

# HAND DELIVERED

STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD

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STATE EMPLOYMENT RELATIONS BOARD  
S. 13 10 1996

In the Matter of Fact-Finding :  
:   
Between : Case Number: 96-MED-05-0469  
:   
LAWRENCE COUNTY BOARD OF :  
COUNTY COMMISSIONERS, :  
Employer, : Date of Fact-Finding Hearing:  
: September 10, 1996  
:   
and :  
: Howard D. Silver  
: Fact-Finder  
AFSCME OHIO COUNCIL 8, :  
AFL-CIO AND LOCAL 3319B, :  
Union :  
:

## REPORT OF FACT-FINDER

### APPEARANCES

For: Lawrence County Board of County Commissioners

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Cross Management Consulting Services, Inc.  
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Wheelersburg, Ohio 45694

For: AFSCME Ohio Council 8, AFL-CIO and Local 3319B

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AFSCME Ohio Council 8, AFL-CIO  
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This matter came on for fact-finding hearing on September 10, 1996 at 515 Park Avenue, Ironton, Ohio. Both parties were afforded a full and fair opportunity to present evidence and arguments in support of their positions. At the conclusion of the fact-finding hearing on September 10, 1996, at 1:00 p.m., the record was closed.

## BACKGROUND

The parties have no predecessor collective bargaining agreement for the bargaining unit at issue in this fact-finding. The bargaining unit is comprised of approximately twenty-six employees of the Lawrence County Board of County Commissioners including all service, maintenance, technical, and clerical employees, assistant dog warden, dog warden, auditor (CSEA), case manager, clerk (commissioners), cashier, custodian, data entry operator/mail processor, distribution clerk, legal clerk, maintenance switchboard operator, and switchboard operator/OPOS clerk. The unit was recognized by the State Employment Relations Board on November 1, 1995. See SERB Case No. 95-REP-09-0172.

Eighteen of the twenty-six positions within the bargaining unit are employed within the Lawrence County Child Support Enforcement Agency and comprise positions for which reimbursement for wages and other costs are reimbursed by the federal government by at least 66%. Another bargaining unit employed by the Lawrence County Board of County Commissioners, employees at the Lawrence County Department of Human Services, also contains positions for which substantial reimbursement is received from the federal government. There is some evidence in the record that the reimbursement to the Lawrence County Department of Human Services is at a higher level, that is, higher than 66%, than the level of reimbursement enjoyed by the Lawrence County Child Support Enforcement Agency. There was also evidence presented at the fact-

finding hearing to the effect that the reimbursement rate enjoyed by the Lawrence County Child Support Enforcement Agency is well above 66%. There was no dispute at the fact-finding hearing that the level of reimbursement for the Lawrence County Child Support Enforcement Agency is at least 66%.

Thus, eighteen of the twenty-six positions within the bargaining unit at issue in this fact-finding cost the public employer only 33% or less of the costs of the compensation and benefits paid by the Lawrence County Commissioners to these positions.

A third bargaining unit employed by the Lawrence County Commissioners is comprised of employees of the Rome Sewer District, the water and sewer district serving Lawrence County. The Rome Sewer District generates its own operating funds through fees for water and sewer services provided by the district.

The Lawrence County Department of Human Services bargaining unit recently bargained a new collective bargaining agreement with the Lawrence County Board of County Commissioners, and the Rome Sewer District bargaining unit has a collective bargaining agreement in place with the Lawrence County Board of County Commissioners.

There was no evidence presented at the fact-finding hearing to the effect that the Lawrence County Board of County Commissioners, as a public employer, is financially unable to fund an increase in wages and benefits for this bargaining unit. The Employer did emphasize throughout the fact-finding hearing the need

for all parties in this proceeding to be cognizant of the fact that public funds are at issue and the taxpayers who provide the funds for these increases must be accorded careful and serious consideration.

## ISSUES

### 1. Article 15 - Transfers

The Union proposes that Article 15 of the collective bargaining agreement which addresses the transfer of bargaining unit members by the Employer include language which permits voluntary transfers, that is, transfer of employees desiring to move to a new position. In addition, the Union proposes that language be included addressing involuntary transfers, that is, the transfer of an employee who does not desire to move to a new position. The Union's proposal provides for involuntary transfers ordered by the Employer for operational needs for a period of up to thirty days, with a posting required of the temporary position after thirty days. Under the Union's proposal an employee transferring to a higher classification would receive a higher rate of pay while an employee transferring to a lower classification would suffer no loss in pay. In the event of an involuntary transfer (no employee agreeing to the transfer) the least senior employee in the classification affected is to be transferred. This proposal requires seventy-two hours notice prior to the involuntary transfer and expressly states that involuntary transfers are not

subject to the parties' grievance procedure. In support of its proposal the Union points out that language similar to that proposed by the Union for involuntary transfers is contained within the collective bargaining agreement between the Lawrence County Board of Commissioners and the Lawrence County Department of Human Services and in the collective bargaining agreement between the Commissioners and the Rome Sewer District.

The Employer proposes that its management rights concerning transfers not be restricted by language in the parties' collective bargaining agreement. The Employer stresses the importance of exercising discretion in determining the qualifications necessary for a transfer, and points out that under Ohio statutes and under the tentative agreements reached by the parties in their bargaining for this their first collective bargaining agreement, management rights have been agreed which include the power to assign and reassign work among bargaining unit members.

The fact-finder recommends the adoption of the Union's proposal on transfers. The proposal cedes to the Employer the authority to order an involuntary transfer of the least senior incumbent of the classification affected for a period of thirty days for purposes of operational necessity. The Union's proposal is not grievable and would support the parties' article on posting of vacant positions tentatively agreed. The fact-finder finds the Union's proposal in accordance with two other collective bargaining agreements presently in effect with the Lawrence County Board of Commissioners and therefore recommends the Union's proposal on transfers.

RECOMMENDED LANGUAGE - Article 15 - Transfers

A. Voluntary Transfers

1. Members of the bargaining unit may at any time submit written requests for transfers to positions within their current classification. Such request shall be submitted to the immediate supervisor and forwarded to the Commissioners or their designee.
2. Such requests shall include classification title and the specific work location desired (if any).
3. The Board of Commissioners or their designee will notify employees that have transfer requests on file of any opening in the requested classification.
4. Transfer requests shall be offered to employees that have submitted requests and shall be awarded based on classification seniority.
5. Transfer requests shall be honored prior to the Employer posting the position.
6. Initial probationary employees of the County are not eligible to be considered for voluntary transfer.

B. Involuntary Transfers

1. Transfers of bargaining unit members to a temporary position of thirty (30) days or less may be initiated by the Commissioners at any time such transfer is in the best interest of the County as determined by the Commissioners. The least senior qualified employee must take the involuntary transfer if more senior employees turn it down. (Seniority shall be based on departmental seniority).
2. A unit member affected by such transfer shall be given notice as soon as administratively practicable, but in no case later than seventy-two (72) hours prior to the transfer.

3. Involuntary transfers under Article 15(B)(1) are not subject to the grievance procedure.
4. The Employer shall post the position if the transfer goes beyond the thirtieth day.
5. When transferred to a higher classification the employee shall receive the higher rate of pay. When transferred to a lower classification the employee shall continue to receive his/her regular rate of pay.

## 2. Article 19 - Overtime

The Union proposes language within the parties' collective bargaining agreement addressing overtime which would base overtime on a forty-hour work week. Anything in excess of forty hours in a work week would be paid at the overtime rate. The Union's proposal would calculate overtime on all time in active pay status (actual work time, sick leave, vacation, and compensatory time), would allow compensatory time to an allowable accumulation of 240 hours, would require an equitable distribution of overtime among departments within the bargaining unit, and would pay a minimum of three hours recall pay if an employee is called back to work during an unscheduled time period. The Union also proposes a \$75.00 per week payment for employees required in the course of their duties to carry a pager while off-duty and would require double time plus holiday pay for work required on scheduled holidays. The Union points out that the Lawrence County Department of Human Services unit's contract with the Lawrence County Department of Human Services calculates overtime on any form of paid status, including sick leave, holiday, vacation, etc., provides for \$30.00 per day

for each day an employee is required to be on on-call status, and provides for a minimum of four hours recall pay. The contract with the Lawrence County Department of Human Services also provides for what amounts to triple time pay for holidays worked.

The Rome Sewer District's collective bargaining agreement with the Lawrence County Board of Commissioners calculates overtime on any time spent in paid status, including sick leave, holiday, vacation, etc., pays \$50.00 per week for on-call status, and guarantees one hour of work if recalled to work during nonscheduled hours. In the event a sewer district employee is required to work Thanksgiving, New Year's day, or Christmas day, the employee is entitled to receive double time plus holiday pay for hours worked on these holidays. All other holidays are paid at one and one-half pay in addition to holiday pay.

The Employer agrees to compensate overtime at one and one-half times regular pay but urges that overtime be calculated only on active pay status, that is, hours actually worked. The Employer emphasizes that the Ohio Department of Human Services and the Rome Sewer District have what amounts to their own budgets and the wages and benefits guaranteed under their respective collective bargaining agreements do not impact the Lawrence County general fund as directly as other county positions. The Employer notes that the Rome Sewer District generates its own funds with which to operate and noted that the Ohio Department of Human Services has a unique budget in that it receives a great deal of its funding from the federal government and sources other than the Lawrence

County General Fund. The Employer notes that the Fair Labor Standards Act (FLSA) does not require on-call pay, nor does it require that overtime be calculated on anything other than actual hours worked.

In response to the Employer's proposal, the Union notes that eighteen of twenty-six positions within the bargaining unit at issue in this fact-finding are employed at the Lawrence County Child Support Enforcement Agency which receives substantial amounts of reimbursed operating funds from non-Lawrence County sources. The Union contends that the dog warden and the assistant dog warden are self-sustaining in terms of operating funds and save the County a substantial amount of money by providing euthanasia services at the dog pound rather requiring this work to be contracted out. The Union also emphasizes that calculating overtime on the basis of actual hours worked, vacation, holidays, sick leave, etc. is not new to this County and comprises a present practice.

The fact-finder recommends much of the Union's overtime proposal but in a slightly altered form. The fact-finder recommends that overtime be calculated on a forty-hour work week and be paid at one and one-half times the position's rate of pay. The fact-finder recommends an accumulation of up to 240 hours of compensatory time, as well as language directing an equitable distribution of overtime among the departments of the bargaining unit. The fact-finder recommends two guaranteed hours of recall pay as reasonable under the circumstances, but does not recommend the weekly stipend for carrying a pager. The fact-finder finds the one

and one-half times rate of pay plus holiday pay as provided for in the Rome Sewer District to be a reasonable level of compensation for those employees required to work on a scheduled holiday.

RECOMMENDED LANGUAGE - Article 19 - Overtime

- A. The purpose of the Article is to provide the basis for the calculation of and the payment for overtime and allowed time as provided in the Agreement.
- B. Definitions of Terms
  - 1. The payroll week shall consist of seven (7) consecutive days beginning with Monday at 12:01 am or the nearest starting thereto.
  - 2. Holidays, as enumerated in the Holidays Article, consist of twenty-four (24) consecutive hours beginning at 12:01 am or the next starting time thereto on the holiday. When one of the enumerated holidays falls on Sunday, the following Monday shall be regarded as the holiday and applicable holiday premium shall be paid for Monday instead of Sunday. When one of the enumerated holidays falls on Saturday, the preceding Friday shall be regarded as the holiday and applicable holiday premium shall be paid for Friday instead of Saturday. Hours worked on Saturday holidays, which were observed on Friday, will be paid at straight time.
  - 3. The regular rate of pay, as the term is used in the holiday shall mean the hourly rate in which the employee would have received for the work had it been performed during non-overtime hours.
  - 4. The workday for the purpose of this Article is the twenty-four (24) hour period beginning with the time the employee is scheduled to work.
  - 5. Overtime rate means one and one-half (1 1/2) times the regular rate of pay.

C. Conditions Under which Overtime Rate Shall be Paid

1. Overtime at the rate of one and one-half (1 1/2) times the regular rate of pay shall be paid to an employee for hours worked in excess of forty (40) hours in a payroll week.
2. The Employer shall attempt an equitable distribution of overtime among employees within established classification groups. Employees who are offered overtime and for any reason refuse or fail to work the overtime shall be credited as if they had worked the overtime for the purpose of overtime distribution.

The Employer shall maintain an overtime roster by department by classification groups which shall show employees by name and classification and reflect the hours of overtime worked, and shall be posted at their current locations in each building and updated monthly. Balance will return to zero annually on the effective date of contract.

The Employer shall establish an overtime roster of bargaining unit employees who fall in one of the following classification groups:

CSEA:

Legal Unit  
Case Manager Unit  
Collections  
Clerical

Dog Warden:

Courthouse:

Maintenance  
Custodial  
Clerical

3. If it is determined that overtime has not been equitably distributed, the employee adversely affected shall be given the next available overtime until the overtime has been equalized.
4. For the purpose of calculating overtime, any time spent in paid status, such as sick days, holiday, vacation, etc., shall be counted as hours worked during the work week.

5. There will be mandatory overtime only where necessary to fulfill operational requirements determined by the reasonable discretion of the Administrator.

In instances of mandatory overtime, the employees with the greatest classification seniority in the group will be offered first chance to reject, continuing through the group. The option of refusing is also dependent upon the number of employees in that classification required to fill the operational needs of the work to be performed.

#### Section D Non-Duplication

Payment of overtime rates shall not be duplicated for the same hours worked. Hours compensated for at overtime rates shall not be counted further for any purpose in determining overtime liability under the same or any other provisions in this Agreement.

#### Section E Conditions Pertaining to Allowed Time

1. Employees who report as scheduled or who are notified to report and do report for work shall be paid in the event no work for which they were scheduled is available for two (2) hours at their standard rate of pay. The supervisor may, at his/her discretion, assign the employees to work other than their normal duties for this two (2) hour period. Each employee has the right to refuse said work, but shall forfeit the reporting pay by this refusal.
2. An employee injured on the job shall be paid for all hours of work for which he/she was scheduled to work that day at his/her standard hourly rate.
3. In the event that strikes or work stoppages in connection with labor disputes involving members of the bargaining unit occur, paragraph E-1 of this section does not apply.

## Section F Compensatory Time

1. The County may provide compensatory time off in lieu of monetary overtime compensation, at a rate of one and one-half (1 1/2) hours of compensatory time for each hour of overtime worked.
2. Employees may accrue up to 240 hours of compensatory time known to the Employer not later than the end of the workweek in which overtime was earned.
3. The employee is permitted to make his/her choice (overtime pay or compensatory time off) known to the Employer not later than the end of the workweek in which overtime was earned.
4. Upon termination of employment, an employee will be paid for unused compensatory time at the higher of (1) the average regular rate received during the last three (3) years immediately prior to termination, or (2) the final regular rate received.
5. If an employee wishes to use compensatory time off, it shall be at a time consistent with the operating needs of the Employer.

## Section G

Employees who are recalled to work shall receive a minimum of two (2) hours of pay at the employee's regular hourly rate of pay regardless of the number of hours worked, but are only entitled to this minimum once for each twenty-four (24) hour period of call back status.

## Section H

Overtime must be authorized in advance by the supervisor or departmental protocol.

## Section I

Should an employee be required to work any holiday as listed in Article 24 of this Agreement, the employee shall receive one and one-half (1 1/2) the hourly rate in addition to holiday pay for all hours worked on said holiday, or the guaranteed minimum, whichever is greater.

### 3. Article 24 - Holidays

Bargaining unit members, at present, receive ten scheduled holidays which include New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. The Union's proposal intends to add four holidays, Good Friday (half day), day after Thanksgiving, Christmas Eve Day, and New Year's Eve Day.

The Union agrees that many if not all of the holidays which it proposes to add to the ten holidays presently enjoyed by bargaining unit members are ordered holidays by the Lawrence County Board of Commissioners, but the Union wishes to memorialize these extra holidays in the contract between the parties so as to give bargaining unit members advance notice of the additional days off permitted by the Lawrence County Board of Commissioners. The Union points out that the sewer district enjoys twelve holidays and the Lawrence County Department of Human Services in its negotiations with the Lawrence County Board of Commissioners secured fourteen holidays. The city of Ironton accords twelve holidays to its employees.

The Employer urges that the ten days now accorded to bargaining unit members be retained along with whatever extra holidays are ordered by the Lawrence County Board of Commissioners. The Employer wishes to retain the discretion it possesses concerning allowing the extra holidays but argues against requiring the extra holidays as a matter of contract. The Employer noted that

the courthouse must operate as a unit and the extra holidays proposed by the Union would not accord with this goal.

The fact-finder recommends that in addition to the ten holidays presently possessed by the bargaining unit, New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day, that a total of two days be added. The fact-finder recommends that the latter half of the work day on Christmas Eve Day and the latter half of the work day on New Year's Eve day be declared holidays within the parties' collective bargaining agreement, as well as general election day, a day upon which the Lawrence County Courthouse is closed. This would still permit the Lawrence County Board of Commissioners to authorize additional holidays such as the remainder of the days on Christmas Eve Day, on New Year's Eve Day, the day after Thanksgiving, and the one-half day for Good Friday. This recommendation is in accord with the sewer district contract and the city of Ironton contract, though admittedly it falls one and one-half days short of the more generous Lawrence County Department of Human Services contract.

RECOMMENDED LANGUAGE - Article 24 - Holidays

Section A

All full-time employees in active pay status will be paid for the following holidays:

New Year's Day

Martin Luther King Day  
Presidents Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans' Day  
Thanksgiving Day  
Christmas Eve Day (1/2 day)  
Christmas Day  
General Election Day  
New Year's Eve Day (1/2 day)

#### Section C

To be entitled to "holiday pay" an employee must be on the active payroll (i.e., receives pay) on his last regular work day before and his first regular work day after the holiday.

#### Section D

To be entitled to "holiday premium pay" an employee must work on the day observed by the County as the holiday. Those employees who work the holiday shall in addition to holiday pay receive one and one-half (1 1/2) times their hourly rate for all hours worked on the holiday.

#### Section E

If an observed holiday should fall on a Saturday it shall be observed on the preceding Friday. If an observed holiday falls on a Sunday it shall be observed on the following Monday.

4. Article 27 - Insurance

Under present circumstances, bargaining unit members receive health care/hospitalization insurance coverage along with vision coverage and \$5,000 in life insurance. Employees pay 25% of the premium costs. The Union argues that other Lawrence County employees, those in the Lawrence County Department of Human Services, receive 100% paid hospitalization insurance in addition to the AFSCME Care Plan, additional health coverage providing life insurance, optical coverage, and dental coverage for \$44.25 per month. The Union emphasizes that Lawrence County Child Support Enforcement Agency positions, which comprise eighteen of the twenty-six positions in this bargaining unit, are reimbursed for life insurance costs up to 66%. The Union described the AFSCME Care Plan as very affordable and of great benefit to the employees it covers. The Union also proposes an insurance buy-out whereby a bargaining unit member would receive a lump sum payment in the event the member does not choose to receive health care/hospitalization insurance through the Employer.

The Employer points out that the present practice among many Lawrence County employees is to pay 25% of the cost for their health care coverage and as examples points to sewer district employees and employees of the Lawrence County Auditor's Office. The Employer admits that the Board of Elections, the Lawrence County Department of Human Services, and the Lawrence County Engineers receive 100% paid health care coverage. The Employer

argues against including the AFSCME Care Plan as a duplication of coverage due to the coverage already provided by the County.

The Union emphasizes the small life insurance proceeds paid under the County benefit plan and emphasizes that dental coverage is not received by bargaining unit members under present coverage.

The premiums generally required for health care coverage for bargaining unit members is \$176.00 per month for single coverage and \$436.00 for family coverage. The AFSCME Care Plan, costing an additional \$44.25 per month, would provide dental coverage, vision coverage, life insurance, and payments for hearing aides.

The fact-finder finds that health care costs are fast becoming the second most expensive compensation category paid by employers to the benefit of employees, second only to wages. The high cost of providing these benefits to bargaining unit members supports a spreading of these substantial costs through contributions by bargaining unit members who avail themselves of these direct benefits. The fact-finder therefore favors the proposal of the Employer which recommends a contribution by bargaining unit members for this health care coverage.

The fact-finder is also cognizant of the fact, however, that much of the costs for this benefit, among eighteen of the twenty-six bargaining unit members, two-thirds of the unit, is reimbursed at at least a 66% level, greatly diminishing the cost of this benefit otherwise required to be paid by the Employer. The fact-finder therefore recommends a contribution on the part of bargaining unit members at a reduced compensation rate of fifteen

percent. The fact-finder does not recommend the AFSCME Care Plan because of the duplication of coverage which would result when added to coverage already contractually required of the Employer. When the present additional insurance expires, the parties are free to bargain for the AFSCME Care Plan in lieu of the present coverage, but considering the Employer is contractually required to provide this additional coverage, the fact-finder declines to recommend the AFSCME Care Plan at this time.

The fact-finder also declines to recommend an insurance buy-out for those county employees choosing not to receive group health insurance. Those bargaining unit members declining such coverage would, of course, pay no contribution for said coverage. The fact-finder declines to order a payment to employees declining a benefit offered under the contract.

RECOMMENDED LANGUAGE - Article 27 - Insurance

Section A

The Employer agrees to pay 85% of the cost of hospitalization insurance for bargaining unit members, said insurance being that hospitalization insurance as is provided by the Lawrence County Board of Commissioners in the County Group Health Insurance Plan that is available through the term of this Agreement.

Section B

When an employee is on an approved maternity leave or an approved disability leave, and has reached a non-paid status, the

provides that work normally performed or which can reasonably be expected to be performed by city employees may not be contracted out or subcontracted. The Lawrence County Department of Human Services collective bargaining agreement provides that the Employer has the right to contract out work provided no bargaining unit employee is laid off, reduced in pay, or demoted as a result of the contracting out. This contract also includes language requiring the Employer and the Union to meet and share information about the work intended to be contracted out, to allow the Union input on whether there are bargaining unit members that can do the work.

The Rome Sewer District collective bargaining agreement provides that in the event contracting out or subcontracting out becomes necessary, no employee is to be laid off or suffer a reduction in pay as a direct result thereof. The Lawrence County Board of County Commissioners agreed under this contract that during a period of layoff employees have recall rights and no regular work of the bargaining unit will be contracted out. The Employer emphasizes the discretion and flexibility it requires to operate the county efficiently, decisions which may include contracting out work necessary to the operation of the county.

In many cases contracting out is for services not otherwise provided by the county, such as large construction projects or specialized services. More complicated is the question of what comprises work of the bargaining unit as it relates to what may and may not be contracted out. An example would be the collection of child support arrearages by the Lawrence County Child Support

Employer shall continue the coverage of the group health insurance as called for in this Article for the first three (3) months on non-paid status.

At the end of this three (3) month period, the employee shall have insurance conversion rights, at the employee's expense, if so desired.

The Employer shall only be required to provide the three (3) month coverage referred to above for any one employee for a total of three (3) months within any twelve (12) month period. This twelve (12) month period shall begin on the first day of the first leave in which the Employer provides the above mentioned coverage.

#### Section C

The Employer agrees to provide life insurance as is provided through, and in conjunction with, the County Group Health Plan.

#### 5. New Article - Contracting Out

The Union proposes that the collective bargaining agreement between the parties contain language prohibiting the Employer from contracting out work such that a bargaining unit employee would be laid off, reduced in pay, displaced, or demoted. The language proposed by the Union would also include the requirement that prior to contracting out any work normally performed by bargaining unit employees, in the past or the present, the Employer and the Union would meet and bargain over the work intended to be contracted out.

City of Ironton employees have within their collective bargaining agreement with the city of Ironton language which

Enforcement Agency. In the past, collection work has been pursued exclusively by internal CSEA bargaining unit members; at other times this work has been contracted out to private contractors. To include collection work as the work of the bargaining unit and impede contracting out such work by the Employer would directly affect operational and policy decisions to be made by the county. The fact-finder believes the Employer must operate with flexibility in providing county services among all of the work and economic pressures facing the operation of the County. The fact-finder therefore prefers to attach any anti-contracting out provisions to notions of job security on the part of bargaining unit members. So long as bargaining unit members are not laid off, reduced in pay, displaced, or demoted as a result of contracting out work done by the bargaining unit, the Employer is otherwise free to make decisions concerning the operation of Lawrence County, including which services are to be provided from outside the bargaining unit. The fact-finder does not recommend the second sentence proposed by the Union for its contracting out language which reads: "Before contracting out any work normally performed by bargaining unit employees in the past or present, the Employer and Union shall meet and bargain over the work contemplated contracting out." The fact-finder fears that this language is ambiguous as to the power of the Union to agree to contracting out. The fact-finder prefers the language within the sewer district collective bargaining agreement which reads: "The employer agrees that during a period of layoff, wherein employees have recall rights, no regular work of bargaining

unit employees will be contracted or subcontracted out." The fact-finder therefore recommends an article on contracting out within the collective bargaining agreement between the parties which would affect the Employer's discretion in contracting out work only to the extent that such contracting out would cause the layoff, reduction in pay, displacement, or demotion of a bargaining unit employee.

RECOMMENDED LANGUAGE - New Article - Contracting Out

The Employer shall have the right to contract out work provided that no bargaining unit employee is laid off, reduced in pay, displaced, or demoted. The Employer agrees that during a period of layoff, wherein employees have recall rights, no regular work of bargaining unit employees will be contracted out.

6. Sick Leave Conversion

The Union proposes that a new article addressing sick leave conversion upon the retirement or death of a bargaining unit member be included in the parties' collective bargaining agreement. The Union proposes that upon retirement, accumulated sick leave shall be compensated at a rate of 60%, in the event of death, all accumulated sick leave shall be paid to the surviving spouse or to the estate of the employee if there is no surviving spouse. The Union notes that language to this effect is found within the Rome Sewer District contract. Within the Lawrence County Department of Human Services collective bargaining agreement provision is made

for 50% payment of accumulated sick leave upon retirement, with 100% of sick leave accumulation paid to the surviving spouse or to the estate of the employee if there is no surviving spouse.

The Employer proposes that at retirement, accumulated sick leave be paid out at 25%, with no restriction on the amount of sick leave which may be accumulated. The Employer notes that this accords with Ohio Revised Code section 124.39(B), a statutory provision applicable to exempt state and county employees.

The Union contends that the standard for sick leave conversion expressed within Ohio Revised Code section 124.39(B) is not the normative rate paid in the area of Lawrence County and the bargaining unit requests the same treatment accorded the Rome Sewer District and the Lawrence County Department of Human Services. The Union urges consistency on this issue with other units with which the Lawrence County Board of Commissioners has bargained.

The Employer stresses that the sewer district is self-sustaining; the Lawrence County Department of Human Services is unique in its reimbursement from federal and state sources; and the fixed sums within the general fund available to the Employer to operate the county generally, and the bargaining unit in particular, are limited.

The fact-finder recommends a 50% pay out of accumulated sick leave at retirement and the 100% pay out in the event of the death of a bargaining unit member. The rate of compensation upon retirement accords with the Lawrence County Department of Human Services contract and is 20% less than that accorded the sewer

district. The sewer district is, for all intents and purposes, self-sustaining, and therefore would generate internally the amount of money needed for the 60% conversion rate upon retirement. While eighteen of the twenty-six bargaining unit members are in positions which enjoy substantial reimbursement from sources outside the Lawrence County General Fund, the conversion of sick leave at retirement applies greater direct costs to the Employer than is the case among the sewer district or the human services department. It is noted that the Employer does receive a substantial reimbursement for these costs among eighteen of the twenty-six bargaining unit positions, the positions within the Child Support Enforcement Agency. Thus, the fact-finder recommends a slightly lower conversion rate at retirement, but recommends the proposal by the Union which would pay 100% of accumulated sick leave to a surviving spouse or the estate of the deceased if there is no surviving spouse. The fact-finder finds such language to be consistent, caring, and, it is hoped, rarely used.

RECOMMENDED LANGUAGE - New Article - Sick Leave Conversion

Upon retirement, accumulated sick leave shall be paid at the rate of 50%.

In the event of the death of an employee, all accumulated sick leave shall be paid to the surviving spouse or to the estate of the employee if there is no surviving spouse.

7. ARTICLE 29 - AFSCME People

The Union proposes for inclusion within the parties' collective bargaining agreement language which would require the Employer to deduct wages from any consenting bargaining unit member who is a member of the Union, as provided in a written authorization, for the purpose of remitting to the Union the wages deducted for the purpose of funding a Union political action committee fund entitled AFSCME People. The Union stresses that this benefit requires no cost to the Employer and AFSCME will provide the computer software necessary to make these deductions and remittances to the Union.

The Employer points to Ohio Revised Code section 3599.03.1 which prohibits payroll deductions from public employees for political action committees. The Employer believes that, as a matter of law, Article 29 as proposed by the Union should not be included in the contract between the parties.

The Union, in support of the legality of what it proposes in Article 29 as to deductions for a political action committee fund, presented an opinion letter from Wineberg & Dempsey, a law firm in Washington D.C., commenting on the legality of payroll deductions from public employees to the AFSCME People Committee. This memorandum of law addresses issues of federal preemption of state laws which otherwise could be construed to inhibit or prohibit check-offs by public employees for political contributions. This opinion letter refers to the Federal Election Campaign Act, 2.U.S.C. 441(b), which expressly permits a labor organization to

establish, administer, and solicit contributions to a separate segregated fund to be utilized for political purposes by such labor organization. The opinion letter is to the effect that there is substantial authority that the provisions of the Federal Election Campaign Act and rules prescribed under the Act supercede and preempt state law with respect to election to federal office. The opinion letter cites two advisory opinions of the Federal Election Committee, one which held that the Federal Election Campaign Act preempts conflicting state law on an incorporated political committee's contributions to state political parties, while the other held that the Federal Election Campaign Act preempted state law limiting campaign spending for any candidate seeking office in the state of Minnesota.

The fact-finder recommends that Article 29-AFSCME People not be included in the parties' collective bargaining agreement. The absence of such an article avoids altogether the question of whether Ohio public employee deductions for a political action committee fund are allowed under Ohio Revised Code section 3599.03.1. Whether the Federal Election Campaign Act preempts Ohio law in the context of state and local elections is a delicate subject, bringing into question the interplay of federal and states' rights. The fact-finder suggests that the parties skirt the entire issue by leaving out an article which would require the Employer to collect, handle, and account for funds intended for political purposes on behalf of the Union. The absence of language addressing AFSMCE People would in no way impede individual

bargaining unit members from making political contributions as they see fit, and would not require the Employer to play a role in the administration of funds intended for Union political activity.

RECOMMENDED LANGUAGE - ARTICLE 29 - AFSCME PEOPLE

The fact-finder recommends that this Article be omitted from the parties' collective bargaining agreement.

8. Wages

The Union begins its discussion of wages by pointing out that bargaining unit members would normally have received a 5% wage increase effective January 1, 1996, a wage increase that was foregone so as to address the subject through bargaining. The Union argues that employees of the bargaining unit are grossly underpaid in comparison to similarly situated positions in other bargaining units employed by or in Lawrence County. The Union proposes "equity adjustments" for virtually every position and believes its proposal to be in line with what has been promised to other County employees by the Lawrence County Board of Commissioners. The Union stresses the 66% reimbursement of CSEA positions (eighteen of twenty-six, 70% of the bargaining unit), and proposes a longevity supplement to employees with five or more years of service, noting that longevity supplements are received by other County employees.

The Union presents its wage proposals through base rates for a new hire in each classification, in 1996 and 1997, and through

base rates for bargaining unit members at the time of the effective date of the contract, workers who have amassed varying amounts of seniority in their employment with Lawrence County. The Union proposes a base rate for a new hire for each classification and proposes wage increases for incumbent bargaining unit member for 1996 and 1997. Because the Union is proposing a two-year contract, the Union presents no proposal as to a wage increase for a third year.

The Union emphasizes that a substantial amount of the wages paid to bargaining unit members are reimbursed from federal and state sources, claiming that the wage increases proposed for this bargaining unit, among at least eighteen of its twenty-six positions, would require no additional appropriation by the Lawrence County Commissioners. The Union did agree that in 1995 the Lawrence County Commissioners had spent some monies renovating the building which presently houses CSEA employees.

The Union notes that Lawrence County sewer district employees received equity adjustments that averaged \$2.15 per hour and also received longevity allowances. The Union points to the shift differential paid to Lawrence County sewer district employees and noted, historically, a 5% annual increase for bargaining unit members over the past four years.

The Employer proposes a 5% wage increase to be effective October 1, 1996. The Employer is not amenable to retroactivity, proposing that increases in wages take effect upon the signing of the parties' collective bargaining agreement. The Employer also

proposes bonuses for the cashier positions, the highest paid case manager position, the case manager coordinator position, and the second highest paid case manager position.

The Employer presented Employer Exhibit 9 which reflects that in 1989 the per capita income within Lawrence County ranked 85th among Ohio's 88 counties. The County's budget was presented through Exhibit 10 which presented the opinion of the Lawrence County Auditor that in January, 1997, the Lawrence County General Fund would experience a dramatic and significant drop off in carry-over balance as compared to the carry-over balance on January 1, 1996. According to Employer Exhibit 10 and the Lawrence County Auditor, the carry-over balance January 1, 1997 will likely be about one-half of what it had been on January 1, 1996 in 1997. The January 1, 1997 carryover balance is estimated to be \$718,000.

The Employer claims that the Union's wage proposals amount to as much as 15% to 16% among bargaining unit members and believes these wage increases to be out of line with pay increases generally in the public sector in Lawrence County. The Employer noted that pay increases for local school employees had been small and noted that sewer district employees received wage increases of 3% and 5% over the next two years. The Employer noted that Lawrence County's sheriff employees, through a wage reopener within their collective bargaining agreement, recently bargained a 3% wage increase.

The fact-finder recommends the longevity provision proposed by the Union. Such a provision promotes long-term employment of skilled and experienced employees and rightfully provides

additional payment for longer service. Such provisions are found within the sewer district and human services collective bargaining agreements, and the Union's proposal for employees with five, ten, fifteen, twenty, and twenty-five years of service appears to the fact-finder to be reasonable.

The fact-finder was informed at the fact-finding hearing that there is no systematic method to understanding the wage levels assigned to various classifications within the bargaining unit. Because the parties have no predecessor contract, each employee bargained his or her own salary with the Employer. This system left salary base rates among similar positions that varied greatly with no relation to seniority, work assignment, or performance. The Union witnesses claim the assignment of salary rates to the positions in the bargaining unit by the Employer to be arbitrary and not within any configuration based on logic or work requirements.

With a predecessor agreement the fact-finder would be faced with setting a wage increase for the entire unit across the board and would not be focusing on particular positions and particular wage rates. In the fact-finding herein, however, neither party is claiming a systematic wage rate among the bargaining unit members generally or within particular classifications within the bargaining unit. Complicating this circumstance is the fact that starting pay for a new hire in a position is necessarily different from the pay of an employee who has been employed for some years. Thus, the fact-finder will recommend wage rates for a base hire as

well as wage increases for incumbents of the bargaining unit at the time of the ratification of the parties' agreement.

The fact-finder, in making his recommendation as to wages, recommends that the first wage increase for the bargaining unit be retroactive to January 1, 1996. Such a recommendation would take into account a 5% wage increase which would otherwise have been granted to these bargaining unit members. The fact-finder intends to recommend to the parties that they enter into a three-year collective bargaining agreement and will therefore suggest a wage increase for January 1, 1998, the third year of the contract recommended by the fact-finder. By making the wage increases retroactive to January 1, 1996, with the execution of the agreement toward the latter part of 1996, and with the conclusion of the contract recommended by the fact-finder to be December 31, 1998, the retroactive three-year contract recommended by the fact-finder is, in real time, more in the nature of a two and one-half year contract, with the extra continuity and finality offered by a three-year contract.

Some of the positions in the bargaining unit at issue in this fact-finding are similar, at least in classification title, to positions within the sewer district bargaining unit and, in some cases, to positions within the Lawrence County Department of Human Services. Certain similar positions are also found among city of Ironton public employees. For example, the position of custodian within the city of Ironton pays in the \$9.20 range while the custodian positions in the bargaining unit at issue herein pay

\$6.54 per hour. Maintenance workers in the bargaining unit are paid \$9.12 and \$8.43, while a maintenance worker employed by the city of Ironton is paid \$9.55. A maintenance worker for the sewer district, effective February 1, 1996, is paid \$9.30. Clerks within the bargaining unit are paid \$8.08 and \$9.16, while departmental clerks employed by the city of Ironton are paid at \$9.12 and \$8.40, while in the sewer district departmental clerks are paid, effective February 1, 1996, \$8.83 per hour.

The fact-finder finds that some of the classifications in the bargaining unit at issue in this fact-finding are paid substantially less than similarly situated positions in other Lawrence County departments and departments generally in the public sector in Lawrence County. There are other positions in this bargaining unit, however, which are in line with the pay of other positions, and the unit contains still other positions which appear, at present levels, to be overpaid.

In assessing the various wage rates to be recommended by the fact-finder, the fact-finder paid particular attention to the base rates proposed by the Union for new hires. Because these rates apply to people who are not yet in the bargaining unit, there is reduced pressure to inflate these figures. Because no real person benefits now by the setting of these new hire base rates, these particular figures are viewed by the fact-finder as a good faith effort to estimate the value of these positions in terms of hourly rate, for a new hire, in relation to similarly situated positions outside the unit and in relation to other positions inside the

unit. The fact-finder would expect that higher wages would be paid to incumbents of these positions who have provided years of service and therefore have accumulated skills and experience which merit the increased pay.

The base rates for new hires proposed by the Union to be effective January 1, 1996, are generally in line or intended to approach the line described by hourly wage rates for similar or analogous positions in other bargaining units which bargain with the Lawrence County Board of County Commissioners, and other public bargaining units in Lawrence County, including the city of Ironton and the village of Coal Grove. In some cases a base rate for a new hire in a particular classification proposed by the Union is above the present wage rate for the bargaining unit member in the position, while in other cases the base rate is well below what is presently paid. Those classifications with the poorest relation to the January 1, 1996 new hire base rate are proposed the highest wage increases. For those classifications whose present wage rates are much higher than the new hire base rate, wage increases proposed by the Union are substantially less.

The fact-finder recommends the base rates for new hires proposed by the Union to be effective January 1, 1996. The fact-finder then compared to these base rates the increases recommended for these base rates by the Union for January 1, 1997. For example, the court coordinator position is intended by the Union to have a new hire base pay of \$9.76 in 1996 and a new hire base rate of \$11.29 in 1997, a 16% increase. The legal secretary base pay, which

is to be \$8.52 in 1996, is to increase 24% to \$10.53 in 1997, for a new hire. Cashiers are to have a base rate of \$8.27 in 1996 and are to increase in base rate for a new hire to \$10.04 per hour, an increase of 21%. The base rates for new hire assistant dog warden and receptionist under the Union's proposal would increase 21% and 26%, respectively.

The fact-finder recommends the base rates proposed by the Union for 1996 as a good faith attempt to locate various classifications within the bargaining unit in terms of a reasonable hourly rate for new hires, based on the work of the position. The fact-finder finds these proposed 1996 new hire base rates as proposed by the Union to be reasonable and generally within expected ranges when compared to similarly situated positions in the sewer district bargaining unit, the human services bargaining unit, the city of Ironton, and the village of Coal Grove. While the fact-finder endorses and recommends the base salaries for new hires as proposed by the Union for calendar year 1996, the fact-finder is considerably less persuaded by the sizable increases proposed by the Union for base rates for new hires for calendar year 1997. The fact-finder is not persuaded that there are factors present sufficient to support the raising of these new hire base rates an average of 15% in 1997.

The fact-finder recommends the base rates for new hires proposed by the Union for 1996 and recommends that these base rates increase 5% in 1997 and 3% in 1998 (the fact-finder will be recommending a three-year contract to the parties, retroactive to

January 1, 1996). The fact-finder believes that by using the Union's proposal for base rates for all classifications for 1996, and increasing these rates by 5% and 3% over the three years of the contract, produces new hire base wages commensurate with wages paid for comparable work in other bargaining units with whom the Employer bargains, and with wages paid to other public employees in Lawrence County.

The fact-finder now turns to the base rates for incumbents of the bargaining unit on the effective date of the contract between the parties, which the fact-finder is recommending to be January 1, 1996 and to conclude December 31, 1998. In gauging the proposals of the parties for wage increases, the fact-finder has kept in mind the 5% wage increase which would have been effective January 1, 1996 for which there was precedent over the previous four years. The fact-finder also keeps in mind the base rate for a new hire as recommended above and would expect the base rate for employees with varying years of service to be higher than the new hire base rate in 1996, 1997, and 1998.

The Union has proposed substantial wage increases for many of the classifications within the bargaining unit, with a few exceptions. For the case manager coordinator, the Union proposes an increase of 2.5%; for the two cashier positions the Union is proposing no increase for 1996. For most other positions substantial increases are proposed.

The Union's proposal for January 1, 1996 wage increases includes a 19% increase for the court coordinator to \$10.84 an

hour; a 31% increase for the legal secretary, to an hourly rate of \$9.47; a 29% increase for the legal clerk to \$9.36 per hour; a 13% increase for the modification clerk to \$9.16 per hour; a 9% increase for the process server to \$9.45 per hour; and a 13% increase for case managers (when the average of salaries among six case manager positions is used, case manager salaries range from \$7.22 per hour to \$9.58 per hour) to \$9.40 per hour. The Union's proposal includes an 18% increase for the switchboard operator/OPLS to \$8.41 per hour; a 12% increase for the auditor position to \$11.95 per hour; a 27% increase for the distribution/audit clerk to \$9.19 per hour; a 25% increase for data entry operator/mail processor to \$9.04 per hour; an 8% increase for the dog warden to \$13.48 per hour; a 29% increase for the assistant dog warden, to \$9.15 per hour; a 13% increase for the higher paid maintenance worker to \$10.81 per hour; a 20% increase to the lower paid maintenance worker to \$10.12 per hour; a 22% increase for custodians to \$8.00 per hour; a 10% increase for clerk (commissioners) to \$10.08 per hour; and a 35% increase for the receptionist to \$7.68 per hour. The overwhelming majority of wage increases proposed by the Union for bargaining unit members effective January 1, 1996 amount to well in excess of 5%. If the 5% wage increase intended for the bargaining unit is factored in, the excess wage increases proposed by the Union are viewed by the fact-finder as equity adjustments, that is, the heightening of pay rates to bring them more into conformity with similar work in the area, including other bargaining units bargained by the Employer.

The fact-finder recommends the proposed wage increases by the Union for January 1, 1996 and understands in making this recommendation that the language on wages proposed by the fact-finder would require retroactivity.

The wage increases proposed by the Union for 1997 also provide for substantial increases beyond 5%. The court coordinator is proposed a 16% increase, the legal secretary is to receive 24%, the legal clerk 23%, the modification clerk 22%, case managers 24%, distribution/audit clerk 21%, cashiers 22%, data entry operator/mail processor 16%, assistant dog warden 22%, maintenance persons 15% to 16%, custodians 18%, clerk (commissioners) 9%, and the receptionist 26%. The fact-finder believes the inflated wage increases effective January 1, 1996 serve to provide not only a 5% increase as expected by all the parties January 1, 1996, but extra compensation in the form of an equity adjustment to raise wages to levels generally conforming with similar work in the area. Having provided for that effective January 1, 1996, the fact-finder does not see a reason to provide additional equity adjustments January 1, 1997. The fact-finder therefore recommends wage increases of 5% in 1997 and another 5% effective January 1, 1998.

With the base rate for new hires increasing by 5%, 5%, and 3% in 1996, 1997, and 1998 respectively, the fact-finder finds the initial 5% increase effective January 1, 1996 with equity adjustments, in addition to the 5% effective January 1, 1997 and, 5% effective January 1, 1998 to place bargaining unit members well within the range of other public employees performing similar work.

The fact-finder readily admits that many of the positions within this bargaining unit do not correspond to positions in other units. The fact-finder keeps in mind that the wide range in base pay to case managers among six positions was based on individual negotiations with the Employer and in many cases higher base pay resulted from simply greater insistence on the part of a higher paid employee. The fact-finder has averaged the six salaries of the case managers within the bargaining unit, an average of \$8.32 per hour. The fact-finder has also kept in mind, in making his wage recommendations, the positions which appear to be overpaid (cashier).

The fact-finder does not recommend lump sum payments to any of the positions in the bargaining unit. Many of the positions for which the Employer had agreed to pay bonus payments are positions which are paid more or very close to what was proposed by the Union as an hourly wage effective January 1, 1996. For example, a cashier being paid \$10.81 per hour, according to the Union's proposal, is in a position which should be receiving \$9.19 per hour effective January 1, 1996 and which, with 5% annual increases, increases cashier's wages to \$9.65 and \$10.13 by January 1, 1997 and January 1, 1998, respectively. At \$10.81 (the other cashier is paid at \$10.12) the cashiers are already at what is intended through a 5% increase and equity adjustments January 1, 1996, and a 5% increase effective January 1, 1997, and a 5% increase effective January 1, 1998. Equalling or exceeding the wage rate for this position effective January 1, 1998 in January 1, 1996 provides to this

position pay out of proportion to what is generally believed to be an appropriate wage. Having received and continuing to receive a wage in excess of what the position is reasonably intended to be paid until January 1, 1998, the fact-finder can find no reason to provide additional monies to the incumbents of these well-paid positions.

The fact-finder, in making his recommendations as to wages for the bargaining unit, has kept in mind the public employer's ability to pay, other collective bargaining agreements bargained by the Employer, and other units performing similar work in the general vicinity of Lawrence County. While no economic forecast is guaranteed, the fact-finder believes the public employer to be financially able to pay the wage increases suggested by the fact-finder.

#### RECOMMENDED LANGUAGE - ARTICLE 28 - WAGES

##### Section A

The wage scale shall be that reflected in Appendix A.

##### Section B

Shift differential shall be paid at the rate of twenty-five cents (\$.25) per hour for hours between 12:00 p.m. and 8:00 p.m. and thirty cents (\$.30) per hour between 12:30 a.m. and 8:30 a.m. for those employees regularly scheduled to work other than first shift.

##### Section C LONGEVITY ALLOWANCE

A longevity allowance will be granted each bargaining unit member by adding the following amounts to the scheduled salary:

Completed Years  
of Experience  
 After 5 years  
 After 10 years  
 After 15 years  
 After 20 years  
 After 25 years

Above Schedule  
Allowance  
 15 cents  
 30 cents  
 45 cents  
 70 cents  
 95 cents

APPENDIX "A"

<u>Classification</u>	New Hire			New Hire		
	1/1/96	1/1/97	1/1/98	1/1/96	1/1/97	1/1/98
Court Coordinator	\$ 9.76	\$10.25	\$10.56	\$10.84	\$11.38	\$11.95
Legal Secretary	\$ 8.52	\$ 8.95	\$ 9.22	\$ 9.47	\$ 9.94	\$10.35
Legal Clerk	\$ 8.42	\$ 8.84	\$ 9.09	\$ 9.36	\$ 9.83	\$10.32
Modification Clerk	\$ 8.24	\$ 8.65	\$ 8.91	\$ 9.16	\$ 9.62	\$10.10
Process Server	\$ 8.51	\$ 8.94	\$ 9.21	\$ 9.45	\$ 9.92	\$10.42
Case Manager Coordinator	\$ 9.76	\$10.25	\$10.56	\$10.84	\$11.38	\$11.94
Case Manager	\$ 8.52	\$ 8.95	\$ 9.22	\$ 9.47	\$ 9.95	\$10.45
Switchboard Operator/OPLS	\$ 7.57	\$ 7.94	\$ 8.18	\$ 8.41	\$ 8.83	\$ 9.27
Auditor	\$10.76	\$11.30	\$11.64	\$11.95	\$12.55	\$13.18
Distribution/Audit Clerk	\$ 8.27	\$ 8.68	\$ 8.94	\$ 9.19	\$ 9.65	\$10.13
Cashier	\$ 8.27	\$ 8.68	\$ 8.94	\$ 9.19	\$ 9.65	\$10.13
Date Entry Operator/Mail Processor	\$ 8.14	\$ 8.55	\$ 8.81	\$ 9.04	\$ 9.49	\$ 9.96
Dog Warden	\$12.13	\$12.78	\$13.16	\$13.48	\$14.15	\$14.86
Assistant Dog Warden	\$ 8.24	\$ 8.65	\$ 8.91	\$ 9.15	\$ 9.63	\$10.11
Maintenance 2	\$ 9.73	\$10.22	\$10.53	\$10.81	\$11.35	\$11.92
Maintenance 1	\$ 9.11	\$ 9.57	\$ 9.86	\$10.12	\$10.63	\$11.16
Custodian	\$ 7.20	\$ 7.56	\$ 7.79	\$ 8.00	\$ 8.40	\$ 8.82
Clerk (Commissioners)	\$ 9.07	\$ 9.52	\$ 9.81	\$10.08	\$10.58	\$11.11
Receptionist	\$ 6.91	\$ 7.26	\$ 7.48	\$ 7.68	\$ 8.06	\$ 8.46

Any incumbent assigned a higher hourly wage than that assigned by Appendix "A" shall in no way diminish the salary of the incumbent.

10. Article 30 - Duration

The Union seeks a two-year contract with the Employer desiring to reopen negotiations on a successor agreement two years hence.

Management prefers a three-year agreement and is not amenable to retroactivity.

The fact-finder recommends a three-year agreement effective January 1, 1996. Bargaining unit members would be rewarded by retroactive wage increases dating to January 1, 1996 and could count on 5% increases January 1, 1997 and January 1, 1998. In real time, by the time the parties' collective bargaining agreement is ratified, there will be only two years and a few months until the end of the contract, allowing the Union to reopen bargaining near the time that would occur from a non-retroactive two-year contract.

A three-year contract affords the Employer greater certainty in costs and operations and provides the parties with greater time between formal bargaining for a new contract. The fact-finder favors the longer contract for these reasons and therefore recommends a three-year contract in effect from January 1, 1996 through December 31, 1998.

RECOMMENDED LANGUAGE - ARTICLE 30 - DURATION

Section A

This collective bargaining agreement shall remain in full force and effect from January 1, 1996 to December 31, 1998 inclusive.

Notice to negotiate a successor agreement shall be given by either party no sooner than one hundred twenty (120) days, but not later than sixty (60) days prior to the expiration date of this Agreement.

Discussions will begin no later than sixty (60) days prior to the expiration date of this Agreement.

Section B

The date, time, place, and other conditions for negotiating sessions shall be established by mutual agreement between the parties.

Section C

This Agreement shall be binding upon both parties hereto together with their respective successors and assignees for the duration of this Agreement.

11. Article 31 - Execution of Agreement

At the fact-finding the parties reached tentative agreement and signed documents to that effect concerning the execution of the agreement between the parties. The fact-finder recommends this article as tentatively agreed.

The fact-finder recommends the above recommended language in conjunction with all of the articles tentatively agreed by the parties through their bargaining. In making the recommendations presented above the fact-finder has kept in mind criteria required by Ohio Revised Code Chapter 4117. and Chapter 4117. of the Ohio Administrative Code, including considerations contained within Ohio Administrative Code rule 4117-9-05(J) and Ohio Administrative Code rule 4117-9-05(K).

  
Howard D. Silver  
Fact-Finder

September 19, 1996  
Columbus, Ohio

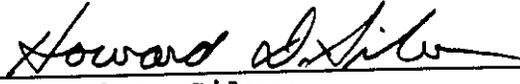
CERTIFICATE OF FILING

I hereby certify that the Report of Fact-Finder was filed with the State Employment Relations Board and mailed this 19th day September, 1996, to the following:

Gene Barrett  
Cross Management Consulting Services, Inc.  
593 Ohio River Road  
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Counsel for Lawrence County Commissioners

and

Sandra S. Shonborn  
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Howard D. Silver  
Fact-Finder

September 19, 1996  
Columbus, Ohio