the succeeding Step annually and thereafter. Subsequent step increases shall occur on the bargaining unit member's anniversary date of completion of probation until he/she has reached the top of the pay range. The method of movement through the steps shall be the same for bargaining unit members hired prior to April 1, 1984. Bargaining unit members who are promoted shall be placed in the next succeeding step of their new job which provides him/her with a minimum of a four per cent (4%) increase in wage promotion, and shall advance through the remaining steps (if any) in accordance with this section.

C. Beginning the first day of the pay period within which the bargaining unit members complete five (5) years of total service with the Employer, each bargaining unit member shall receive an automatic salary adjustment equivalent to two and one half percent (2.5%) of the classification salary base to the nearest whole cent. Each bargaining unit member shall receive thereafter an annual adjustment equivalent to one-half of one percent (0.5%) of his/her classification salary base, to the nearest whole cent, for each additional year of qualified employment until a maximum of ten percent (10%) of the bargaining unit member's classification salary base is reached.

D. The granting of longevity adjustments shall not be affected by promotion, demotion or other changes in classification held by the bargaining unit member, nor by any change in pay range for his or her class. Longevity pay adjustments shall become effective at the beginning of the pay period within which the bargaining unit member completes the necessary length of service. Time spent on authorized leaves of absence shall be counted for this purpose.

Article 27: Termination and / Duration of Agreement

The parties agreed to a three year contract while during the course of the fact finding hearing. The fact finder provided an effective date of the contract as December 1, 2015. The exceptions are the changes to base pay as of the first full pay period of December as well as

payment of changes in health care premiums. The signing bonus is also to be paid in the first full pay of December. Designation of the first full pay period of December was included for no other reason than ease of administration.

Recommended Language:

Article 27: Termination and Duration of Agreement

- A. This Agreement constitutes the entire contract between Management and the Union and settles all demands and issues with respect to all matters subject to collective bargaining. Therefore, Management and the Union, for the duration of this Agreement, waive the right and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter which is subject to collective bargaining whether or not such subject or matter is specifically referred to herein. All past practices are specifically deleted unless addressed herein, and further, shall have no impact on the terms and interpretation of this Agreement.
- B. This agreement shall become effective as of December 1, 2015, except as otherwise indicated herein, and shall remain in effect up to and including November 30, 2018, and shall automatically renew itself from year to year thereafter, unless written notice to terminate or amend this Agreement is given by either party to the other at least sixty (60) prior to November 30, 2018, or prior to the date of expiration of any annual renewal hereof.
- C. If notice of termination shall be given, negotiations for a new Agreement shall take place during the sixty (60) days prior to the expiration of this Agreement.

Respectfully submitted,



Carol J. Bader, Esq. Fact-Finder

CERTIFICATE OF SERVICE

The foregoing Report was delivered to the parties via email on this 30th day of November, 2015:

