

## OHIO SERB FACT-FINDING REPORT AND RECOMMENDATION

**CUYAHOGA COUNTY  
(COUNTY)**

- and -

**INTERNATIONAL UNION OF  
OPERATING ENGINEERS, LOCAL 18  
(UNION)**

**SERB Case No.: 2024-MED-07-0770**

November 18, 2024

Proceedings before fact-finder Jared D. Simmer. By letter dated August 19, 2024, and pursuant to the provisions of Section 4117-9-05 of the Ohio Revised Code, this arbitrator was appointed to serve as fact-finder in the above-captioned case by the State Employee Relations Board of Ohio (SERB).

Because the parties appear to have a long-term, productive and mutually respectful working relationship, it is my hope that acceptance and adoption of the recommendations in this Report can form the basis for a new contract.

### I. Appearances

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#### For IUOE Local 18

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## II. Background

This proceeding involves negotiations for a successor collective bargaining agreement (“contract”) between the IUOE Local 18 (hereinafter “Union”) and Cuyahoga County, Engineer Division, Department of Public Works (hereinafter “County”).

According to the Union, Local 18 is a chartered local affiliate of its parent union, the International Union of Operating Engineers. For over seventy years, Local 18 has represented members who work in a variety of construction, power generation, and manufacturing industries across Ohio and parts of northern Kentucky. Currently, Local 18 represents approximately 15,000 operating engineers who work in both the public and private sectors.

The employer in this case, Cuyahoga County, is a large urban county located in the northeastern part of the U.S. state of Ohio. The county seat and largest city is Cleveland. As of the 2020 census, it had a population of 1,264,817, making it the second-most populous county in the state. Cuyahoga is the core county of the Cleveland, Ohio Metropolitan Statistical Area as well as the Cleveland–Akron–Canton, OH Combined Statistical Area.

The current contract between the parties runs from January 1, 2022, through December 31, 2024. This bargaining unit currently has nine (9) members who work in one of two highly-skilled classifications: Construction Backhoe Operators and HMO Heavy. These employees operate and maintain heavy motor equipment involving storm and sanitary sewer line repair, rehabilitation, cleaning, evaluating, and all other activities relating in any capacity to work performed by the County’s Public Works Department. These employees also operate and maintain heavy equipment used in the maintenance, repair, and construction of County roads, as well as all other related work. In short, the primary function of the Public Works Department is to build and maintain public infrastructure and facilities.

According to the Union, after decades of working together, Local 18 and the County have developed an efficient and rewarding bargaining relationship resulting in very few disputes over the terms and enforcement of the parties' contract. In fact, this is apparently the parties' first fact-finding in over eight (8) years.

The contract contains a reopener clause for the third year of the contract, 2024, as to wages and healthcare only. Reopeners are not uncommon, and parties can agree to them for any number of reasons, the most common being allowing time to have a better understanding of what economic conditions will be down the road, to avoid holding up getting a new contract done, budgetary constraints, and so that parties can wait and see what other units will be receiving in their negotiations with the employer.

In this case, given the economic uncertainty created by the COVID-19 pandemic and other global factors in 2021 that impacted the workplace, the parties were unable to resolve wages for all three years of the new agreement. Instead, the parties agreed to a two percent (2%) wage increase for 2022, another two percent (2%) wage increase for 2023, and a wage rate reopener for 2024, along with revisiting healthcare coverage.

The parties held a number of negotiating sessions in 2024 to discuss changes to wages and health insurance, and while some progress was made, they were unable to agree on wages. As a result, the parties requested fact-finding under SERB auspices.

Via an appointment letter from SERB dated August 19, 2024, I was notified that I had been selected by the parties to serve as fact-finder and issue a Report recommending how the open issues should be resolved. Prior to scheduling the fact-finding hearing, I reached out to the parties to explore their interest in availing themselves of my services as a mediator to see if they could settle any open issues with my assistance. The parties agreed, and a one-day mediation was held in Cleveland on October 7, 2024 wherein both parties were afforded the opportunity to

explain their respective positions in further detail, get questions answered, share documents, and explore options for settlement.

During assisted negotiations, the parties were able to narrow their differences, with agreement that current health insurance coverage would remain unchanged in 2024. However, in spite of their best efforts, they were unable to bridge their differences on wages, and the fact-finding hearing was scheduled for and held on October 29, 2024, outside of Cleveland. In advance of the hearing, both parties' briefs and exhibits were received as required by statute, and both submissions were reviewed by this fact-finder in preparation for the hearing.

During the hearing, the parties were provided full opportunity to make their respective cases, and after the parties had made their closing arguments, the record was officially closed.

### III. Fact-finding Criteria

In issuing this Report, as required, I took into consideration the following statutory factors pursuant to (C)(4)(e) of Section 4117.14 of the Ohio Revised Code:

- Past collectively bargained contracts, if any, between the parties.
- Comparison of the unresolved issues relative to employees in the bargaining unit with those issues related to other public and private employees during comparable work, giving consideration to factors peculiar to the area and classification involved.
- The interests and welfare of the public, the ability of the public County to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service.
- The lawful authority of the public County.
- Any stipulations of the parties.
- 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. [OAC Rule 4117-9-05(K)].

#### IV. Open Issues

Due to the parties' agreement that there will be no change to the current healthcare coverage for members of this unit, the sole issue to be addressed in this fact-finding is the appropriate wage increase for 2024.

#### V. Cuyahoga County Exhibit List

<b>Exhibit 1:</b>	CBA Local 18 Heavy Equipment Operators
<b>Exhibit 2:</b>	Side Letter Regarding 2022 COLA
<b>Exhibit 3:</b>	Side Letter Regarding 2023 COLA
<b>Exhibit 4:</b>	Side Letter Regarding Parental Leave
<b>Exhibit 5:</b>	County Proposals
<b>Exhibit 6:</b>	Union Proposals
<b>Exhibit 7:</b>	Local 18 S Electronic Technicians Amendment for 2024 Wages and Health Insurance Reopeners
<b>Exhibit 8:</b>	FOP Common Pleas Probation Department Amendment for 2024 Wages
<b>Exhibit 9:</b>	FOP Forensic Science Laboratory Amendment for 2024 Wages and Health Insurance Reopener
<b>Exhibit 10:</b>	LIUNA Local 860 Fiscal Office, Board of Revision, Treasurer Amendment for 2024 COLA
<b>Exhibit 11:</b>	Teamsters Local 436 Airport Amendment for 2024 Wage and Health Insurance
<b>Exhibit 12:</b>	OPBA CECOMS Call Taker Confirmation Email
<b>Exhibit 13:</b>	Cuyahoga County Council O2023-0017
<b>Exhibit 14:</b>	Health Insurance Presentation
<b>Exhibit 15:</b>	CBA between the Hamilton County Engineer and Teamsters Local Union No. 10
<b>Exhibit 16:</b>	CBA between the Lorain County Engineer and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union Local #8845-1
<b>Exhibit 17:</b>	CBA between the Northeast Ohio Regional Sewer District and AFSCME Local 2798
<b>Exhibit 18:</b>	CBA between the Franklin County Engineer's Office and AFSCME Local 954

VI. Overview of the Parties' Respective Current Wage Proposals

Currently, the HMO Heavy and Construction Backhoe Operators' wage rate, in effect since calendar year 2023, is \$40.04 per hour. The Union's current wage proposal is a six percent (6%) general wage rate increase, effective retroactive to January 1, 2024. A 6% general increase would increase the base wage rate for unit members to \$42.44 per hour.

On the other hand, the County's last offer was to grant this unit the same two percent (2%) general wage increase as received by the entirety of the County's non-bargaining unit employees, and 6 out of 8 of the County's bargaining units in 2024, and making the pay raise retroactive to January 1, 2024. The County's offer would increase the 2024 base wage rate to \$40.84 per hour, or \$1.60/hour less than the Union's proposal.

VII. Each Party's Proposal in More Detail, Followed by My Findings and Recommendations

**Issue #1: Health Insurance**

According to the County, for plan year 2024, the County Executive authorized the Law Department to propose identical contributions to every County bargaining unit for health insurance and ancillary benefit plans, and employees have paid these rates for the entirety of 2024.

Even though the County's proposal to leave unchanged employees' bi-weekly contribution percentages for 2024 comes at the same time the County's healthcare costs are expected to increase by at least five percent (5%), the County asks the fact-finder to adopt its proposed language.

The County's proposed language, following, is quoted verbatim from its brief. Note that deleted language is stricken through, and new proposed language bolded.

**ARTICLE 26 – HEALTH INSURANCE BENEFITS**

**Section 1.** An eligible employee is defined as a full-time employee covered by this Agreement. A Section 125 or cafeteria plan will be provided by the County for health insurance benefits for County employees. The County shall provide

eligible employees the opportunity to enroll in the plan once during each plan year at its annual open enrollment period. The plan year commences on January 1, and ends on December 31 of the calendar year, but is subject to change.

**Section 2.** Effective the first day of the month following full execution of this Agreement, bi-weekly employee contributions for medical, and prescription drug benefits shall be determined as follows:

**A) METROHEALTH PLANS:**

- 1.) For all three (3) years of the Agreement, the County shall offer a Health Savings Account (HSA) plan through the MetroHealth System with no biweekly contribution from employees;
- 2.) The bi-weekly contribution for a non-HSA plan offered through MetroHealth shall be as follows:
  - a. 2022: 93% Employer, 7% Employee
  - b. 2023: 93% Employer, 7% Employee
  - c. 2024: ~~Re-opener~~ **93% Employer, 7% Employee**

**B) OTHER BENEFIT PLANS:** Biweekly contribution rates for all other plans shall be as follows:

- 1.) 2022: 86% Employer, 14% Employee
- 2.) 2023: 86% Employer, 14% Employee
- 3.) 2024: ~~Re-opener~~ **86% Employer, 14% Employee**

**Section 3.** The costs of the medical and prescription drug plans will be determined through an actuarially certified process that is verified through an outside party and that includes reserves necessary to sustain the plans. In successive plan years, the County may add to or delete and/or plans/providers offered. Employees may be offered additional plans with reduced or increased benefit levels.

**Section 4.** Effective the first day of the month following full execution of this Agreement, the Employer shall pay 86% of the cost of the ancillary benefit plans and the employees shall pay 14%. Effective January 1, 2023, the Employer shall pay 86% of the cost of the ancillary benefit plans and the employees shall pay 14%. ~~The Employer and the Union will engage in a Re-opener to establish 2024 rates.~~ **Effective January 1, 2024, the Employer shall pay 86% of the cost of the ancillary benefit plans and the employees shall pay 14%.**

Union's proposal:

The Union has proposed no changes to Article 26.

Discussion:

The County has proposed no increase in employees' current contribution to their health insurance. Rather, its changes represent edits that clean up existing language to reflect that current coverage has been maintained for the last year of the current contract, 2024. I note that when the County's proposed editorial changes were discussed in mediation, the Union had no objections.

Recommendation

Because the Union wished to keep its share of the health insurance costs unchanged, and the County agreed to do so for the 2024 coverage year, as reflected in its proposed changes to the language, I recommend adoption of those proposed changes.

**Issue #2: Wages (Article 28)**

County's arguments in support of its wage proposal, per its post-hearing brief

The County's proposed language is based on pattern bargaining regarding general wage increases, and wage rates for comparable bargaining units.

The County's 2024–2025 budget provides for a two percent (2%) general wage increase for all County employees, including all bargaining units such as Local 18 who have current wage re-openers in their contracts. To date, six of those eight unions have agreed, and it remains under active discussion with one other unit and Local 18. The six units who have received the 2% general wage increase are:

- International Union of Operating Engineers, Local 18S Electronic Technicians
- Fraternal Order of Police, Common Pleas Probation Department
- Fraternal Order of Police, Forensic Science Laboratory
- LIUNA Local 860, Fiscal Office, Board of Revision, Treasurer
- Teamsters Local 436, Airport



- Ohio Patrolmen's Benevolent Association, CECOMS Call Takers

At the present time, the County remains in discussions with the UAW, Court Security Officers.

Cuyahoga County engages in a patterned and consistent process of bargaining, and for reopeners, it has consistently offered the same general wage increase to both bargaining unit and non-bargaining unit employees.

For contracts that have or are expiring, the new County administration has undertaken a comparative wage analysis of certain jobs in those units. If the analysis concludes that wages are not competitive, those employees are given an equity adjustment in addition to the two percent (2%) general wage increase. The rationale behind performing a comparative wage analysis only during successor negotiations is so that the parties can discuss the entire agreement, including wages.

When the County and Local 18 signed the 2021 contract, the Union was only guaranteed a four-percent (4%) wage increase over three years, with a wage re-opener for 2024. The reason for the reopener is the former County Executive did not want to bind the incoming County Executive beyond the end of 2023 which was the last Executive's final approved budget.

In the first two years of the agreement, this unit received the negotiated 4% in raises. However, it also received two additional unanticipated increases in 2022 and 2023 - 1% in July 2022, and a second increase of an additional three percent (3%) in 2023. In other words, members of this bargaining unit have already received wage increases of 6% in the first two years of the contract. And, with the County's proposed additional 2% increase for 2024, retroactive to the first pay period in 2024, it would mean that this unit would have received a total of 8% in wage increases in this contract. In addition to 4% in additional wage supplements, the County also provided members of this bargaining unit with twelve (12) weeks of paid parental leave.

The Union raised the question of wage comparables. While the County generally does not consider comparables for wage re-openers, it made an exception in this case. They demonstrate that not only is the County's proposal in line with other maximum wage rates for other heavy equipment operators, but the County's proposed wage rates not only exceed maximum rates for similar positions in comparable, contiguous counties, but the other large counties in Ohio as well, including Franklin County:

Hamilton County, OH - \$29.34  
Lorain County, OH - \$27.53  
Northeast Ohio Regional Sewer District - \$33.51  
Franklin County, OH - \$40.21  
Cuyahoga County Proposed Rate - \$40.84

Given the multiple supplemental benefits the County has provided the bargaining unit during the life of this contract, as well as the fact that the County's proposed wage rate exceeds that of similarly situated bargaining units, the County's proposed 2% general wage increase for 2024 opener is not only a fair offer, but mirrors what all non-bargaining County employees received.

Union's arguments in support of its wage proposal, per its post-hearing brief

Several factors support the Union's proposed 6% wage increase for 2024:

1. It's important to support comparable pay for public and private employees to help reduce inequality in the labor force, to attract more qualified workers to the public sector, and to improve the financial health of organizations.
2. Past collective bargaining agreements. The parties' contracts from 2016-2018 and 2019-2021 evidence a trend of a 2% increase in wages from year-to-year. The parties' current contract contract, however, supports the Union's proposal of a higher wage increase.

First, the bargaining unit has received a wage increase every year for the past three consecutive contracts from 2016-2023. Second, given the additional 1% increase in wages received in 2022 and 2023, it's clear that a 2% wage increase is

no longer an adequate amount to offset inflation and the rising cost of living. The fact that the parties' have agreed to additional wage increases in the past two years evidence that the County's arbitrary proposal of a 2% wage increase is insufficient.

Third, past contracts show that the annual wage increases were below the average for public employee bargaining units in Ohio. SERB's Fact-Finding/ Conciliation Quarterly Statistics Report for 2021-2024 shows that the average wage increase was 2.5% in 2021, 3.3% in 2022, 3.7% in 2023, and 3.9% thus far in 2024. So, for many years, this bargaining unit's annual wage increase has been below the average for public employees in Ohio.

3. Public employee comparables. The second criteria the fact-finder should consider is a comparison of this unit's wages and annual wage increases to those of other comparable public and private employees. As Cuyahoga is the second most populous county in Ohio, the appropriate comparables are Franklin County and the other employees of Cuyahoga County.

Regarding heavy equipment operators, AFSCME, Ohio Council 8, Local 954 in Franklin County received a 3% wage increase in 2019, a 2% increase in 2020, a 5% increase in 2021, a 6% increase in 2022, a 4% increase in 2023, and a 3% increase in 2024, for an average wage increase of 4.3%.

On the other hand, Cuyahoga County has implemented an across-the-board 2% general wage increase every year from 2016-2021, increases that are far below that of heavy equipment operators in Franklin County. It's the Union's position that members of this bargaining unit deserve a 6% general wage increase that's not only competitive with Franklin County's but will also help offset years of below-average wage increases.

As for other County bargaining units, the Union points to the past two contracts between the Cuyahoga County Engineer and the International Brotherhood of Teamsters ("IBT"), Local 436. This unit received a 4% wage

increase in 2023, and its current contract provides that employees will receive an average wage increase of 10% in 2024, further illustrating how the County's proposed 2% wage increase in 2024 for Local 18 is far below the increases the County has already provided to its other bargaining units.

As regards other County bargaining units, the Teamsters received a 4% wage increase in 2023, and an average 10% increase in 2024, and the Cleveland Building and Construction Trades Council unit received an average wage increase of 4.6% in 2024.

The Union also provided a comparison of this bargaining unit's wages with those of private employer bargaining units doing similar work in similar jurisdictions. For backhoe operators in general, private employers pay significantly higher wages than the County.

For example, Local 18's agreements with the Construction Employers Association ("CEA"), the AGC of Ohio, and the Ohio Contractors Association ("OCA"). In 2023, backhoe operators employed by the CEA and working in Cuyahoga County were paid 14% more than this unit, and have agreed to an additional 3% in 2024; in 2023, backhoe operators employed by the AGC of Ohio were paid 4% more; and operators employed by the OCA were paid 7% more.

If the fact-finder were to recommend the County's proposed 2% wage increase, backhoe operators employed by the CEA would make 15% more than this unit, while a 6% wage increase would bring wages closer to that of the CEA's backhoe operators, who would make only 11% more.

The AGC of Ohio and OCA have both agreed to a wage increase of 6% in 2024. So, with a 2% wage increase, the pay differential between this unit and the AGC of Ohio would rise from 4% to 8%, while a 6% wage increase would keep the differential at 4%. Likewise, the proposed 2% wage increase would bring the pay differential between the Bargaining Unit and the OCA backhoe operators from 7%

to 12%, while a 6% wage increase would increase the differential from 7% to only 8%.

Of these three private-employer comparables, the OCA is most comparable to this bargaining unit because they perform work in Cuyahoga County and also do road, sewer, waterworks and utility construction work. As explained above, the OCA backhoe operators currently make 7% more per hour than Local 18. With a 2% increase, OCA backhoe operators would make 12% more than this unit, but with the Union's proposed 6% increase, this unit's wages will be more competitive with OCA backhoe operators, with the later still making 8% more.

4. Interests and welfare of the public and the County's ability to pay. The County has not alleged an inability to pay the proposed 6% wage increase. Thus, this is not a factor the fact-finder should take into consideration. Rather, what should be considered is how each party's wage proposal affects the interests and welfare of the public.

Local 18 is employed by the Department of Public Works which is tasked with providing a safe and efficient infrastructure system for residents, employees, businesses, and visitors to Cuyahoga County. The key function of the Public Works Department is to build and maintain public infrastructure and facilities which are the foundation of modern society, providing many benefits including economic growth, social cohesion, public health and safety, improved quality of life, and environmental sustainability. Without the work of this bargaining unit, Cuyahoga County residents would not have operating sewage systems and clean drinking water. Given the necessary and irreplaceable work of this unit, the public has a heightened interest in having highly skilled, qualified Public Works employees. The Union's proposed 6% wage increase will not only attract highly qualified employees to work in the Bargaining Unit, but it will also help retain the highly qualified employees.

5. Other factors normally taken into consideration. In addition to the factors addressed above, it is the Union's position that other factors fact-finders normally take into consideration support the Union's proposed 6% wage increase. Most notably, the fact that the overall cost of living in America has skyrocketed in recent years, as reflected in the action taken by the Social Security Administration, i.e., the 5.9% cost of living adjustment ("COLA") for Social Security beneficiaries in 2021, an 8.7% COLA in 2022, and a 3.2% COLA in 2023. Given the rapid increase in cost of living in the United States, Local 18 members continue to fall significantly below the consumer price index ("CPI").

In addition, for Cuyahoga County in particular, the 2024 Sexennial Property Evaluations must be taken into consideration. Based on Cuyahoga County's 2024 Sexennial Property Evaluations, the average property value increase across Cuyahoga County was 32%. It's the Union's position that a 6% wage increase in 2024 is reasonable and warranted because it will not only bring the Bargaining Unit closer to the CPI, but it will also allow the Bargaining Unit to combat the inevitable hike in property value and taxes.

Conclusion. Cuyahoga County has a history of providing the Local 18 HMO Heavy and Construction Backhoe Operators with below average annual wage increases. In comparison to employees performing similar work in Franklin County, employees performing similar work in the private sector, and other employees employed by Cuyahoga County, Local 18 members are either paid less or have received less favorable annual wage increases. In addition, the bargaining unit's average annual wage increase from 2016-2023 of 2.3% has placed the Bargaining Unit well below the Consumer Price Index.

While it does not alleviate the years of below-average wage increases, the Union believes that a wage rate increase of six percent (6%), effective retroactively to January 1, 2024, is appropriate for the parties' 2024 Wage Reopener.

#### **VIII. Fact-finder's Recommendation**

I not only wish to recognize that both parties made well-reasoned arguments in support of their respective positions, but they are to be commended for their long-standing collaborative relationship over the years in service to the public. It was a pleasure working with everyone on this matter.

That said, after a careful, unbiased and thorough review of the record, I recount the following observations that I took into consideration in arriving at my recommendations:

- Since the current contract was signed, the County has not only honored its commitment to provide this unit with a minimum of 4% in wage increases over its 3-year term, but it went above and beyond that by not only providing Local 18 with two additional pay increases beyond what was contractually required, but providing them with a generous 3-month paid paternity leave policy at no cost as well.
- The 2% general wage increase the County is proposing for 2024 is not only consistent with the increase received by all non-bargaining unit County employees, but the great majority of the County's bargaining-unit employees as well.
- Given the County's generosity in offering this unit wage adjustments the past two years beyond what was agreed to in the contract, along with the new paid leave policy, and recognizing that, with some limited exceptions, almost every other County employee will be receiving a 2% raise this year, the County's proposal to offer the same increase to this unit appears neither unfair nor unreasonable.
- Even though the Union could have requested starting negotiations on the reopener on/before January 1, 2024, it didn't do so until July. In spite of that, the County not only entered into negotiations in good faith, but generously

offered to have the 2% pay raise be effective retroactively, back to the beginning of 2024.

- While certain job classifications in the County did receive significant equity adjustments in 2024 that exceeded the 2% general increase, this was the result of a market analysis that revealed that their average salaries were substantially below comparable positions working for other employers.

However, at the hearing, in preparation for the imminent negotiations for a new contract, the County's representatives verbally committed to having a similar analysis done in 2025 for the Local 18 bargaining unit positions. This audit should reveal to what extent, if any, the bargaining unit is underpaid relative to comparables. And, if the Union's assertions that this is the case, then the Union will have every opportunity to address the issue in the very near future at the bargaining table.

[However, it's important to keep in mind that salary differences are but one comparator to take into consideration because there is a marked difference between trade's jobs in the public sector vs. the private sector as regards layoffs, periods of unemployment, paid time off, job security, pensions, benefits and working conditions.]

- I also point out that employers generally make wage adjustments based on the labor market when they are either having difficulty recruiting new employees, or having difficulty retaining current employees. Neither of these appear to be the case here.

In summary, in light of all the above considerations, to wit, the County's offer to make the 2024 pay raise retroactive to the beginning of 2024, all or almost all of the County's other employees agreeing to a 2% general increase for 2024, the County's prior unsolicited pay and benefit's increases to this unit beyond what it was committed to do under the contract, negotiations for a successor agreement imminent where the matter of compensation can be discussed, and the County's representation that a market



analysis will be conducted on Local 18's job classifications in 2025, **I respectfully recommend that the County's proposed pattern 2% general wage increase for this bargaining unit for 2024 be adopted, along with the County's proposed editorial changes to the health care language in Article 26, Health Insurance Benefits.**

Issued: November 18, 2024

Respectfully submitted,

*Jared D. Simmer*

Jared D. Simmer, Esq.  
Fact-Finder

**CERTIFICATE OF SERVICE**

I, Jared D. Simmer, Esq., hereby certify that under the auspices of the Ohio SERB, the above Fact-finding Report was served upon the following parties, to wit, the International Union of Operating Engineers, Local 18, via its representative, Timothy R. Fadel, Esq., and Cuyahoga County, via its representatives Reid W. Stephan, Esq. and Ryan J. Geary, Esq., both of the County of Cuyahoga Department of Law, by both electronic mail and first-class mail, this 18<sup>th</sup> day of November 2024, and similarly sent to the Ohio SERB via electronic mail on the 18<sup>th</sup> day of November 2024 as well.