

FEB 14 10 51 AM '97

IN THE MATTER OF

FACT FINDING

BETWEEN

AFSCME, OHIO COUNCIL 8  
LOCAL 2493, AFL-CIO

AND

TRUMBULL COUNTY  
Case #96 MED 04-0301

Before: Robert G. Stein

Advocate(s) for AFSCME:

Mark Carlson  
Staff Representative  
AFSCME Ohio Council 8  
150 South Four Mile Run Road  
Youngstown, Ohio 44515

Advocate(s) for the County:

David S. Blaugrund, Esq.  
~~David S. Kessler~~  
Blaugrund, Herbert & Martin  
Attorneys and Counselors at Law  
5501 Frantz Road, Suite 101  
P.O. Box 158  
Dublin, Ohio 43017

## **CRITERIA FOR RECOMMENDATIONS**

The following recommendations are made in consideration of all reliable information relevant to the issues before the fact finder and in accordance with the following criteria listed in ORC 4117-9-06(J):

1. Past Collectively bargained agreements, if any between the parties;
2. Comparison of 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, and 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; and

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.

It should be noted that the above criteria are limited in utility because a lack of statutory direction as to the assignment of weight given to each of them. Nevertheless, they were adhered to in rendering this report.

## **Bargaining Unit**

The bargaining unit consist of approximately one hundred and twenty-five (125) employees. These employees are employed in a variety of full-time and part-time positions in Trumbull County, Ohio. These employees hold service, maintenance, clerical, technical and custodial jobs with the County's Treasurer's office, the Clerk of Courts, the Sanitary Engineer, and those departments under the County Commissioner's office.

## **Negotiations**

On August 8, 1996, the AFSCME ("Union") submitted an initial set of proposals to the County. On August 13, 1996, the Union submitted a complete set of proposals to the County. The County submitted a complete package to the Union on August 8, 1996.

The parties met and engaged in collective bargaining for a successor agreement on the following dates in 1996: 8/8, 8/13, 8/22, 9/4, 9/19, and in mediation on the following dates in 1996: 10/22, 10/29, 12/5, and on 1/7/1997. The parties declared impasse on January 7, 1997.

The following eleven (11) Articles were brought to fact finding:

Article 4 - Union Recognition

Article 9 - Temporary Transfers

Article 13 - Hours of Work

Article 14 - Overtime

Article 15 - Sick Leave/Personal Leave

Article 15A - No Fault Provision/Attendance

Article 16 - Sick Leave Conversion

Article 17 - Leaves of Absence

Article 21 - Miscellaneous

Article 32 - Callout Pay

Article 36 - Wages

1. **Article 4 - Union Recognition**

**County's Position**

Although it is "deemed certified" unit -- whose composition was theoretically fixed as of April 1, 1984 -- a number of positions, many of them supervisory, have been contractually accreted over the past dozen years. As a result, supervision in some departments is too thin to effectively manage. Trumbull County proposes supervisory positions -- which should never have been accreted in the first place -- be removed from the bargaining unit. Alternatively, the Fact Finder could require the parties to jointly petition SERB to clarify the unit and determine whether or not the supervisors should continue in the unit.

**Union's Position**

The Union rejects any attempt to modify this deemed certified bargaining unit.

**Discussion**

Unit certification is the exclusive responsibility of the State Employment Relations Board (SERB). It is clear from researching fact-finding case history that there have been many attempts by parties to alter, amend or clarify the composition of bargaining units through the dispute resolution process. The proper response to these attempts and to the one in the instant matter is simple; unit recognition is the exclusive function of SERB and not a fact-finder.

**Recommendation**

Current language.

2. **Article 9 - Temporary Transfers**

**County's Position**

The County proposed the following changes to this Article:

**Section 2.** This working level adjustment shall begin after an employee has temporarily performed duties in a position with a higher pay range for a period of ten (10) or more consecutive work days, but no more than ten (10) weeks.

Article 9 currently mandates increased pay for any employee who fills a higher level slot for 5 or more days -- they need not be continuous -- during any 30 day period. As such, it represents a "tax" on vacations and other paid leave. Trumbull County proposes eligibility for temporary increases be predicated upon filling the position for 10, consecutive days. This change avoids the "tax" while properly compensating employees who truly take on more responsible positions. This policy mirrors the language in numerous contracts and that which is contained in Ohio Civil Service Law.

The Union proposes amending the article to base all temporary assignments upon seniority. This is unacceptable to management. First, the Union proposal does not address the issue of employee competence -- there is no guarantee the most senior employee will be capable of doing the work. Second, it imposes an unnecessary administrative burden. Current Practice should be followed on this regard. Currently the employer fills such positions with the most senior qualified employees. Qualification is determined by the County.

### Union's Position

The Union rejects any attempt to change current language and it also proposes to add the following new language:

The Union proposes that the following language be added to Article 9, Section 1:

**Temporary transfers shall be offered in descending order of seniority (i.e. most senior first) within the affected department. Should all senior employees refuse the temporary transfer, the transfer shall be assigned in inverse order of seniority (i.e. least senior first) within the affected department.**

The Union argues that the addition of this new language would provide more senior employees with the opportunity to gain experience for advancement.

### Discussion

The Union's arguments ~~regarding this issue~~ are supported by comparative data from geographic contiguous bargaining units. However, experience of a brief and intermittent nature has relatively little value. Therefore, the Union's proposal only makes sense for longer term assignments. The County's concern regarding qualifications is logical and necessary.

### Recommendation

See Appendix A.

## 3. Article 13 - Hours of Work

### County's Position

The County proposes the following changes to Article 13.

**Section 1. Normal Hours:** The normal hours of work each day shall be consecutive, except for interruptions for lunch periods or for those assigned to "flex" schedules, where the hours worked per day are not constant but instead change to meet the needs of the job. Reference to "consecutive hours of work" in the balance of this Article shall be construed generally to include lunch periods. Each work shift shall have a regular starting and quitting time. Any changes to such starting and quitting times shall be discussed with the Union before implementation.

**Section 2. Work Week:** The normal work week shall consist of five (5) consecutive eight (8) hour days, Monday through Friday inclusive, except for employees in continuous operations and for employees engaged in unusual operations, who shall be covered by Departmental Work Rules which may provide for "flex" schedules or four (4) ten (10) hour day shifts.

**Section 8. Rest Periods:** There shall be two (2) fifteen (15) minute rest periods on each shift each work day. To the extent practicable, the rest periods will be scheduled by the supervisor.

Article 13 mandates fixed, eight hour shifts for all employees. In practice, this has generally meant daylight working hours. While this is appropriate for many positions, it creates significant problems in others, particularly vehicle maintenance and the sanitary engineer department. In both of those departments, overly rigid schedules unnecessarily increase costs and has idled other employees -- sheriff's deputies, inspectors, etc. -- whose vehicles must be repaired during their normal working hours. The proposed change permits management to adjust work schedules based on the county's actual needs. This ability to reasonably schedule should be a management right as such is provided in Chapter 4117.

### **Union's Position**

The Union rejects the County's proposal. It argues that the County already has sufficient ability to change schedules under the current language.

### **Discussion**

The County provided persuasive arguments for its operational need to create more flexibility in scheduling. Employers in the public sector are continually seeking ways to be more efficient and effective in providing services to the public. In order to provide excellent customer service "flexibility of hours" becomes a critical ingredient. In these times of increasing public demand for government to be run more like a business, there are legitimate reasons for employees to work different hours. One only has to view the recent schedule changes in the Ohio Bureau of Motor Vehicles and in the United States Postal Service to see two (2) major examples of employees working more flexible hours to better meet the needs of the public.

### **Recommendation**

See Appendix B

#### 4. Article 14 - Overtime

##### County's Position

The County proposes the following changes to Article 14:

Section 4. All employees in the job classifications covered by this Agreement shall receive time and one-half (1-1/2) their regular rate of pay for all hours **actually worked** in excess of forty (40) in one (1) work week during the period provided in Article 13, Section 2.

Section 5. Any and all overtime provided by Section 4 of this Article shall be paid or earned as compensatory time at the option of the employee. Each department shall establish limits as to the amount of time an employee may accumulate as compensatory time.

Management seeks to reduce the cost and obtain the ability to manage the overtime.

In particular, present language requires the Employer to pay overtime (1.5 times the normal rate of pay) for all hours **paid** in excess of 40 hours per week or **8 hours per day**. The FLSA requires only that overtime be paid for all hours worked in excess of 40.

Management seeks significant relief with its proposal to limit overtime to hours worked in excess of 40 hours, and to otherwise comply with the FLSA.

The present contract requires overtime premium pay for all hours **paid** in excess of 40 hours per week or 8 hours in a day. SERB Clearinghouse data suggests that a majority of employers pay overtime only for hours in excess of 40 hours per week.

Management seeks to eliminate the daily overtime and the concept of premium pay for hours paid. Management urges a return to the more sensible position of premium pay for **hours worked**, rather than the **hours paid**, in excess of 40 hours per week.

Furthermore, the 8 hour requirement restricts management from considering any alternative work patterns that might be advantageous to both the County and the employee. For example, four 10 hour work days is prohibited under the existing contract because of cost. Management is only seeking FLSA compliance.

In addition, the current language requires the Employer to pay overtime for all hours **paid** in excess of the forestated 8 and 40 hours provisions. The utilization of the terminology "hours paid" has caused the Employer considerable problems. The fact that employees have a great deal of control over the usage of sick and personal leave places the Employer in the position of having to pay overtime in order to get 40 hours of work from many employees. As an example: a 10.00 per hour employee could, under the provisions of the current contract, call off sick 3 days; take a personal day on the 4th day; come in and work 12 hours on Friday and 8 hours on Saturday and obligate the Employer to pay overtime premium pay for the week. The employee would actually work 20 hours and receive 40 hours straight and/or paid leave time, and overtime pay at time and one-half for 12 hours. The result is that 20 hours of actual work costs the tax payers an extra 18 hours of pay (12 x 1.5 = 18).

### Union's Position

The Union rejects any changes to this article. It argues that to move away from the payment of overtime for hours of work over eight (8) in one day, runs contrary to the practice of comparable bargaining units in the area. Any other changes in this language are unnecessary.

### Discussion

The Union's comparable data make a strong case for the continuation of overtime to be paid to employees who work over eight (8) hours in a day. However, the County's data regarding the correlation between sick leave use and overtime are significant. It is not uncommon for collective bargaining agreements to exclude the inclusion of sick leave in the calculation of hours to determine overtime.

There is little doubt that in the instant matter, the County is attempting to address a very serious issue of excessive sick leave use. The evidence of a positive correlation between sick leave use and overtime begs for a measured, yet firm response by this Fact Finder.

### Recommendation

See Appendix C.

## 5. Article 15 - Sick Leave/Personal Leave (Bereavement Leave)

### Union's Position

The Union has proposed that the following language be added to Article 15. The County opposes this new benefit.

#### Section 4. Uses of Sick Leave

- A. 2. **Death of a member of his immediate family (sick leave usage limited to a maximum of five (5) days. However three (3) days of this bereavement leave amount shall be paid but not charged to an employee's sick leave.**

### County's Position

The Union proposes that the Employer provide an additional three (3) days of paid leave for bereavement. The current contract permits use of paid sick leave for bereavement purposes. Employees currently earn an unlimited number of paid sick days under the contract, five of which may be used for bereavement. Employees also earn substantial paid vacation, paid holidays (Article 23), paid jury duty/witness leave (Article 22), paid military leave (Article 18). Furthermore, evidence indicates that bargaining unit members have substantially abused sick leave in the past. More than 50% of the bargaining unit uses 75% or more of his or her credited sick leave on an annual basis. As of December 31, 1996, unit members utilized 30,785 hours of paid sick leave over the past three (3) calendar years. That averages to more than 10.5 days per person per year. Additional leave is not warranted.

## Discussion

It is common for collective bargaining agreements to include bereavement leave provisions. This Fact-Finder has bargained this provision on several occasions from both sides of the bargaining table. The Union's comparative data further support this common practice. Although the County makes some sound arguments regarding paid time off, bereavement leave is a benefit many public employees have had for years.

## Recommendation

The Union's new language shall be added to Article 15 Section 4 Uses of Sick Leave as proposed.

### 6. Article 15A - Attendance

#### County's Position

The County proposes a new article governing employee attendance - Article 15A.

#### No Fault Provision

1. An employee receives 8 points per month for perfect attendance during the month. Maximum accrual is +100 points.
2. For each absence due to illness or injury\* to themselves or their immediate family, the employee receives (-1) point for each hour of leave that is utilized. One to four (4) days of consecutive absence for the same illness or injury will be counted as "one occurrence" and a deduction of only eight (8) points will occur. Absences of more than four (4) consecutive work days shall be deducted at the rate of eight (8) points per day until an appropriate FMLA leave form is applied for and approved.
3. ~~Points will not be deducted for approved vacation leave, jury duty, compensatory leave or FMLA leave.~~
4. All absences other than absences referred to in Sections 2 and 3 above will be treated in the same manner for point calculations.
5. Tardiness will be treated in 15 minute intervals for deduction purposes (i.e. 1-15 minutes tardy will result in -.25 points; 16 to 30 minutes will result in -.50 points)
6. Leaving the job before the end of a shift will be treated in the same 15 minute intervals as tardiness.

**PENALTIES:** each time an employee attains any of the totals listed below, the appropriate discipline will be administered.

- 30 points, verbal warning
- 40 points, written reprimand
- 60 points, 3 day suspension
- 80 points, 5 day suspension
- 100 points, termination

Two (2) penalties of the same type within any twelve (12) month period automatically progresses to at least the next step on the third occurrence.

Point totals to be utilized will be calculated at the time of utilization. Example: If an employee has -35 points on June 15th and then utilizes 8 hours of sick leave on June 16th, the employee will be considered to have -43 points and will be subject to a penalty of a written reprimand.

\* Subject to FMLA considerations

The County has proposed a "No Fault" sick leave provision to deal with the excessive use of sick leave by members of the bargaining unit. The provision proposed is identical to the provision that was bargained into the Trumbull County 9-1-1 Dispatchers contract in 1996.

The Union has stated that the Employer could enact the No Fault provision as a policy and only bargain the effects. The County rejects that argument and instead requests that the provision be incorporated into the collective bargaining agreement.

The sick leave figures found in the appendices speak for themselves. The fact that this bargaining unit averages better than 10.5 days of sick leave per person per year is outrageous. Fifty percent (50%) of the bargaining unit has utilized better than 75% of the potential sick leave they could have accrued. Further evidence will be adduced at the hearing to illustrate how sick leave usage and overtime are combined in an abusive manner.

This excessive sick leave usage necessitates massive increases in the use of overtime to cover for employees who are absent and/or increases the usage of Article 9 Temporary Transfers.

Overtime costs over the life of the current contract have been in excess of \$566,750. That figure translates into over \$1500 per member of the bargaining unit even though many members of the unit do not have the opportunity to utilize overtime. The reality is that the Maintenance Department and the Sanitary Engineer's office account for over 95% of the usage. As an example, the Sanitary Engineer's office accounted for \$462,660 of the total overtime cost for the bargaining unit. Some employees have earned more on overtime.

### Union's Position

The Union's position is to maintain current contract language.

The Union believes "no fault" provisions are Draconian by their very nature. These provisions allow no latitude nor do they allow for extenuating circumstances. The Union position is that there are adequate provisions contained in Sections 5, 7 and 8 of the current agreement to deal with abuses of sick leave and the Employer needs only to apply these provisions.

### Discussion

This Fact-Finder is very familiar with this issue and with national data supporting the efforts of employers to address the problem of excessive time off from work.

National data from the private sector identifies average sick leave usage of five to six days per year. The County in the instant matter has identified a per person sick leave rate of better than 10.5 days per year. This is a problem that was not explained away by an unusual amount of legitimate long term illnesses.

The early link between sick leave use and overtime is another legitimate basis for the County's proposed language. The County's No Fault Attendance Policy may be viewed as a "heavy handed" response; however, the excessive use of sick leave in the unit appears to have created the need for such a program.

The County's proposal does not protect those employees who simply do not abuse sick leave. For those employees who have often "dragged" themselves into work when ill, such a policy does not appear appropriate. The Union makes a persuasive argument for these employees.

This is a thorny problem. The data provided by the County cannot be ignored; an excessive sick leave problem does exist. Of course, any program should include all employees, both bargaining unit and non-bargaining unit. An all inclusive approach provides greater legitimacy to such a program.

### Recommendation

See Appendix E.

## 7. Article 16 - Sick Leave Conversion

### Union's Position

The Union proposed the following changes to Article 16.

**Section 1. Retirement.** Any employee having a minimum of ten (10) years service who retires under the applicable pension plan for the Employer shall at the time of retirement receive a lump sum payment for accumulated but unused sick leave to a maximum of **one hundred percent (100%)** of nine hundred and sixty hours (960). Such payment shall be based on the employee's rate of pay at the time of retirement.

In the event a bargaining unit employee with ten (10) or more years of service with the Employer dies while employed, the Employer shall pay the deceased employee's estate the above referenced payment.

### **County's Position**

The County rejected this proposal.

The Union proposes that sick leave conversion upon retirement be increased by one-third. Sick leave conversion upon retirement is already far more liberal than required by the Revised Code and comparable contracts. The proposed increase is unjustified and unjustifiable. The Union has argued that such an incentive is needed to curb sick leave abuse. The County believes a 75% cash-in at retirement is a sufficient "carrot," and the Fact Finder should find in favor of the County's "no fault" solution instead.

### **Discussion**

There was insufficient comparative data available to support a change in this provision. The current seventy-five percent (75%) conversion rate would be the envy of many public employee bargaining units. It's a good benefit and should remain unchanged.

### **Recommendation**

Current language.

## **8. Article 17 - Leaves of Absence**

### **County's Position**

The County proposes the following changes to Article 17.

**Section 5. Employer paid hospitalization benefits shall continue in accordance with the Family and Medical Leave Act and the Federal COBRA Law.**

The County has proposed that the provision of the existing contract provides excessive exposure to the Employer for extended and undocumented leaves of absence. The current provision was negotiated before the FMLA was enacted and therefore now needs to be reevaluated in light of the FMLA. It is the intent of the County's proposal to comply with federal law regarding the FMLA and COBRA. The current provision is excessive and encourages employees to remain away from work with paid health insurance, rather than to return in a timely manner. Indeed, evidence will be presented that employees have accepted the one (1) year of "free" insurance, and then resigned rather than return to work.

### **Union's Position**

The Union rejects this proposal.

## **Discussion**

The presence of the FMLA and COBRA Laws have redefined many collective bargaining relationships in recent years. However, the hard won benefits of the Union should not be readily dismissed by laws that only partially address the need for benefits while on leave of absence. It appears that this provision could be updated to reflect the change in law, without being seriously altered regarding the benefit it affords employees who are injured on the job.

## **Recommendation**

Article 17 LEAVES OF ABSENCE, Section 5 should read as follows:

**Section 5.** Employer paid hospitalization benefits shall continue in accordance with the Family Medical Leave Act and the Federal COBRA Law. Employer paid hospitalization benefits shall be continued for any leave of absence as defined by FMLA or COBRA, or for service connected disability (Workers' Compensation) for one (1) year.

## **9. Article 21 - Miscellaneous Provisions**

### **County's Position**

The County proposes the following changes to Article 21.

**Section 4. Health Insurance Fringes.** The Employer shall continue to pay the cost of all Hospitalization, Vision Care Program, Drug Prescription Plan, Dental Care Plan for all employees during the term of this contract. Furthermore, this benefit shall be available only to employee working a minimum of thirty (30) hours per week.

**During the term of this agreement and prior to changing the annual deductible or prescription drug copay, the Employer must notify the Union in writing as to the expected cost savings to be achieved by such change, and allow the Union the opportunity to suggest alternative changes to the policy which would result in the same or greater savings.**

**Section 5.** Any employee who has exhausted sick leave and vacation leave and is on an approved leave of absence for illness, injury or any approved FMLA leave pursuant to Article 17, Leaves of Absence, of this agreement shall receive all benefits as provided for under FMLA and/or Federal COBRA Laws.

**Section 8. Life Insurance.** The Employer agrees to provide at no cost to the employee, twenty-five thousand dollars (\$25,000.00) Life Insurance for employees of the bargaining unit and two thousand five hundred dollars (\$2,500.00) paid up term life policy for retirees.

## **1. Insurance Deductible**

The current contract requires the Employer to pay the full cost of family/single health, prescription and dental insurance. Current costs are in excess of \$7200 annually for family coverage. In the latest contracts bargained in 1996 for the 9-1-1 Dispatchers and employees of the Sheriff's department, the County successfully bargained an increase in the deductibles from the existing \$100/\$200 to \$200/\$400 and increased the deductible on the prescription card.

The County is requesting the authority to investigate alternatives to the current practices and take to the Union the potential changes that are necessary to reduce costs in this area. The Union then would have the opportunity to make additional proposals that would save the same amount of money. The immediate intent of the Employer is to increase deductibles the same as was done in other bargaining units in 1996. However, the Employer's proposal also permits additional changes to be made during the term of the agreement, provided that the Union's input and alternatives have been consulted.

## **2. Life Insurance**

The Union proposes an increase in life insurance provided by the Employer from the current level of twenty-five thousand dollars (\$25,000.00) to thirty-five thousand dollars (\$35,000.00) for bargaining unit employees and an increase from two thousand five hundred dollars (\$2,500.00) to three thousand five hundred dollars (\$3,500.00) for retirees. An increase in employer-provided life insurance is not warranted. SERB's 1995 survey on this issue revealed that the statewide average amount of employer - provided life insurance for counties is \$12,840. Trumbull County's current level is in the 70th percentile for all entities surveyed, and is well above the statewide average. The County requests that the Fact Finder deny the Union's request.

## **3. Insurance Waiver**

The Union proposes to allow Employees to elect to waive health insurance coverage and, instead, receive a payment of \$100.00 for those eligible for family coverage and \$50.00 for those eligible for single coverage. The Employer receives a direct benefit from the provision of health insurance for its employees in the form of a healthier, more productive work force. The Employer would receive no benefit from the expenditure proposed by the Union. Furthermore, the Union's proposal would operate to the substantial detriment of all employees who accept the coverage because the mere existence of a cash option makes the value of the benefit includible in each employee's gross income, and thus subject to taxation. IRS Private Letter Ruling 9405002, October 27, 1993. Thus, the Union's proposal would operate to the detriment of most employees and the Employer.

## **4. PERS Pickup**

The Union proposes that the Employer pick-up the entirety of each employee's PERS contribution, 8.5%. A SERB clearinghouse report dated December 19, 1996, reveals that, of Ohio's 88 counties, only 4 pick-up *any* of their employees' PERS contribution. Of these counties (Cuyahoga, Lucas, Stark and Mahoning), only 3 pick-up the entire amount. In addition to the fact that these counties are in the extreme minority statewide, all of them are larger than Trumbull County by a factor of between 116% and 439%. The Union's proposal is unreasonable on its face and as applied to Trumbull County.

## **Union's Position**

The Union has proposed that the following changes be made and new sections added to Article 21 with the sections to be renumbered accordingly.

### **Section 6. Insurance Waiver**

During the enrollment period for the hospitalization plan of the Employee and upon proof of alternative coverage, employees may elect to waive health care coverage provided by the Employer.

An employee who elects this option will receive a waiver payment of one hundred dollars (\$100.00) per month for a family plan and fifty dollars (\$50.00) per month for waiver of a single coverage for each month of non-participation in the plan. In the event the employee loses alternative coverage and upon proof of cancellation, he/she shall be immediately enrolled in the Employer's normally provided health care plan. Other employees wishing to re-enroll in the normal health care plan shall only be permitted to do so during the annual enrollment period except in the case of termination of coverage as outlined in this Section 6.

In no case shall the provisions of this Section 6 apply to employees whose spouses participate in the same plan which is provided as a benefit of employment with any Trumbull County Agency or Department under the auspices of the Board of County Commissioners.

**Section 8. Life Insurance.** The Employer agrees to provide at no cost to the employee, thirty-five thousand dollars (\$35,000.00) AD & D Life insurance for employees of the bargaining unit and three thousand five hundred dollars (\$3,500.00) paid up life policy for retirees.

### **Section 10. PERS Pickup**

Effective August 1, 1996, the Employer shall pay on behalf of each bargaining unit employee the remaining two and one-half percent (2.5%) of the employee's share of the PERS contribution. The total amount paid by the Employer shall be eight and one-half percent (8.5%) of the employee's gross wage. This amount shall be in addition to the Employer's PERS obligation.

## **Discussion**

Health insurance has been and continues to be an enigma for employers and unions alike. Unions and employers continue to try to figure out a way to keep costs in line while maintaining good benefit levels. It remains to be seen if the health care industry will allow this to happen or whether there will be some very drastic changes in the future. In the meantime it is reasonable for some course correcting to occur that benefits both parties.

The Employer makes a sound case for raising insurance deductibles to the \$200/\$400 level. These levels are not uncommon among many bargaining units in Ohio. On the other hand, the Union makes a strong argument for increasing life insurance benefits. The witness provided by the County also made a strong case for raising the deductibles on the prescription benefit.

The PERS pick up provision has very few equals in the area or in the State of Ohio. Therefore, a further increase in pick-up at this time cannot be supported.

The new waiver provision proposed by the Union also lacks sufficient comparable data at this time.

### **Recommendation**

#### **Insurance Deductible**

- **Increase the deductibles on insurance to \$200/\$400.**
- **Increase deductibles on the prescription card to \$2.00 generic, \$5.00 non-generic.**

#### **Life Insurance**

##### **Section 8. Life Insurance**

- **Increase to \$35,000.00 AD & D Life insurance for employees.**
- **Increase to \$3,500.00 paid up life policy for retirees.**

No other changes are recommended in PERS pick up and no new sections should be added at this time.

### **10. Article 32 - Callout Pay**

#### **County's Position**

The County proposes the following changes to Article 32.

**Section 1.** Callout time is defined as being recalled to work after the employee has completed his regular work day and has clocked out for the day and has left work for a period of at least thirty (30) minutes. Pay for such callout time shall be a minimum of two (2) hours pay at the regular rate of pay.

**Such hours of work may qualify the employee for overtime pay pursuant to Article 14.**

In its current form, Article 32 ignores operational realities, invites abuse, and artificially inflates payroll expenses. Under the current language, any employee who passes through his department's door at the end of his/her scheduled shift is entitled to six (6) hours pay if he/she is asked to return, even if he/she hasn't left the parking lot. Trumbull County proposes two (2) changes: first, no employee is entitled to callout pay until he/she has actually left work and will, in fact, be inconvenienced. Second, although that inconvenience is recognized and compensated, the "bonus" is smaller and coordinated with the contract's overtime provisions (Article 14), both avoiding artificially inflated payroll costs and bringing greater pay equity -- only two (2) departments, Maintenance and the Sanitary Engineer, recall employees after their normal quitting times.

**Union's Position**

The Union rejects this proposal and wishes to maintain current language.

The Union also proposed language changes to Article 32 as follows:

**Section 2. EPA Licenses.** For each license in the field of work that is required for the employee's present position, an increase in compensation for earning EPA licenses in all fields of operation as follows:

- 1) First EPA license **\$0.19 per each hour in pay status**
- 2) Second additional EPA license **\$0.50 per each hour in pay status**
- 3) Third additional EPA license **\$0.81 per each hour in pay status**
- 4) Fourth additional EPA license **\$1.13 per each hour in pay status**

**The hourly license rates outlines in this Section 2 are not subject to any premium time multipliers but shall be paid at the straight time rate listed for all hours in pay status.**

~~The Union proposes a change in the Method of payment and the calculation of this payment in order to comply with the Fair Labor Standards Act and with recent court decisions, (Feasant vs. City of Youngstown), which require payments of this nature to be paid on all hours worked.~~

**Section 3. Longevity Pay.** Each employee shall receive four dollars (\$4.00) per month for each year of service including all CETA and JTPA service to be payable after five (5) years of service. This longevity pay shall be calculated in the following manner:  $4 \times 12 \times (y)/2080$  where (y) represents the employee's years of service. The resultant amount shall be paid on all hours in pay status, but shall not be subject to any premium pay multipliers. Longevity payments shall be made in each regular pay period commencing August 1, 1996. (e.g. An employee has 15 years of service and 80 hours in pay status, the longevity pay is calculated in the following manner:  $4 \times 12 \times (15) = 720/2080 = \$0.35 \times 80 = \$27.69$ . In a similar example where the individual has 80 hours in pay status and works an additional five (5) hours of overtime in the same pay period the resultant calculation would be  $\$0.35 \times 85 \text{ hours} = \$29.75$ ).

The Union proposes to increase the longevity payment from \$2.00 per month to \$4.00 per month for each year of service. The Union also proposes to change the method of calculation and payment of this benefit in order to comply with recent Fair Labor Standards rulings and court decisions, as in "O" above.

### County's Position

#### 2. EPA Licenses

The EPA license issue is one that is contained in the current Agreement. The Union seeks to change the manner in which these employees receive payment for the required license. The County seeks to eliminate the current language and method of payment.

The Employer has addressed the issue by increasing the salaries of person who use these licenses in their jobs. The County's wage proposal includes more money for an employee who has an EPA license by increasing the Educational point factor. That increase in the Educational point factor results in an increase in salary.

Not only should the Union's proposal to change the method by which employees receive compensation for EPA licenses be ignored but the reference in the current Agreement should be deleted and the Employer's wage proposal that rewards employees for licenses should be adopted.

#### 3. Longevity Pay

The Union proposes an additional payment for longevity in the amount of four dollars (\$4.00) per month for each year of service in excess of five (5) years of service. This proposal ignores the fact that the Employer's wage proposal rewards employees for longevity up to 20 years of service, with no "floor." Employees receive this "step" benefit after their first year of service. Since the Employer's wage proposal is above the statewide average, an additional amount for "longevity" is unwarranted. The County has not proposed to do away with the current system even though the wage study rewards an employee for years of service. In addition, historically the Union gave away separate longevity pay in prior contract negotiations in exchange for other currently received benefits (including some PERS pickup). The County requests that the Fact Finder deny the Union's request as being exorbitant and is already addressed in the County's wage proposal.

### Discussion

The evidence provided by the County regarding the time and circumstances surrounding call-outs supports a modification in hours. Call out pay is for the inconvenience of calling someone back to work. The later the call-out, the greater the inconvenience. This principle must be maintained; however, some relief for earlier call-outs appears to be reasonable.

### Recommendation

See Appendix D.



- 1) It is recommended that the Employer fully fund a study of all bargaining unit positions to ascertain if they are fairly compensated for work performed.

The Memorandum of Understanding between the parties stated:

The Employer shall conduct a classification and compensation study of all bargaining unit positions. This study shall be bid with a cost of the study specified.

The Union shall have input into all levels of the study including but not limited to job descriptions, point factor analysis, promotional progression, etc.

Pursuant to Article 29 of the Collective Bargaining Agreement, Section 2, no current Employee shall suffer any loss of compensation as a result of such reclassification.

The Employer could have implemented the study last year when the Union indicated that it was in agreement with the study result, the County chose to wait until bargaining to further update, negotiate, and discuss the study. The wage study concluded that within the bargaining unit, based upon market data from 12 counties and point factoring of job descriptions signed by the employees, approximately 45 positions out of the 125 bargaining unit positions were overpaid and therefore should not immediately receive an increase in pay.

The Employer has taken the position that significant data exists demonstrating that not all positions should have the same increase in salary. The Employer's wage proposal grants wage increases to two-thirds of the bargaining unit. Some of those increases are in excess of 33%. The current inequities that exist are because of the Union approach that all must receive the same percentage increase. The public outcry for accountability on the part of county officials cannot be ignored. The public demands, and rightfully so, stewardship of their tax dollars. To grant raises to individuals that are already overpaid by all standards is not stewardship.

The Union requested a wage study. The Union fully participated in the wage study. Now they do not like the fact that some employees do not deserve an increase. That was not the intent of either party in 1993.

## **2. Equity Increase for Assistant Chief Building Inspector**

The Employer takes the position that the wage proposal based upon the wage study accounts for all equity adjustments. The goal of the wage study was to rectify pay inequities within the bargaining unit. The Union has provided no wage data or other justification for this demand other than an arbitration award that required this employee to be given his current title. That award did not mandate a salary increase, and the Employer's response to the award was not grieved.

### **Discussion**

A determination of proper compensation for this bargaining unit is not a simple matter. The parties have struggled with this issue for several months without reaching consensus. The evidence supports the fact that the County has spent a great deal of time and money in establishing appropriate

compensation levels for employees in this bargaining unit. The eleven (11) salary ranges and the starting and ending salaries for these ranges must be considered to be appropriate in light of any evidence to the contrary.

The bargaining history of this issue supports the County's contention that the salary study (leading to the County's proposal) was a result of Fact-Finder Gardner's report issued at the end of the last negotiations. There is evidence that the Union was involved in the development of the Salary Schedule; however, the extent of the Union's involvement is not clear. The Union argues that its participation was more a matter of courtesy than an opportunity for substantive input. The County disagrees with this characterization and argues that the Union was involved in every step of the development of the Schedule.

The Union has taken the position that the old Salary Schedule should be maintained and that the County's proposal should be rejected out of hand. Given the history of this issue and its fact-finding origin, this approach to compensation is retrogressive and inadequate. The County's proposal calls for substantial increases for many bargaining unit members lending further credence to the need for a major overhaul in compensation for this bargaining unit.

As a general rule employers do not unilaterally provide these type of inequity adjustments without good reason! Although the Union is arguing against this new Salary Schedule, it did not specifically dispute the fact that several of its bargaining unit members are in need of inequity increases. The evidence indicates that the Union may have provided the impetus for these inequity adjustments during the role it did play in the development of this Salary Schedule.

In contrast to the above, the Union did provide some strong and convincing arguments against the County's proposal in terms of the number of steps in each range and the length of time it takes to reach the maximum step. The comparative data provided by the Union's advocate was particularly powerful in supporting the Union's position on this point. Currently, the bargaining unit has a relatively short salary range of eighteen (18) months. The County is proposing to extend this eighteen (18) months to twenty (20) years.

By way of comparison, the largest employer in the state is the State of Ohio. The State of Ohio has numerous bargaining units and has had salary schedules for ~~decades~~. The salary schedules for this employer with its over 40,000 organized employees range between five and eight steps. In addition, each step in the range provides for a three (3) to five (5) percent increase. The comparative data provided by the Union support its argument for a shorter salary range with more substantial annual steps. There is insufficient data to support a separate wage in equity adjustment for the position of Assistant Chief Building Inspector in the new salary schedule.

In summary, the evidence presented strongly supports a comprehensive organized change in the compensation system for this bargaining unit, yet it must be one that is consistent with common practice in the public sector.

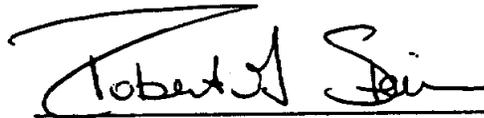
### Recommendation

1. See Appendices F, G, and H.
2. Equity increases are incorporated in new Salary Schedule.

## TENTATIVE AGREEMENTS

Any tentative agreements previously reached by the parties during these negotiations shall be part of this report and shall be considered recommended to the parties.

The Fact Finder respectfully submits the above recommendations to the parties this 11th day of February, 1997.

A handwritten signature in cursive script, reading "Robert G. Stein". The signature is written in black ink and is positioned above a horizontal line.

Robert G. Stein, Fact Finder

## APPENDIX A

### ARTICLE 9 - TEMPORARY TRANSFERS

Section 1. Any employee within the bargaining unit who is temporarily assigned to duties of a position within the bargaining unit with a higher pay range than is the employee's own, shall be eligible for a working level pay adjustment. This pay adjustment shall increase the employee's base rate of compensation to the classification salary base of the higher level position. This pay adjustment shall in no way affect any other pay supplement which shall be calculated using the employee's normal classification salary base.

Section 2. Temporary transfers of thirty (30) days or more shall be offered in descending order of seniority (i.e. most senior first) within the affected department providing the employee(s) is qualified to perform the work. Should senior employee refuse temporary transfer, the transfer shall be assigned in inverse order of seniority (i.e. least senior qualified first) within the affected department.

Section 3. This working level adjustment shall be for a period of five (5) or more work days in any thirty (30) day period, but no more than ten (10) weeks.

## APPENDIX B

### ARTICLE 13 - HOURS OF WORK

Section 1. Normal Hours: The normal hours of work each day shall be consecutive, except for interruptions for lunch periods. Reference to "consecutive hours of work" in the balance of this Article shall be construed generally to include lunch periods. Each work shift shall have a regular starting and quitting time. **Any changes in starting or quitting times shall be for operational reasons and shall not be arbitrary or capricious. Proposed changes to starting or quitting times shall first be discussed with the Union thirty (30) days before implementation and shall conform with the notification of schedule change language contained in Section 4 below.**

Section 2. Work Week: The normal work week shall consist of five (5) consecutive eight (8) hour days, Monday through Friday inclusive, except for employees in continuous operations and for employees engaged in unusual operations, who shall be covered by Departmental Work Rules.

Section 3. Work Day: Eight (8) consecutive hours of work within a twenty-four (24) hour period shall constitute a normal work day, beginning with the starting time of the employee's work shift.

Section 4. Work Schedule: Work schedules, employees' shifts, work days and hour, shall be posted on bulletin boards, available to employees concerned in the work schedule. **These postings shall be for a four (4) week period. Changes in an employee's starting or quitting time can only be made by Employer if the Union has had the opportunity for input (see Section 1 above) and the employee has been notified in writing two (2) weeks prior to the implementation of said change. With the exception of starting or quitting times, the work schedule shall not be changed until the Employer and the Union have reached a mutual agreement on said change.**

Section 5. Work Week Preference: An employee may exercise his department seniority to transfer from one work week to another work week within his classification and location. When an opening occurs, the Employer shall post a notice of the opening and the work week involved for five (5) consecutive work days. During the posting period, ~~such employees must make written application~~ (on forms provided by the Employer, with a copy provided to the employee) for the posted opening. At the conclusion of the fifth (5th) day, the opening shall be awarded to the most senior employee making application.

Section 6. Shift Preference: An employee may exercise his job classification seniority to transfer from one shift to another shift within his classification within his location. When an opening occurs, the Employer shall post a notice of the opening and the shift involved for five (5) consecutive work days. During the posting period, such employees must make written application (on forms provided by the Employer, with a copy provided to the employee) for the posting opening. At the conclusion of the fifth (5th) day, the opening shall be awarded to the most senior employee making application for said opening.

Section 7.     **Lunch:**         All employees who work a regular work day shall be allowed not less than thirty (30) uninterrupted minutes for a scheduled lunch period, except for other mutually agreed upon schedules with the Union.

Section 8.     **Rest Periods:**   There shall be two (2) fifteen (15) minute rest periods on each shift each work day. Rest periods will be scheduled by the supervisor.

Section 9.     When an employee works beyond his regular quitting time, the employee shall receive a fifteen (15) minute rest period if the employee works two (2) hours, but less than four (4) hours, for each four (4) hour period. In addition, a fifteen (15) minute paid meal period if the employee works four (4) hours or longer.

## APPENDIX C

### ARTICLE 14 - OVERTIME

Section 1. The Employer shall be the sole judge of the necessity for overtime. All overtime will be offered to employees in accordance with their classification seniority on a rotating basis. Reasonable requests for overtime shall not be refused. The Employer shall assign the overtime work to employees within the same classification within the same shift involved, in the inverse order of seniority, commencing with least senior.

Section 2. The Employer shall make an equitable distribution of overtime on a current basis among employees within the same classification, within the same unit, within the same shift.

Section 3. A record of all overtime hours worked by each employee shall be recorded on a list by classification and shift by the supervisor. All employees may review the list at reasonable times. All overtime hours shall be recorded daily.

Section 4. All employees in the job classifications covered by this Agreement shall receive time and one-half (1-1/2) their regular rate of pay for all hours paid in excess of forty (40) in one (1) work week during the period provided in Article 13, Section 2.

Section 5. All employees in the job classifications covered by this Agreement shall receive time and one-half (1-1/2) their regular rate of pay for all hours paid in excess of eight (8) in one (1) day during the period of the start of his shift to the beginning of his next shift.

Section 6. All paid holiday hours and paid vacation hours shall be counted as hours worked for the purpose of computing overtime. For example: if an employee regularly works Monday thru Friday and the holiday falls on Thursday and the employee works full days on Monday, Tuesday, Wednesday, Friday, and Saturday the employee shall receive time and one-half (1-1/2) for all hours worked on Saturday.

Section 7. Any and all overtime provided by Section 4 of this Article, shall be paid or earned as compensatory time at the option of the employee. Each department shall establish limits as to the amount of time an employee may accumulate as compensatory time.

## APPENDIX D

### ARTICLE 32 - CALLOUT PAY

**Section 1.** Callout time is defined as being recalled to work after the employee clocked out for the day for thirty (30) minutes or more and has left work. Callout minimum pay for such callout time shall increase based upon the number of hours that have elapsed since the employee clocked out as follows:

- A. Employee recall between thirty (30) minutes and two (2) hours after clock out - 2 hours pay \*
- B. Employee recall more than two (2) hours after clock out - 4 hours pay \*

\* All pay shall be at a rate of time and one-half (1-1/2) for all such callouts, or actual time spent at the rate of time and one-half (1-1/2) whichever is greater.

**Section 2.** EPA Licenses. For each license in the field of work that is required for the employee's present position, an increase in compensation for earning EPA licenses in all fields of operation as follows:

1. First EPA license, \$15.00/pay or \$390/year.
2. Second additional EPA license, \$40.00/pay or \$1,040/year.
3. Third additional EPA license, \$65.00/pay or \$1,690/year.
4. Fourth additional EPA license, \$90.00/pay or \$2,340/year.

**Section 3.** Longevity Pay. Each employee shall receive two dollars (\$2.00) per month for each year of service including all CETA and JTPA service to be payable after five (5) years of service. This longevity pay shall be paid annually on or about December of each year commencing with December 1, 1994. This initial payment is retroactive to August 1, 1993.

**Section 4.** Shift Differential. ~~There shall be a shift differential rate of twenty-five cents (\$.25)~~ per hour for the afternoon turn and thirty-five cents (\$.35) per hour for the night turn. Shift differential is payable only to those employees working twenty-one (21) shift rotations.

**Section 5.** Hazardous Duty Pay. Operational personnel of the Vehicle Maintenance Department and the Air Quality Department shall be paid hazardous duty pay in the amount of twenty cents (\$.20) per hour.

## APPENDIX E

### ARTICLE 15A - ATTENDANCE

#### No Fault Provision

1. An employee received 8 points per month for perfect attendance during the month. Maximum accrual is +100 points.
2. For each absence due to illness or injury\* to themselves or their immediate family, the employee receives (-1) point for each hour of leave that is utilized. One to four (4) days of consecutive absence for the same illness or injury will be counted as "one occurrence" and a deduction of only eight (8) points will occur. Absences of more than four (4) consecutive work days shall be deducted at the rate of eight (8) points per day until an appropriate FMLA leave form is applied for and approved.
3. Points will not be deducted for approved vacation leave, jury duty, compensatory leave or FMLA leave.
4. All absences other than absences referred to in Sections 2 and 3 above will be treated in the same manner for point calculations.
5. Tardiness will be treated in 15 minute intervals for deduction purposes. (i.e. 1-15 minutes tardy will result in -.25 points; 16 to 30 minutes will result in -.50 points)
6. Leaving the job before the end of a shift will be treated in the same 15 minute intervals as tardiness.
7. **ALL EMPLOYEES WHO HAVE A SICK LEAVE BALANCE EQUAL TO OR GREATER THAN 75% OF THEIR SERVICE MAXIMUM (I.E. YEARS OF SERVICE x 15 DAYS) SHALL BE EXEMPT FROM THIS POLICY.**

**PENALTIES:** each time an employee attains any of the totals listed below, the appropriate discipline will be administered.

- 30 points, verbal warning
- 40 points, written reprimand
- 60 points, 3 day suspension
- 80 points, 5 day suspension
- 100 points, termination

Two (2) penalties of the same type within any twelve (12) month period automatically progresses to at least the next step on the third occurrence.

Point totals to be utilized will be calculated at the time of utilization. Example: If an employee has -35 points on June 15th and then utilizes 8 hours of sick leave on June 16th, the employee will be considered to have -43 points and will be subject to a penalty of a written reprimand.

\* Subject to FMLA considerations.

**APPENDIX F**

**JULY 1, 1996 SALARY SCHEDULE \***

	<b>0 YEARS</b>	<b>1 YEAR</b>	<b>2 YEARS</b>	<b>3 YEARS</b>	<b>4 YEARS</b>	<b>5 YEARS</b>
<b>RANGE 1</b>	14,878	15,324	15,784	16,257	16,745	17,248
<b>RANGE 2</b>	15,861	16,336	16,826	17,331	17,851	18,387
<b>RANGE 3</b>	17,324	17,843	18,379	18,930	19,498	20,083
<b>RANGE 4</b>	18,972	19,541	20,127	20,731	21,353	21,994
<b>RANGE 5</b>	20,196	20,801	21,425	22,068	22,730	23,413
<b>RANGE 6</b>	21,573	22,220	22,886	23,573	24,280	25,009
<b>RANGE 7</b>	23,409	24,111	24,834	25,579	26,346	27,137
<b>RANGE 8</b>	25,449	26,212	26,998	27,808	28,643	29,503
<b>RANGE 9</b>	27,363	28,184	29,029	29,900	30,797	31,722
<b>RANGE 10</b>	30,959	31,888	32,844	33,830	34,845	35,890
<b>RANGE 11</b>	34,132	35,156	36,211	37,297	38,416	39,569
<b>RANGE 12</b>	36,973	38,082	39,225	40,401	41,613	42,862

**GRANDFATHERED EMPLOYEES PROVISION**

Employees whose current salary is above the salary on their range on the Salary Schedule shall receive salary bridge supplements while waiting to be moved from the old Salary Schedule to the new Salary Schedule. They shall be as follows:

1. July 1, 1996                 \$500 \*
2. July 1, 1997                 \$400
3. July 1, 1998                 \$300

Bridge supplements shall be in lump sum payments and shall not be rolled into the base salary. If an employee's current salary falls in line with the Salary Schedule prior to a Salary Schedule adjustment, the employee shall be placed on the Salary Schedule and shall not be eligible for future bridge supplements under this provision. If an employee is eligible to receive his bridge supplement on one of the above dates, and subsequently becomes eligible to be placed on the salary schedule due to a years of service step change, s/he shall be permitted to keep the bridge supplement.

\* Retroactive increases to be paid within two (2) full pay periods following the implementation date of this agreement.

**APPENDIX G**

**JULY 1, 1997 SALARY SCHEDULE**

**(2% INCREASE)**

	<b>0 YEARS</b>	<b>1 YEAR</b>	<b>2 YEARS</b>	<b>3 YEARS</b>	<b>4 YEARS</b>	<b>5 YEARS</b>
<b>RANGE 1</b>	15,175	15,630	16,099	16,582	17,079	17,592
<b>RANGE 2</b>	16,178	16,663	17,163	17,678	18,208	18,755
<b>RANGE 3</b>	17,670	18,200	18,746	19,308	19,888	20,484
<b>RANGE 4</b>	19,351	19,931	20,529	21,145	21,779	22,433
<b>RANGE 5</b>	20,600	21,218	21,855	22,511	23,186	23,882
<b>RANGE 6</b>	22,004	22,664	23,344	24,044	24,765	25,509
<b>RANGE 7</b>	23,877	24,593	25,331	26,091	26,873	27,680
<b>RANGE 8</b>	25,958	26,736	27,538	28,365	29,215	30,093
<b>RANGE 9</b>	27,910	28,747	29,609	30,498	31,413	32,356
<b>RANGE 10</b>	31,578	32,525	33,501	34,506	35,541	36,607
<b>RANGE 11</b>	34,814	35,858	36,934	38,042	39,183	40,359
<b>RANGE 12</b>	37,712	38,843	40,008	41,209	42,445	43,718

**APPENDIX H**

**JULY 1, 1998 SALARY SCHEDULE**

**(3% INCREASE)**

	<b>0 YEARS</b>	<b>1 YEAR</b>	<b>2 YEARS</b>	<b>3 YEARS</b>	<b>4 YEARS</b>	<b>5 YEARS</b>
<b>RANGE 1</b>	15,630	16,099	16,582	17,079	17,592	18,120
<b>RANGE 2</b>	16,663	17,163	17,678	18,208	18,754	19,317
<b>RANGE 3</b>	18,200	18,746	19,308	19,888	20,484	21,099
<b>RANGE 4</b>	19,931	20,529	21,145	21,779	22,433	23,106
<b>RANGE 5</b>	21,218	21,855	22,511	23,186	23,882	24,598
<b>RANGE 6</b>	22,664	23,344	23,044	24,765	25,509	26,274
<b>RANGE 7</b>	24,593	25,331	26,091	26,873	27,680	28,510
<b>RANGE 8</b>	26,736	27,538	28,365	29,215	30,093	30,996
<b>RANGE 9</b>	28,747	29,609	30,498	31,413	32,356	33,326
<b>RANGE 10</b>	32,525	33,501	34,506	35,541	36,607	37,705
<b>RANGE 11</b>	35,858	36,934	38,042	39,183	40,359	41,570
<b>RANGE 12</b>	38,843	40,008	41,209	42,445	43,718	45,030