



State of Ohio  
 State Employment Relations Board  
 65 East State Street, 12<sup>th</sup> Floor  
 Columbus, Ohio 43215-4213  
 (614) 644-8573  
 (614)466-3074 Fax

Fri, 04/13/2018 04:37:49 PM SERB

Case No.  
 2017-MED-02-0138

2018-STK-04-0003

<http://www.serb.state.oh.us/2000%20forms/MED/NTON.PDF>

**NOTICE OF INTENT TO STRIKE OR STRIKE AND PICKET**

<b>INSTRUCTIONS:</b> This document is to be sent to SERB and the other party electronically in read only format. A party lacking the capability for electronic service may file a motion for relief from electronic filing requirements pursuant to OAC 4117-1-02(F). See ORC 4117.14(D)(2) and 4117.11(B)(8), OAC 4117-13-01, and related SERB unauthorized strike determinations.	
<b>1. (Check Intention)</b> <b>Notice of Intent to Strike Only</b>  <input type="checkbox"/>	<b>Notice of Intent to Strike and Picket</b>  <input checked="" type="checkbox"/>
<b>2. Date and Time when Intended Strike will commence:</b> April 23, 2018 at 7:00 a.m.	<b>3. Date and Time when Intended Picketing will commence:</b> April 23, 2018 at 7:00 a.m.
<b>4. Name of Employer where Strike or Picketing is to occur:</b> Mahoning County Engineers	
Address: 940 Bears Den Road	Telephone: ( )
City, County, State, Zip: Youngstown, Mahoning, Ohio 44511	Email :
<b>5. Name of Employer's Representative:</b> Michael D. Esposito, Esq., Vice President	
Address: Clemans Nelson & Assoc. Inc., 2511 S. Arlington Rd., Suite A	Telephone: ( ) 330-785-7700
City, State, Zip: Akron, OH 44319	Email : mesposito@clemansnelson.com
<b>6. Name of Employee Organization recognized as Exclusive Representative of Employees who Intend to Strike or Strike and Picket:</b> Chauffeurs, Teamsters, Warehousemen & Helpers Local Union No. 377	
Address: 1223 Teamsters Drive	Telephone: ( ) 330-743-3111
City, State, Zip: Youngstown, OH 44502	Email :
<b>7. Name of Employee Organization's Representative:</b> John R. Doll	
Address: Doll, Jansen & Ford, 111 W. First St., Suite 1100	Telephone: ( ) 937-461-5310
City, State, Zip: Dayton, OH 45402-1156	Email: jdoll@djlawfirm.com
<b>8. Bargaining Unit: (Please attach)</b>  <input checked="" type="checkbox"/> State Employment Relations Board Certification (Current) – for Board-Certified units (or) <input type="checkbox"/> Copy of collective bargaining agreement recognition clause – for Deemed-Certified units	<b>9. Approximate Number of Employees in Unit:</b>  44

Notice of Intent to Strike or Strike and Picket (ERB 1016 - 10/13)

10. **Collective Bargaining Agreement:** Are the employee organization and the employer currently parties to a collective bargaining agreement?  Yes  No

If yes, state expiration date: (1) of agreement April 30, 2017 (2) of extension \_\_\_\_\_ (if any)

Is this regarding negotiations for a REOPENER of the collective bargaining agreement?  Yes  No

If yes, designate: (1) date on which negotiation period ends: \_\_\_\_\_

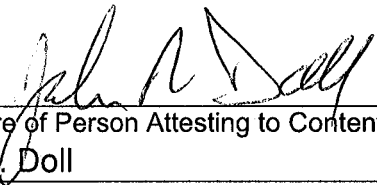
(2) section of re-opener provision: \_\_\_\_\_ (attach copy of provision)

11. **Description of efforts made to resolve the dispute, including Statutory or Alternative Dispute Settlement**

**Procedures:** The parties have met for negotiations on seven (7) occasions and two days of fact-finding hearings with receipt of the Fact Finder's Report on March 15, 2018.

**DECLARATION**

I declare that I have read the contents of this Notice and that the statements it contains are true and correct to the best of my knowledge and belief.



4/13/18  
Date

Signature of Person Attesting to Content of Form

John R. Doll

Print or Type Name

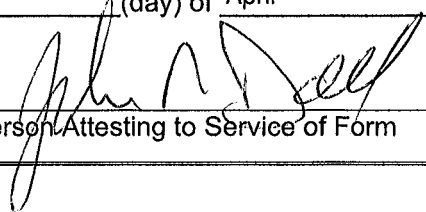
**THIS NOTICE WILL NOT BE ACCEPTED FOR FILING IF THE PROOF OF SERVICE IS NOT FULLY COMPLETED AND SIGNED BY A REPRESENTATIVE OF THE EMPLOYEE ORGANIZATION.**

**PROOF OF ELECTRONIC SERVICE**

I certify that an exact copy of the foregoing Notice of Intent to Strike or Strike and Picket has been sent electronically to:

Michael D. Esposito, Esq., Clemans, Nelson & Assoc., Inc. 2511 South Arlington Rd., Suite A, Akron, OH 44319 at mesposito@clemansnelson.com

this 13th (day) of April (month), 2018 (year).



Signature of Person Attesting to Service of Form

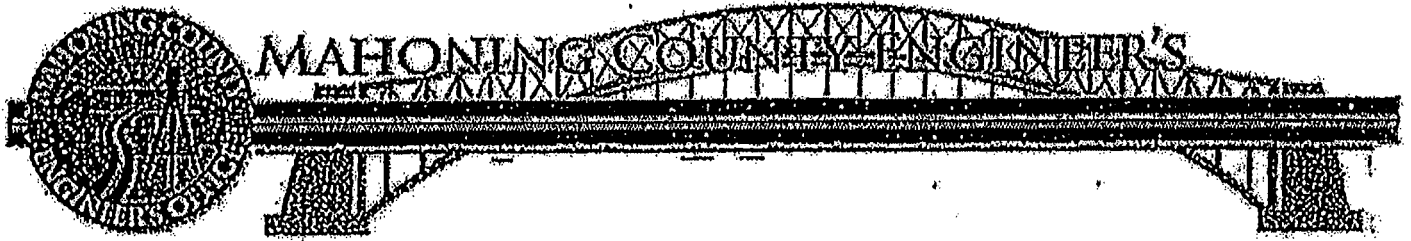
John R. Doll  
Print or Type Name

1516-01  
14-MED-02-0097  
K 32027.

STATE EMPLOYMENT  
RELATIONS BOARD

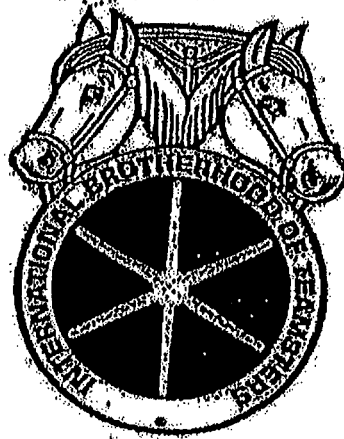
2015 APR -9 PM 3: 22

AGREEMENT  
BETWEEN THE  
MAHONING COUNTY ENGINEERS



AND

TEAMSTERS UNION LOCAL 377



Case #2014-MED-02-0097

Effective May 1, 2014 through April 30, 2017

**PREAMBLE / PURPOSE**

**Section 1. Parties to the Agreement.** This agreement entered into this 1<sup>st</sup> day of May 2014 is by and between the Mahoning County Engineers (hereinafter referred to as the "County" or "Employer") and the Teamsters Union Local #377 (hereinafter referred to as the "Union"). "County" refers to the County Engineer as the appointing authority.

**Section 2. Purpose.** It is the purpose of this agreement to promote and insure harmonious relations, cooperation and understanding between the County and the Union covered hereby, to insure true collective bargaining under state law, to establish wages, salaries, hours, working conditions, and other terms of employment consistent with availability of public funds, and to provide a procedure for prompt and equitable adjustment of grievances.

**ARTICLE 1**  
**UNION RECOGNITION**

**Section 1. Recognition.** The County recognizes the Union as the sole and exclusive collective bargaining agent for the employees covered by this agreement for the purposes of collective bargaining with respect to wages, hours of employment, and all other terms and conditions of employment.

**Section 2. Employees Covered by this Agreement.** The provisions of this agreement shall be applicable to all existing employees of the County Engineer's Office and employees who may be hired in the future by the County Engineer's Office, in the classifications listed in Appendix A of this agreement.

**Section 3. Union Membership Exclusions.** All other employees of the Mahoning County Engineer's Office not listed in Appendix A and/or added by amendment to the unit, including temporary, seasonal, summer, and part-time personnel are excluded from the Union. Temporary, seasonal, summer, and part-time personnel in bargaining unit classifications shall not be solicited for Union membership unless they have been continuously employed by the County on a full-time basis for at least fourteen (14) weeks. The fourteen (14) week time period may be extended by mutual agreement.

**ARTICLE 2**  
**MANAGEMENT RIGHTS**

**Section 1.** The Mahoning County Engineer has and shall retain the full right and authority to exercise the traditional, inherent, and statutory management rights, including but not limited to those rights contained in Ohio Revised Code 4117.08 (C).

**APPENDIX A  
WAGE SCHEDULE**

**Mahoning County Engineer & Teamsters Local 377  
Wage Schedule for Employees Hired Prior to May 1, 2008**

<u>Classification</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Laborer	\$23.35	\$23.82	\$24.53
Equip Operator 2	\$23.99	\$24.47	\$25.20
Equip Operator 3*	\$24.51	\$25.00	\$25.75
Equip Operator 4**	\$24.86	\$25.36	\$26.12
Auto Mechanic	\$24.51	\$25.00	\$25.75
Auto Mechanic 2	\$24.79	\$25.29	\$26.05
Master Mechanic	\$29.29	\$29.88	\$30.78
Foreman	\$25.24	\$25.74	\$26.51
Construction Foreman	\$25.55	\$26.06	\$26.84
Route Marker 1	\$23.35	\$23.82	\$24.53
Route Marker 2	\$23.66	\$24.13	\$24.85
Route Marker 3	\$24.03	\$24.51	\$25.25
Route Marker 4	\$24.58	\$25.07	\$25.82
Fabricator (Welder, Blacksmith Bodyman)	\$24.79	\$25.29	\$26.05
Sign Painter	\$23.66	\$24.13	\$24.85
Ext Arm Ditcher/Mower (will be Classified as Equip Operator 3)	\$24.65	\$25.14	\$25.89
Sewer Jet/Vac Truck Op (will be Classified as Equip Operator 3)	\$24.26	\$24.75	\$25.49

\*Equipment Operator 3 = Mowers, Rollers, Sweeper, Skid Loader, Landscaping Tractor, Bucket Truck, Broom

\*\*Equipment Operator 4 = Loader, Back Hoes, Graders, Berm Loader, Paver, DROTT, Pug Mill, Tar Distributor

**APPENDIX A  
WAGE SCHEDULE (Continued)**

**Mahoning County Engineer & Teamsters Local 377  
Wage Schedule for Employees Hired After May 1, 2008**

<u>Classification</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Laborer	\$17.50	\$17.85	\$18.39
Equip Operator 2	\$17.99	\$18.35	\$18.90
Equip Operator 3*	\$18.37	\$18.74	\$19.30
Equip Operator 4**	\$18.65	\$19.02	\$19.59
Auto Mechanic	\$18.37	\$18.74	\$19.30
Auto Mechanic 2	\$18.59	\$18.96	\$19.53
Master Mechanic	\$21.96	\$22.40	\$23.07
Foreman	\$18.93	\$19.31	\$19.89
Construction Foreman	\$19.16	\$19.54	\$20.13
Route Marker 1	\$17.50	\$17.85	\$18.39
Route Marker 2	\$17.76	\$18.12	\$18.66
Route Marker 3	\$18.01	\$18.37	\$18.92
Route Marker 4	\$18.43	\$18.80	\$19.36
Fabricator (Welder, Blacksmith, Bodyman)	\$18.59	\$18.96	\$19.53
Sign Painter	\$17.76	\$18.12	\$18.66
Ext Arm Ditcher/Mower (will be classified as Equip Operator 3)	\$18.49	\$18.86	\$19.43
Sewer Jet/Vac Truck Op (will be classified as Equip Operator 3)	\$18.20	\$18.56	\$19.12

\*Equipment Operator 3 = Mowers, Rollers, Sweeper, Skid Loader, Landscaping Tractor, Bucket Truck, Broom

\*\*Equipment Operator 4 = Loader, Back Hoes, Graders, Berm Loader, Paver, DROTT, Pug Mill, Tar Distributor

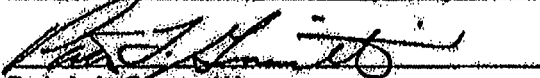
**ARTICLE 38  
DURATION**

**Section 1.** Unless otherwise extended with the mutual consent of both parties, the terms and conditions of this agreement shall remain in full force and effect from May 1, 2014 through April 30, 2017.

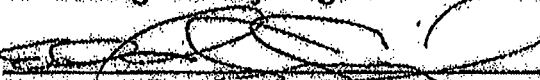
**Section 2.** Renegotiations for terms and conditions beyond the date of April 30, 2014, shall seek to begin no later than January 10, 2017.

Agreed to this day of May 27, 2014.

**For the Mahoning County Engineer**



Patrick Ginnetti  
Mahoning County Engineer



Ed Janczewski



Richard P. Clautti

\_\_\_\_\_  
David G. Ditzler

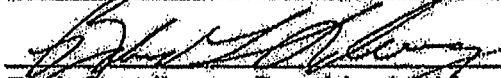
\_\_\_\_\_  
Anthony T. Trafficanti

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Carol Rimedio-Reggetti

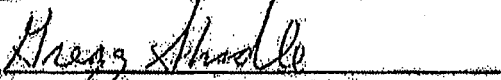
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**For Teamsters Union Local #377**



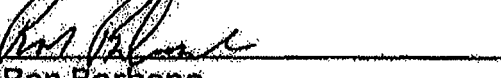
Rich Sandberg, President / BA



Gregg Shadle, V.P. / BA



Ralph "Sam" Cook, Sec-Treasurer



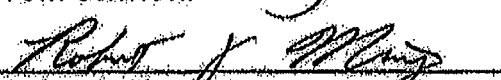
Ron Barbone



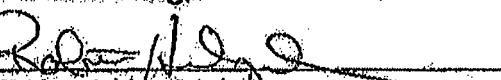
Mike Galterio



Tom Sawicki



Robert Mingo



Robert Hoelzel