

**STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD
FACT-FINDING TRIBUNAL**

STATE EMPLOYMENT
RELATIONS BOARD
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IN THE MATTER OF FACT-FINDING
BETWEEN:

AMERICAN FEDERATION OF STATE,
COUNTY, AND MUNICIPAL
EMPLOYEES,
OHIO COUNCIL 8, LOCAL 343

AND

COSHOCTON COUNTY ENGINEER

SERB CASE NO. 96-MED-04-0422

REPORT AND RECOMMENDATIONS OF THE FACT FINDER

DATE OF HEARING: October 22, 1996

PLACE OF HEARING: COSHOCTON, OHIO

FACT FINDER: CHARLES W. KOHLER

APPEARANCES:

FOR THE UNION:

Robert L. Thomson, Staff Representative
Jesse Maple, Steward
Norman L. Aronhalt, President
Jerry A. Martin, Committee Representative

FOR THE EMPLOYER:

Robert Windle, Labor Relations Consultant
Fred Wachtel, Coshocton County Engineer
Daniel W. Ford Jr., County Superintendent
Scott Matchett, Safety & Training

PROCEDURAL BACKGROUND

This matter came before Charles W. Kohler, appointed as fact finder upon mutual selection by the parties pursuant to Ohio Revised Code Section 4117.14(C)(3). The fact finder was appointed on August 1, 1996, by means of a letter from the State Employment Relations Board. The fact-finding hearing was held on October 22, 1996, at the Coshocton County Courthouse, Coshocton, Ohio. The Report and Recommendations of the fact finder are to be served upon the parties no later than November 5, 1996, by the mutual agreement of the parties pursuant to Ohio Revised Code Section 4117.14(C)(5).

This matter involves the negotiation of a successor collective bargaining agreement between the Coshocton County Engineer (hereinafter referred to as "Employer") and the American Federation of State, County, and Municipal Employees (AFSCME), Ohio Council 8, Local 343 (hereinafter referred to as "Union").

On June 7, 1996, the parties began negotiating a successor agreement to

replace one the current agreement which expired on August 31, 1996. The parties met on nine subsequent occasions, but were unable to reach an agreement on all issues. The parties did reach an agreement on the following articles; therefore, they were not in issue at the fact-finding hearing, and are hereby incorporated, by reference, as recommendations of the fact finder:

<u>Article</u>	<u>Title</u>
1	Preamble
3	Management Rights
4	Non-discrimination
5	Corrective Action
6	Grievance Procedure
7	No Strike/No Lockout
8	Seniority
10	Breaks During Overtime
11	Bargaining Unit Work
14	Layoff/Recall Procedure
15	Probation Period
16	Check Off
17	Bulletin Boards
18	Union Representation
19	Union Leave
20	Labor/Management Meetings
21	Health and Safety
23	Job Descriptions
25	Protective Clothing
26	Travel (Mileage) Allowance
27	Vacation
28	Holidays
29	Sick Leave
30	Conversion of Unused Sick Leave
31	Court Leave
32	Military Leave
33	Leaves Without Pay
36	PERS "Pick-Up"
39	Waiver in Case of Emergency
40	Severability
41	Successors

The parties agreed that mediation might be helpful in resolving some or all of the outstanding issues. Therefore, the fact finder acted as a mediator, initially meeting with both parties together and then meeting with each party in a separate caucuses. During mediation, agreement was reached on three additional articles. The parties agreed that the language from Articles 12, 13 and 22 from the current collective bargaining agreement would be retained in the new agreement. Therefore, the following articles, having been agreed to by the parties, will be incorporated, by reference, as recommendations of the fact finder:

<u>Article</u>	<u>Title</u>
12	Vacancy and Promotions
13	Temporary Assignment and Pay
22	Training

STATUTORY CRITERIA

The following recommendations relative to the collective bargaining agreement of the parties were arrived at pursuant to their mutual interests and concerns. Consideration was given to the following statutory criteria as set forth in Ohio Revised Code Section 4117.14 (C)(4) and Rule 4117-9-05 (K) of the State Employment Relations Board:

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

FINDINGS OF FACT AND RECOMMENDATIONS

ARTICLE 2 - RECOGNITION

This article defines the bargaining unit by establishing the positions which are to be included in the bargaining unit and excluded from the bargaining unit. There have been some changes in the bargaining unit since the current language was written. The Employer proposes that the current language be changed to reflect the fact that there are fewer employees in the unit now than there were when the current language was written. In some job classifications, there are more job titles than employees. In addition, the Employer proposes to correctly specify the job titles of those positions which are excluded from the bargaining unit.

The Union does not necessarily disagree with the proposition that changes in the definition of the bargaining unit are needed. However, it contends that the changes should first be submitted to the State Employment Relations Board (SERB) for approval.

The fact finder notes that ORC Section 4117.06 provides that the SERB has the final right to designate the appropriate bargaining unit. Thus, any change agreed to by the parties would not be final until it was approved by the SERB. The fact finder advises the parties to file a joint petition for amendment of the certification pursuant to OAC 4117-5-01(E). After the amendment is approved by the SERB, the parties can

adopt a change in the collective bargaining agreement to reflect the change. Until that time, the current contract language should be retained.

Recommendation

The current language of Article 2 should be retained.

ARTICLE 9 - HOURS OF WORK AND OVERTIME

The Employer proposes to amend this article in order to solve a problem which sometimes occurs with respect to overtime work. The current contract allows employees to sign up for overtime work. Overtime is mandatory for only those employees who sign up. One of the responsibilities of the Employer is to remove snow and ice from the roadways. This work often requires that employees be called in to work overtime. The Employer has had problems in the past obtaining a sufficient number of employees to work overtime. The Employer proposes that this article be amended to make overtime mandatory for all employees. Further, it proposes that language be added to specifically state that employees may be disciplined for either refusing or not being available for overtime. It also proposes that the Employer be given the right to use substitute drivers if there are not a sufficient number of bargaining unit employees available in an overtime call-out.

The current collective bargaining agreement states that a normal workday is 7:30 a.m. to 4:00 p.m. In order to give the Employer more flexibility, it proposes that language be added which would give it the right to establish other shifts, on either a temporary or permanent basis. The Employer asserts that it might be able to improve

efficiency if it could schedule employees on different shifts, such as ten hours per day, four days per week.

The Union also proposes changes in this article. It proposes that those employees who are called out on overtime to assist the mechanic be rotated. In addition, it proposes that the minimum call-out time be increased from three to four hours. The Union disputes the contention of the Employer that there is a problem with respect to having a sufficient number of employees available for overtime work. It asserts that there were always enough employees available to clear the roadways in the winter. It admits that the work may have been completed earlier if more employees had been available, but states that all work was completed within a reasonable time.

The parties agreed that a minimum of twelve employees must be available for overtime. The fact finder will recommend a change in the contract to ensure that at least twelve employees are available. Sufficient evidence has not been presented to show that any additional changes should be made to this article.

Recommendation

The current language found in Sections 1 through 5 and Section 7 of Article 9 should be retained. Section 6 of Article 9 should be modified to provide as follows:

Section 6.

Overtime opportunities shall be rotated, beginning with the most senior qualified employee, and equalized by classification as near as practicable (approximately within 16 hours). An overtime list showing the name and classification of each employee, in order of seniority shall be posted in a prominent location.

Employees shall sign an annual declaration or declination stating their willingness and availability to work overtime or their desire not to be placed on the overtime list. If 12 or more employees volunteer to be placed on the overtime list, overtime shall be mandatory for only those employees on the overtime list. If fewer than 12 employees volunteer to be placed on the overtime list, overtime shall be mandatory for all employees in the bargaining unit. Further, the Engineer shall not be required to call an employee who repeatedly is not available for overtime assignments.

ARTICLE 24 - TOOLS AND EQUIPMENT

The Employer proposes that a change be made in this article giving it the right to determine the classification into which replacement or newly acquired equipment shall be placed. A grievance was filed on this issue during the term of the last contract. An arbitrator found the grievance to have been untimely filed. The Employer argues that this change will prevent future disputes on this issue. The Union asserts that the proper classification can often be determined by reference to the job description.

The fact finder feels that the adoption of the Employer's proposal could forestall any meaningful discussion between the parties if another question arises concerning the assignment of equipment to a classification. Therefore, the fact finder will recommend that the current language be retained.

Recommendation

The current language of Article 24 should be retained.

ARTICLE 34 - HEALTH AND LIFE INSURANCE

Currently, the Employer provides Health Maintenance Organization coverage for employees. Employees contribute at the rate of \$15.00 per bi-weekly pay period for the employee, the employee's spouse, and dependants. The current language requires the Employer to maintain coverage at the same or equivalent level of benefits. The Employer has proposed a change in this article which would allow it to provide employees with whatever health insurance plan is provided to other employees of Coshocton County. In addition, the Employer proposes increasing the employee contribution to \$25.00 per bi-weekly pay period. The Employer also proposes that it be able to make a lump sum payment to those employees who are covered under another health insurance plan and decline coverage from the Employer's plan.

The Union proposes that the current language be retained except that the life insurance provider for bargaining unit members be changed to the AFSCME Care Plan. It states that the adoption of the Employer's proposal would allow the Employer to make significant changes in the health insurance, which could be detrimental to employees. During the term of the last contract, some changes in coverage were made, which resulted in additional costs being paid by employees. The Union feels that if employees are required to pay more for health insurance, a larger wage increase will be required.

The fact finder notes that the current language allows the Employer to have some flexibility by allowing it to select the provider and to implement cost containment features. While the Employer's desire to have more flexibility is understandable, the language proposed would give the Employer unfettered discretion to make wholesale changes in the health insurance program without any input from bargaining unit members.

Although the proposal for a lump sum payment for those employees who do not require health insurance has some allure, the Union correctly points out that gaps in coverage could occur under certain circumstances, such as the loss of coverage by a spouse. In addition, some employees might be tempted to unwisely forgo coverage. This is the type of proposal which should not be imposed unless agreed to by both parties.

The fact finder will recommend that the current language be retained in Section 1 of Article 34. The Employer has not present sufficient evidence to justify an increase in the employee's share of the health insurance premium. Therefore, the employees' share of the premium should remain unchanged. The fact finder recommends that life insurance premiums continue to be paid by the Employer but that coverage be provided through the AFSCME Care Plan. This benefit will be included as part of Article 35. Section 2 of Article 34, which provides for continuation of the current life insurance policy, should be deleted.

Recommendation

The current language should be retained in Section 1 of Article 34. Section 2 of Article 34 should be deleted.

ARTICLE 35 - OHIO AFSCME CARE PLAN - DENTAL PLAN 2

Currently, dental benefits are provided to bargaining unit employees through the Ohio Council 8, AFSCME Health Care Plan. The Employer pays \$24.00 per month per employee for this plan. The Union has proposed that life insurance be provided through this plan. The monthly premium for life insurance is \$6.50 per employee. This is similar to the premium currently paid by the Employer for life insurance.

The fact finder feels that the Union proposal should be accepted because the employees desire to obtain coverage from this provider and there is no significant cost differential to the Employer. In addition, Article 35 contains six paragraphs which the parties agree are no longer necessary. Therefore, they should be deleted from the collective bargaining agreement.

Recommendation

Article 35 should provide as follows:

The Employer agrees to contribute to the Ohio Council 8, AFSCME Health Care plan for the purpose of providing Dental Plan 2 and life insurance benefits to eligible bargaining unit employees in accordance with the rules and regulations of the Plan and all applicable Federal and State laws. Contributions shall be made as soon as reasonably possible after the Employer receives the monthly invoice from the Union. Contributions shall be made at the rate of \$30.50 per month for each bargaining unit employee enrolled in the Plan.

ARTICLE 37 - WAGES

The Union has proposed a wage increase of 5 per cent per contract year for all classification of employees. In addition, it proposes that \$2.00 be added to the base rate of each employee as an equity increase. The Employer has offered a wage increase of 2.75 per cent for each year of the contract for all classifications. The employer's proposed wage increase would be effective upon execution of the agreement. The Union's proposed wage increases would be retroactive to September 1, 1996.

The Union asserts that a large wage increase is needed to give employees a wage which is similar to the wage being paid to employees in other comparable jurisdictions. The Employer asserts that its offer of 2.75 per cent is in line with the increase in the cost of living, which has ranged from 2.6 per cent to 2.9 per cent over the last several years. The Employer also points out the average wage increase statewide from 1991 to 1995 has been 3.38 per cent.

The Union proposes that some incentive be paid to those employees who have become accredited by the successfully passing certain examinations. It proposes that employees who have a Class A Commercial Driver's License and have the ability to operate the tractor-trailer rig be compensated by increasing their hourly rate of pay by 50 cents. The Union also proposes that employees in the Welder classification who obtain a certification for welding be paid an additional 50 cents per hour. In addition, the Union proposes that the Employer reimburse the employees for the cost of the welding certification test. The Employer opposes these proposals.

A review of the wage increases for employees of county engineers in some of the counties in the same region of the state as Coshocton County shows that the wage increases are higher than those offered by the Employer but lower than those proposed by the Union. For example, in Tuscarawas County and in Guernsey County, the negotiated wage increase was 3.5 per cent for each year of a three year agreement. In Morgan County the negotiated wage increase was 40 cents per hour in the first year, 35 cents per hour in the second year, and 35 cents per hour in the third year. In Holmes County, the negotiated wage increase was 45 cents per hour in the first year, 30 cents per hour in the second year, and 30 cents per hour in the third year.

In order to provide a comparable wage increase to the employees of Coshocton County, the fact finder recommends that wages be increased by 40 cents per hour for each year of the collective bargaining agreement. This increase will allow all employees to receive a wage increase which exceeds the level of inflation over the past several years. They will have some protection in the event that the rate of inflation increases during the term of the collective bargaining agreement.

The evidence presented to the fact finder shows that an adjustment is necessary in the classification of Maintenance Inventory Clerk. The wage for this classification should be changed to make the wage rate the same as the Highway Maintenance Worker 3 classification.

As the last collective bargaining agreement expired on August 31, 1996, the fact finder feels that it would be most equitable to make the wage increase effective as of September 1, 1996.

The fact finder will recommend that some additional compensation be paid to certain employees, but not to the extent proposed by the Union. The employees who hold a valid Class A Commercial Driver's License should be paid an additional 50 cents per hour for all hours worked on those days that they are required to operate the tractor-trailer rig. Employees who hold the proper certification and who actually perform the job of operating the tractor-trailer rig will thereby be compensated for this additional responsibility.

In order to compensate those employees who are classified as welders and who obtain the welding certification, the fact finder will recommend that a one-time lump sum payment of \$200.00 be paid upon receiving certification. In addition, the Employer should reimburse the employee for the cost of the welding certification test.

Recommendation

The fact finder recommends that the current language of Section 2 and Section 3 of Article 37 should be retained and that new Sections 4 and 5 be added to Article 37. The recommendation of the fact finder is that Section 1 of Article 37 should provide as follows:

Section 1.

The schedule of compensation for bargaining unit classifications shall be increased per classification as follows and indicated in the following wage schedule:

1. Effective September 1, 1996 - \$.40 per hour per classification.
2. Effective September 1, 1997 - \$.40 per hour per classification.
3. Effective September 1, 1998 - \$.40 per hour per classification.

WAGE SCHEDULE

Eff. 9/1/96

Eff. 9/1/97

Eff. 9/1/98

<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 1</u>	<u>Step 2</u>
Tax Map Drafting Tech.	7.13	7.39	7.53	7.79	7.93	8.19
Maint. Inventory Clerk	10.11	10.37	10.51	10.77	10.91	11.17
Security Guard	8.48	8.75	8.88	9.15	9.28	9.55
Highway Maintenance Wrk. 1	9.52	9.78	9.92	10.18	10.32	10.58
Highway Maintenance Wrk. 2	9.80	10.06	10.20	10.46	10.60	10.86
Bridge Inspector	10.60	10.86	11.00	11.26	11.40	11.66
Highway Maintenance Wrk. 3	10.11	10.37	10.51	10.77	10.91	11.17
Mechanic 1	10.31	10.57	10.71	10.97	11.11	11.37
Mechanic 2	10.59	10.85	10.99	11.25	11.39	11.65
Welder 2	10.59	10.85	10.99	11.25	11.39	11.65
Highway Maintenance Wrk. 4	10.87	11.13	11.27	11.53	11.67	11.93
Mechanic 3	10.87	11.13	11.27	11.53	11.67	11.93
Welder 3	10.87	11.13	11.27	11.53	11.67	11.93
Drafting Technician	11.42	11.68	11.82	12.08	12.22	12.48
Bridge Worker 1	10.87	11.13	11.27	11.53	11.67	11.93
Head Mechanic	11.87	12.13	12.27	12.53	12.67	12.93

Sections 4 and 5 of Article 37 should provide as follows:

Section 4.

Any bargaining unit employee who is in the welder classification and obtains a welder certification is entitled to a one time lump sum payment of \$200.00 and reimbursement for the cost of the certification test. These payments will be made after the employee furnishes the Employer with evidence that he or she has obtained the certification.

Section 5.

An employee who holds a Class A Commercial Driver's License and who has the ability to operate the tractor-trailer rig shall be paid an additional 50 cents per hour for every hour worked on any day that the employee is assigned to operate the tractor-trailer rig and actually operates the tractor-trailer rig.

ARTICLE 38 - COMMERCIAL DRIVER'S LICENSE

The Union proposed changes in this article to provide additional compensation for employees who hold a Class A Commercial Driver's License. The Union's proposal has been considered and partially adopted as a recommendation of the fact finder in Article 37 (Wages). Therefore, there is no need for any change in this article.

Recommendation

The fact finder recommends that the current language of Article 38 be retained.

ARTICLE 42 - SUBSTANCE ABUSE

The current language in this article states: "The parties shall continue negotiations of a substance abuse policy." During the term of the agreement, a substance abuse policy was negotiated by the parties and adopted by the Employer. The policy was not, however, incorporated into the collective bargaining agreement. The policy is based on federal law, which required the adoption of such a policy by January 1, 1996. The policy contains procedures for substance abuse testing, including random tests for employees who are required to hold a Commercial Driver's License.

The Union has proposed that language be added which specifies that the

Employer pay for any "return to duty" test and for any follow-up tests which are required by the policy. These types of tests would be administered only after an employee has had a confirmed positive test. The Employer questions whether it would be proper to use tax funds to pay for the additional testing of an employee who has already had a positive test. The Employer asserts that most employers do not pay for this type of test.

The fact finder observes that the parties engaged in negotiations of the substance abuse policy. During these negotiations, the parties were able to consider the proposal of the Union regarding the payment for substance testing. As the policy is already in place, the fact finder recommends that it not be altered at this time. The parties negotiated the policy and there is no evidence before the fact finder to show that a change is warranted at this time. The policy has not been incorporated into the collective bargaining agreement and no evidence was presented to show that it is necessary to include it as part of the collective bargaining agreement. Therefore, the fact finder will recommend that Article 42 be deleted.

Recommendation

Article 42 should be deleted from the collective bargaining agreement.

ARTICLE 43 - DURATION

Both parties propose a three year agreement, which will expire on August 31, 1999. The Employer proposes to add language to Section 3 of Article 43 which further defines the agreement of the parties regarding additional bargaining during the term of the agreement. The Employer asserts that the current language is incomplete and the additional language will clarify the meaning of the section. The Employer also proposes that a new section be added which states that the rights and benefits conferred in the agreement will expire at the same time that the agreement expires. The Employer

states that the language in both proposals is found in the collective bargaining agreements of many other county engineers.

The Union opposes that part of the Employer's proposal which states that the Employer has no obligation to negotiate with the Union over the exercise of management rights under Article 3 of the agreement.

The fact finder agrees with the Employer that the proposed language basically completes and clarifies the existing language contained in Article 43. However, the Employer has not adequately explained the purpose of the language relating to negotiations over the exercise of management rights. Therefore, that language should not be included in the collective bargaining agreement at this time.

Recommendation

The fact finder recommends that the language in Sections 2 and 4 of Article 43 be retained and a new Section 5 should be added. Sections 1 and 3 should be modified to provide as follows:

Section 1.

This Agreement shall be effective upon ratification by both parties, and shall remain in full force and effect through August 31, 1999.

Section 3.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands or proposals on any subject matter not removed by law from the area of collective bargaining, and that the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each knowingly, unmistakably, voluntarily, and unequivocally waives the right and each agrees that the other shall not be obligated to

bargain with respect to any subject matter not covered or referred to in this Agreement, even though subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated this Agreement.

Section 5 of Article 43 should provide as follows:

Section 5.

The provisions of this Agreement establish certain rights and benefits for the Union and employees which shall only be coextensive with the terms of this Agreement, and such rights and benefits shall automatically terminate and cease upon the expiration of this Agreement.

NEW ARTICLE - LONGEVITY PAY

The Union proposes that longevity compensation be paid pursuant to a schedule which would provide compensation to bargaining unit employees based upon their length of service with the Employer. The schedule would provide additional pay of \$135.00 for an employee with three years of service and would increase to \$1125.00 per year for an employee with twenty-five years of service. The Union asserts that this type of provision is included in collective bargaining agreements in other jurisdictions.

The Employer states that it prefers to compensate employees by increases in their base wages. It asserts that the proposal of the Union would result in an increase in compensation of three per cent for the average employee in the bargaining unit. Further, the Employer argues that the majority of the collective bargaining agreements of county engineers do not include a provision for longevity pay.

Obviously, longevity pay is one part of the overall compensation package. It effectively provides some monetary recognition for those employees who have a lengthy record of service with the Employer. This type of compensation may help to

retain experienced employees. However, to add this compensation on top of the increases in base wage would result in a pay raise far in excess of those in comparable jurisdictions. Thus, in order to provide the longevity pay, increases in base pay of all employees would have to be significantly reduced or eliminated. It seems more equitable to provide additional compensation to all employees in the form of an increase in base wages. Therefore, the fact finder will recommend that this proposal not be adopted.

Recommendation

The fact finder recommends that the Union's proposal for longevity pay not be included in the collective bargaining agreement.

AFSCME PEOPLE FUND - NEW ARTICLE

The Union proposes that bargaining unit employees be given the right to make voluntary contributions to the AFSCME PEOPLE Fund through payroll deductions. This fund provides support for political activities of AFSCME. The Union is willing to pay for any costs incurred by the Employer in administering the program. The Union points out that the Employer already allows employees to have payroll deductions made for such purposes as United Way and a credit union. The Union stresses the fact that no employee would be required to make a contribution. It asserts that many employees have indicated that they would be interested in making a contribution through a payroll deduction.

The Employer states that it does not desire to allow the Union to fund political activities by the use of a payroll deduction. It asserts that this provision is contrary to the purposes of the collective bargaining agreement. Further, it points out that this type

of a provision in not usually found in the collective bargaining agreements of county engineers.

This proposal is one which should result in no cost to the Employer. The Union has agreed to reimburse the Employer for the administrative costs of the program. No employee would be required to make a contribution. The Union has stated that there is a strong desire among its members for this program. In addition, due to a legislative change in Ohio, unions are not able to use funds from dues for political purposes. The fact finder will recommend that this proposal be included in the collective bargaining agreement .

Recommendation

A new article should be added to the collective bargaining agreement which will provide as follows:

The Employer agrees to deduct voluntary contributions to Public Employees Organized for Political Legislative Equality (P.E.O.P.L.E.). Deductions shall be submitted to the Union pursuant to the authorization card furnished to the Employer, no later than the tenth (10th) day following deductions. The Union shall be furnished an alphabetical listing of employees having political deductions made at the time the contributions are submitted to the Union. The Union will pay for any administrative cost incurred by the Employer in establishing the contribution program and processing the contributions.

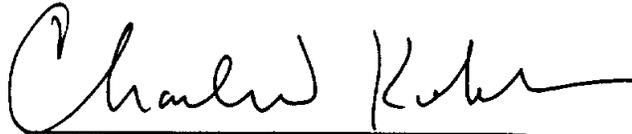
LETTER OF UNDERSTANDING ON HOURS OF WORK/OVERTIME

The current collective bargaining agreement contains a letter of understanding on the subject of hours of work and overtime. There is no evidence of any need to change the contents of this letter. The fact finder will therefore recommend that it be retained in the collective bargaining agreement.

Recommendation

The Letter of Understanding on Hours of Work/Overtime should be retained in the collective bargaining agreement.

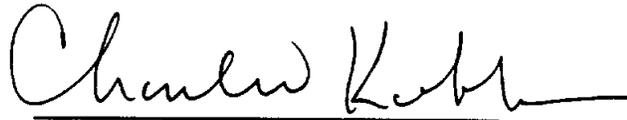
The above stated recommendations are respectfully submitted to the parties for their consideration.

A handwritten signature in black ink, appearing to read "Charles Kohler", written in a cursive style. The signature is positioned above a horizontal line.

Charles W. Kohler, Fact Finder

CERTIFICATE OF SERVICE

I do hereby certify that on this 5th day of November 1996, a copy of the foregoing Report and Recommendations of the Fact Finder was served upon Robert W. Windle, Alberty, Martin & Associates, Inc. 94 Northwoods Boulevard, Suite C, Columbus, Ohio 43235-4721; and Robert L. Thompson, Staff Representative, AFSCME Ohio Council 8, 1145 Massillon Road, Akron, Ohio 44306-4161; each by Federal Express Overnight Delivery; and upon G. Thomas Worley, Administrator, Bureau of Mediation, State Employment Relations Board, 65 East State Street, Columbus, Ohio 43215-4213 by regular U.S. Mail, postage prepaid.

A handwritten signature in cursive script, appearing to read "Charles W. Kohler", with a horizontal line underneath the signature.

Charles W. Kohler, Fact Finder