

Appearances

For the Employer:

Timothy D. Wood, Esq. - Attorney for Employer
LaVerne Boyd, Esq. - Attorney for Employer
Jeffrey Patterson - Human Resources Director
George A. Phillips - Deputy Executive Director
Mark Hunt - Employee Relations Specialist

For the Union:

Joyce Goldstein, Esq.- Attorney for Union
Emily Tidball, Esq.- Attorney for Union
Michael Murphy - President, Local 47
Mark Davis - Vice-President, Local 47
Cheryl DeLauer - Business Representative/Recording Secretary, Local 47
Dorothy Harris
Michael Morgan

I. PROCEDURAL BACKGROUND

This matter first came on for hearing on February 11, 2003, before Jonathan I. Klein, appointed as fact-finder pursuant to Ohio Rev. Code Section 4117.14, and Ohio Admin. Code Section 4117-9-05, on May 31, 2002. The hearing was conducted between the Cuyahoga Metropolitan Housing Authority ("Employer" or "CMHA"), and the Service Employees International Union, Local 47 ("Union"), at the law office of Brouse McDowell located at 1001 Lakeside Avenue, Cleveland, Ohio.

There are two bargaining units involved in this fact-finding process: the maintenance unit and the clerical unit. The maintenance unit is comprised of approximately 329 employees assigned to the following twelve (12) classifications: Service Person V, Service Person IV, Service Person II, Vehicle Mechanic, Appliance Repair Technician, Warehouse Person, Heavy Equipment Operator, Distribution Assistant, Stock Clerk, Custodian, Bus/Van Driver and Groundskeeper. As of the date of the fact-finding hearing, there were no employees assigned to the Appliance Repair Technician, Warehouse Person and Groundskeeper classifications.

The clerical unit is comprised of approximately 136 employees assigned to the following eighteen (18) classifications: Eligibility specialist, Contract Specialist, HQS Inspector, Housing Recertification Clerk, Housing Eligibility Interviewer, Housing Eligibility Analyst, Management Assistant, Leasing Specialist, Customer Service Specialist, Inspection Schedulers, Program Assistant, Service Request Operator, Mail Clerk, Home Visitation Specialist, Data Entry, Clerk Typist, Receptionist and File Clerk. As of the date of the fact-finding hearing, there were no employees assigned to the Housing Eligibility Interviewer, Management Assistant, Leasing Specialist, Service Request Operator, Home Visitation Specialist and File Clerk classifications.

The only unresolved issue before the fact-finder is wages. Included in the wage issue is the Union's proposal regarding the creation of two Service Person V positions for plasterers. The fact-finder incorporates by reference into this Report and Recommendation all tentative agreements between the parties relative to the current negotiations except for those tentative agreements or portions thereof which are submitted with respect to the open issue. In making the

recommendations which follow, the fact-finder has reviewed the arguments and evidence presented by the parties at hearing, and in their respective position statements and post-hearing briefs.

II. FACT-FINDING CRITERIA

In the determination of the facts and recommendation contained herein, the fact-finder considered the applicable criteria required by Ohio Rev. Code Section 4117.14(C)(4)(e), as listed in 4117.14(G)(7)(a)-(f), and Ohio Admin. Code Section 4117-9-05(K)(1)-(6). These fact-finding criteria are enumerated in Ohio Admin. Code Section 4117-9-05(K), as follows:

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

upon dispute settlement procedures in the public service or in private employment.

III. FINDINGS OF FACT AND CONTENTIONS OF THE PARTIES

A. Introduction

CMHA is a housing authority created by Ohio Revised Code Section 3735.27 to provide housing for low-income residents in Cuyahoga County. CMHA was the first public housing authority (“PHA”) in the United States, and it is the largest housing authority in Ohio.¹ The United States Department of Housing and Urban Development (“HUD”) is the primary source of funding for CMHA’s operations, and funding for HUD is appropriated by the United States Congress. As of the date of the fact-finding hearing, no appropriation bill had been passed by Congress for 2003. CMHA’s projected operating subsidy from HUD for 2003 is approximately \$47.8 million dollars.

The parties’ most recent collective bargaining agreements expired on June 30, 2002. On October 25, 2002, the parties reached a tentative agreement which was submitted to the bargaining unit members for ratification. (Union Ex. C). The membership subsequently rejected the tentative agreement on October 30, 2002. The parties resumed negotiations and once again reached a tentative agreement on November 8, 2002. (Union Ex. D). The November 8, 2002, tentative agreement provided for a \$0.50 per hour wage increase effective July 1, 2002; various

1. The fact-finder has substituted “PHA” for those instances where the Union refers to metropolitan housing authorities, or “MHAs.”

internal wage rate adjustments effective January 1, 2003; a \$0.30 per hour wage increase effective July 1, 2003; and \$0.30 per hour wage increase effective July 1, 2004. The bargaining unit members failed to ratify the November 8, 2002, tentative agreement.

B. Employer's Position Statement

CMHA requests that the fact-finder recommend that the parties accept the November 8, 2002, tentative wage rate agreement. CMHA also opposes the Union's proposal to add two employees to the Service Person V classification. It points out that the only open issue which the parties agreed to submit to fact-finding was the wage issue. CMHA asserts that the fact-finder has no authority to make any recommendations regarding its contractual arrangements with HUD. According to CMHA, HUD has the exclusive jurisdiction to decide whether or not the prevailing wage provisions of the U. S. Housing Act apply to various employees in the maintenance bargaining unit.

CMHA also contends that the Union is barred from raising this issue in fact-finding because it was not raised during the negotiations. Furthermore, the prevailing wage provisions set forth in the HUD regulations and directives do not apply to CMHA's employees unless they are working on development projects or non-routine maintenance projects. CMHA submits that the employees assigned to the maintenance unit perform only routine and general maintenance duties on existing housing facilities and administrative offices.

CMHA is willing to honor the final offer agreed to by the parties on November 8, 2002, which provides as follows:

July 1, 2002 -	\$0.50 per hour wage increase
January 1, 2003 -	agreed upon wage adjustments to employees in various job classifications (average \$0.14 per hour wage increase)
July 1, 2003 -	\$0.30 per hour wage increase
July 1, 2004 -	\$0.30 per hour wage increase

C. Union's Position Statement

The Union proposes that all tentative agreements reached by the parties should become final, with the following exceptions:

Two Service Person V positions for plasterers will be created and filled.

All maintenance employees shall be paid at wage rates prevailing in the Cleveland locality, but no less than at the rates tentatively agreed to for the first year and hourly increases of sixty cents in each of the second and third years. In the event that the Department of Housing and Urban Development, in accordance with the United States Housing Act, determines that the rates established in this agreement are below the prevailing wages in the community, the HUD-determined or approved rates will replace those rates in this agreement.

All other employees shall receive hourly increases of sixty cents in each of the second and third years.

(Union's Position Statement, at 3).

The Union points out that the Service Person V classification was created by agreement between the parties in January 2001 (Union Ex. H), and such a job classification was designed

for employees who perform a single specialized task and possess the level of skill required to perform that task. Specifically, the Service Person V classification was created for employees with five or more years of experience in the Service Person IV classification specializing in plumbing, electrical, carpentry or roofing. The Union has proposed the creation of two Service Person V positions for plasterers in order to bring parity to the plasterers position in relation to the other semi-skilled maintenance employees within the bargaining unit. The Union asserts that there are nine employees in the Service Person IV classification who exclusively perform plastering jobs.

The Union notes that the entry-level wage rates at the bottom of each pay band did not increase over the duration of the previous contract. Additionally, there are no step increases within a band, and the only way for an employee to receive a higher wage rate is to obtain an annual pay increase. The disparity between the lowest paid newly hired employees and the highest paid workers in the same classification increased without any mechanism to close the gap. The Union also notes that the previous contract resulted in theoretical top wages that are paid to no employees actually occupying various classifications. In recognition of the wage disparities, CMHA agreed to implement minor wage equity adjustments effective January 1, 2003, which would increase the wage rates for employees at the very bottom of the pay bands. CMHA has concluded that these wage adjustments average \$0.14 per hour. The Union contends that the aforementioned wage adjustment is simply inadequate.

The Union asserts that CMHA is required by federal law to pay prevailing wages in the community to its maintenance employees. The Union requests that the fact-finder establish a prevailing wage rate and recommend that all employees be paid at least that amount because the Employer's proposed wage rates generally fall significantly below the prevailing wage rates. The Union argues that the fact-finder does not have the discretion to ignore the legal requirements which constitute the "lawful authority of the employer."

Section 12(a) of the Housing Act of 1937, 42 U.S.C. Section 1437j(b)(3) requires that all maintenance workers employed by public housing authorities must be paid "not less than the wages prevailing in the locality." The Section 12(a) prevailing wage obligation for "maintenance laborers and mechanics employed in the operation . . . of the low income housing project involved" is then incorporated into Article II, Section 211 (A) of the Annual Contribution Contract ("ACC"). (Union Exhibit I).

Within HUD, the individual ultimately responsible for the determination and administration of the prevailing wage requirement is the Assistant to the Secretary for Labor Relations. (HUD Notice 95-01-SL, 1-6a). In order to establish the prevailing wage rate, HUD requests that PHAs conduct wage surveys and submit their proposed wage rates to HUD. The local PHA's proposed wage rates must be submitted to HUD on a Form 52158. (Union Ex. L). In the event HUD concludes that the proposed rates are not "prevailing," it may reject the rates and direct the local PHA to re-submit more appropriate figures.

The Union contends that CMHA has failed to satisfy its prevailing wage rate obligation. According to the Union, HUD has determined that CMHA has failed to provide appropriate prevailing wage rates for maintenance employees, and it has afforded CMHA additional time within which to submit a more appropriate report. The Union requests that the fact-finder review the data on comparable wages which it has submitted, and make a recommendation regarding the appropriate prevailing wage rates for each of the maintenance employee classifications. Under HUD policy, the rates established through collective bargaining and dispute resolution procedures such as those provided under Ohio Revised Code Section 4117 are accorded respect.

The Union acknowledges that exact comparables are not always possible to identify when comparing the wage rates for employees at Ohio metropolitan housing authorities. The Union asserts that the following PHAs are comparable to CMHA: Akron Metropolitan Housing Authority, Cincinnati Metropolitan Housing Authority, Columbus Metropolitan Housing Authority, Lucas Metropolitan Housing Authority and Youngstown Metropolitan Housing Authority. The Union also points out that SERB has created a Benchmark Report which compares the maintenance and clerical positions at the various PHAs in Ohio. (Union Ex. S). The Union utilized data from SERB's report to compare the proposed prevailing wage rates for the maintenance employees and its proposed wage rates for clerical employees.

The Union further asserts that the following local, public employers have employees in bargaining units who perform work which is comparable to the work performed by CMHA employees: Cleveland Municipal School District, Cuyahoga County Board of Commissioners

(Central Services), Cuyahoga Board of County Commissioners Community Services (Sanitary Services), Cuyahoga County Board of Mental Retardation and Developmental Disabilities, and the Greater Cleveland Regional Transit Authority. The Union also considered data from the Department of Labor in regards to the prevailing wage rate for maintenance employees.

The Union's proposed wage rates for employees in the maintenance bargaining unit is, as follows:

Local 47 proposes that any employee whose current wage rate falls below the prevailing wage rate should be moved up to at least the prevailing wage rate. If an employee's current wages fall below the prevailing wage, but are less than \$.50 per hour below, it is proposed that the employee's first year rate be set at their current rate plus \$.50 per hour, rather [than the] prevailing wage. It is proposed that all other employees whose current wages are above the prevailing wage receive the agreed upon \$.50 per hour raise in the first year of the contract. For the second year of the contract, Local 47 proposes a \$.60 wage increase on July 1, 2003, and for the third year of the contract, Local 47 proposes a \$.60 wage increase on July 1, 2004.

(Union's Position Statement, at 23 - 24).

With regard to the clerical employees bargaining unit, the Union's proposal is follows:

Local 47 reaffirms that for the first year of the contract, commencing on July 1, 2002, the wage rate should be the \$.50 increase to which the parties have previously tentatively agreed, in addition to the equity adjustments already agreed to and not at issue in this fact-finding. In the second and third years of the contract, on July 1, 2003 and July 1, 2004, Local 47 proposes a \$.60 per hour increase in each of those years.

(Union's Position Statement, at 64).

The Union acknowledges that CMHA's funding is unclear at the present time. However, it points out that CMHA has already agreed to provide greater wage increases to other internal bargaining units, specifically sworn police officers represented by the OPBA and employees represented by Operating Engineers Local 18-S.

D. Testimony at Hearing

At the fact-finding hearing conducted on February 11, 2003, the parties stipulated that HUD has issued no formal response to the December 23, 2002 survey response. The parties also agreed that Section 115 of the Annual Contributions Contract is not applicable to this case.

Mark Davis, the vice-president for Local 47, testified that he is familiar with collective bargaining agreements between the Union and other employers. He discussed the contracts between the Union and the Cleveland Clinic, Lutheran Hospital and Huron Road Hospital. Davis specifically stated that there is no environment support assistant position at the Cleveland Clinic. However, there is a maintenance engineer position at the Cleveland Clinic that is comparable to a Service Person IV position at CMHA. Davis detailed the various benefits received by employees at the Cleveland Clinic. He stated that there are eight employees in the maintenance department at Lutheran Hospital, and those maintenance workers are similar to Service Person II and IV positions at CMHA. Davis also discussed the various benefits received by maintenance employees at Lutheran Hospital. He indicated that there are only three groundskeepers at Huron Road Hospital, rather than eighteen as alleged by CMHA. According to Davis, a general

maintenance position at Huron Road Hospital is comparable to a Service Person II position at CMHA.

On cross-examination, Davis acknowledged that individuals who are not in the Union are also employed at the Cleveland Clinic. He also confirmed that he has never worked in the Service Person IV classification. Davis then discussed the various routine maintenance duties which are performed at Lutheran Hospital and the Cleveland Clinic. He admitted that maintenance employees at the Cleveland Clinic are more specialized in a few specific areas. Davis reiterated that there are eleven employees in the maintenance department at Huron Road Hospital, and there are eight employees in the maintenance department at Lutheran Hospital.

Cheryl DeLauer, the recording secretary and business representative for Local 47, discussed her experience in handling grievances and negotiating contracts for the Union. She then described the various job classifications at CMHA and comparable positions at other local employers. DeLauer specifically stated that the higher level maintenance positions at the Cleveland Municipal School District are comparable to Maintenance Person V positions at CMHA. She acknowledged that Service Person II positions at CMHA perform unskilled maintenance activities, whereas Service Person IV positions complete some "skilled" work orders.

DeLauer testified that a mechanic 2 position at the Cuyahoga County Commissioners Community Services Department is comparable to a Service Person IV position at CMHA, and a mechanic 1 position is comparable to a Service Person II position. Additionally, a maintenance

repairman at the Cuyahoga County Commissioners Central Services Department is comparable to a Service Person IV position at CMHA. DeLauer also claimed that an auto mechanic I position at Central Services is very similar to the vehicle mechanic position at CMHA. She also confirmed that a commercial drivers license is required for the position of heavy equipment operator at CMHA, while there is no requirement that an equipment operator employed by Cuyahoga County possess such a license. DeLauer claimed that a custodian at CMHA has more responsibilities than custodians who are employed by Cuyahoga County.

DeLauer further discussed the duties and responsibilities of various clerical classification employees at CMHA. She compared the position of Inspection Scheduler at CMHA with a scheduler position at the Cleveland School District. Additionally, a data entry 2 position at the Cleveland School District is comparable to a Data Entry position at CMHA. Finally, DeLauer testified that a Clerk 2 position at Central Services is comparable to a receptionist position at CMHA.

On cross-examination, DeLauer acknowledged that employees assigned to the Service Person V classification at CMHA are not required to possess special certifications. Additionally, she confirmed that all Service Person II, IV and V positions participate in cleaning housing units and perform routine repair and maintenance duties. DeLauer also stated that a Distribution Assistant position falls between a Service Person II and Service Person IV position with respect to wage rate. She testified that employees assigned to Vehicle Maintenance positions change the oil and air filters in motor vehicles, in addition to other routine vehicle maintenance activities.

DeLauer confirmed that Vehicle Maintenance employees do not rebuild engines. She also stated that inspectors set up schedules for Section 8 housing to be reviewed.

E. Employer's Post-Hearing Brief

CMHA's position before the fact-finder is that despite the unsettled funding issue, it is willing to honor the November 8, 2002, tentative agreement regarding wages. The Union's argument pertaining to "prevailing wage" is not properly before the fact-finder. Additionally, the Union's argument regarding the "prevailing wage" is flawed and deceptive, and without merit. CMHA asserts that the parties have historically negotiated a total wage package, and pay increases have been in cents per hour, rather than percentage increases. In the instant case, there is no need to examine the individual classifications and attempt to compare the wages of CMHA employees with the wages received by employees who work for other employers because the parties have already done so and agreed to the first year wage adjustments. CMHA submits that the proper inquiry in this case is to determine whether or not the second and third year across-the-board increases of \$.30 per hour for all the employees in both bargaining units is fair, reasonable and equitable in relation to CMHA's prior agreements with the Union, its ability to pay, and whether the percentage increases are comparable to CMHA's agreements with other bargaining units.

CMHA also asserts that the fact-finder should conclude that there is no authority for him to consider or make recommendations on the Union's diversionary issue of "prevailing wage"

which was raised by the Union for the first time just prior to the fact-finding hearing. CMHA's proposal is consistent with prior agreements negotiated by the parties. (Employer Ex. 21).

Additionally, the agreements have been "front loaded" with larger wage increases in the first year of the contract. However, the 1994 and 1998 agreements did not contain the substantial wage adjustments for employees in various job classifications which are being implemented as part of the wage package before the fact-finder.

CMHA further asserts that its wage proposal is fair, reasonable and equitable in relation to its agreements with other internal bargaining units and other Cleveland metropolitan area employers. The CMHA wage package represents a first year average wage increase of 5.2 percent (including the various adjustments), a second year wage increase of 3.2 percent and a third year wage increase of 2.5 percent. (Employer Ex. 9). It argues that the Union's proposal, without the prevailing wage theory and with the same first year general increase of \$.50 per hour and wage adjustments in various classifications, represents a 5.2 percent wage increase in the second year and 4.8 percent wage increase in the third year. (Employer Ex. 1). According to CMHA, the wage package offered to the Union exceeds the wage rate increases which other internal bargaining units obtained in their respective contracts effective after July 1, 2002. It also maintains that the annual wage package settlements at other Cleveland area employers have been in the two to three percent range.

CMHA contends that its wage package compares very favorably to agreements negotiated by the Union with other employers such as the Cleveland Clinic Children's Hospital for

Rehabilitation, Lutheran Hospital, Huron Road Hospital, Board of Cuyahoga County Commissioners (Central Services), Board of Cuyahoga County Commissioners (Sanitary Engineers), Cuyahoga County Board of Mental Retardation and Developmental Disabilities, Greater Cleveland Regional Transit Authority, Cleveland Municipal School District and the Board of Education of the Cleveland Municipal School District.

According to CMHA, its reduced funding levels require restraint. CMHA maintains that its approved budget for 2003 reveals an operating subsidy from HUD of \$47.8 million dollars. The aforementioned amount represents a reduction of about \$5 million from the subsidy which it received from HUD in 2002. CMHA claims that the Union's prevailing wage rate proposal represents a \$9.5 million dollar cost increase over the next three years, as compared to a \$2.8 million dollar cost increase over the next three years under the November 8, 2002, wage rate proposal.

It notes that there are no other PHAs in CMHA's service area, and other PHAs located throughout the state are not proper comparables for fact-finding purposes because they are located in different labor markets than CMHA. Additionally, employers such as the Cleveland Public Schools, Cuyahoga County and RTA are not comparable to CMHA because they are not involved in maintaining low income housing and have independent means of generating revenue through taxes and bond levies. CMHA submits that one of the barometers to determine the relative merits of its wage proposal is the U. S. Department of Labor, Bureau of Labor Statistics ("BLS") data for the Cleveland metropolitan area. (Union Ex. 15).

CMHA argues that the wage averages presented by the Union are not a valid comparison to the wages received by employees at CMHA, and such wage averages cannot be properly utilized in computing a “local prevailing wage rate” under HUD regulations. Additionally, the Union’s use of average weekly earnings in various Ohio geographical areas is meaningless. Furthermore, the Union utilized incorrect BLS comparisons, according to CMHA.

CMHA contends that the Union’s prevailing wage rate issue is not properly before the fact-finder. The only issue properly before the fact-finder is the amount of the across-the-board wage increases for the second and third years of the contract. CMHA asserts that Ohio Revised Code Section 4117 precludes the fact-finder from ruling on whether or not the HUD regulations, the Housing Act of 1937, or the annual contributions contract between HUD and CMHA require it to pay the maintenance unit employees a “local prevailing wage rate.” This is a matter solely between HUD and CMHA. Furthermore, the “prevailing wage” was not an issue raised or negotiated at any time prior to the parties reaching a mutual agreement and the Union unanimously recommending the agreement to its members. The consideration of the prevailing wage rate issue under these circumstances corrupts the fact-finding process by introducing a subject which is outside the scope of Section 4117 of the Ohio Revised Code.

Furthermore, CMHA submits that the HUD prevailing wage provisions do not apply to employees who perform routine and general maintenance duties. The employees covered by the contract are not skilled trades construction workers, and they are not working on new CMHA construction or development projects, major reconstruction projects, or on non-routine

maintenance where the HUD prevailing wage regulations are applicable. CMHA asserts that the employees in the maintenance unit perform only routine and general maintenance duties. According to CMHA, Section 12 (a) of the U. S. Housing Act is directed at laborers and mechanics employed by the PHA “in the development of the project involved,” i.e. the construction of new housing projects, the reconstruction of a housing project, or non-routine maintenance projects associated with housing projects. Under CMHA’s reading of Section 12 (a), the phrase “maintenance laborers and mechanics employed in the operation,” relates back to the involved project that is being developed. CMHA interprets Section 211 of the Annual Contributions Contract as solely applying to construction projects at existing housing facilities where non-routine maintenance work is performed by laborers and mechanics of contractors or by employees of the PHA. In sum, since CMHA employees are not engaged in development or non-routine maintenance work, the prevailing wage provisions of 42 U.S.C.A. 1437(j) do not apply in the instant case.

Finally, CMHA maintains that the fact-finder should not recommend adding more employees to the Service Person V classification. The Union has presented no evidence that the employees who perform plastering have the same skill levels as the other Service Person V employees, or that there is a need to add employees to that job classification. Pursuant to the management responsibility clause contained in the contract, CMHA has determined that its workload does not require the addition of employees to the Service Person V classification.

Furthermore, the Union's request is not a wage rate issue, and therefore, it is not properly before the fact-finder.

F. Union's Post-Hearing Reply Brief

The Union asserts that CMHA's arguments cannot detract from the fact that its employees currently earn much less than employees at comparable PHAs and Cleveland area employees in comparable job classifications. The Union's proposal would place the wage rates for the bargaining unit employees in line with the wage rates afforded employees in comparable positions at PHAs and at other Cleveland area employers.

The Union asserts that the fact-finder is directed to look at any public or private sector employees performing comparable work wherever such employees may be located. The Union further argues that greater consideration should be given to comparables at selected PHAs throughout Ohio because of the uniqueness of these organizations. CMHA cannot argue that Ohio's PHAs are not comparable for wage comparisons, but comparable enough to examine regarding percentage wage increases. The Union also contends that other Cleveland area employers have comparable job classifications to those at CMHA. According to the Union, utilizing percentage wage rate increases to look at comparables is misleading in this case and not a valid comparison between comparable job classifications. Percentage wage rate increase comparisons are only meaningful if the rates upon which the percentages are based are equal.

CMHA's claim that its wage rate proposal to the maintenance and clerical units exceeds that which was given to other internal bargaining units is incorrect when viewed in terms of actual wages received. Contrary to CMHA's position, the Union asserts that its wage comparison is sound. The Union maintains that CMHA utilized less comparable BLS job classifications, and it appears that CMHA merely looked for the lowest paid BLS classification as a comparable without regard for the actual comparability of the position. The Union's wage comparison unequivocally demonstrates that most CMHA maintenance and clerical employees earn much less than comparable employees in the Cleveland area and at comparable Ohio PHAs.

The Union contends that the U. S. Housing Act of 1937 imposes a legal obligation upon CMHA to pay prevailing wages to maintenance workers and laborers in the bargaining unit. CMHA attempts to explain away its obligation to pay prevailing wages by misinterpreting Section 12 (a) of the Housing Act, various sections of the Code of Federal Regulations and HUD documents. The Union maintains that Section 12 (a) of the Housing Act provides that prevailing wages shall be paid to all maintenance laborers and mechanics employed in the operation of low-income housing. It points out that the Housing Act defines "operation" and "development" activities separately. The Union further argues that CMHA's interpretation of Section 211 of the Annual Contributions Contract is at odds with the plain language contained in that section. Furthermore, HUD Directive Number 1344.1 stands for the proposition that mechanics and laborers performing development work are to be paid the Davis-Bacon rate, while mechanics and

laborers performing operational activities are to be paid the local prevailing wage as applied by HUD.

CMHA claims that it is unable to afford the Union's proposal because it is facing potential budget cuts. However, CMHA has failed to produce any evidence that the proposed budget cuts will actually occur. The Union points out that a preliminary 2004 budget from HUD indicates that operating subsidies for PHAs are projected to increase by \$29 million. (Union Ex. V). The Union is not arguing that the maintenance and clerical employees should receive the same wage increases that other internal bargaining units have received in recently negotiated contracts. However, CMHA's willingness to provide these large increases belies its claim of an inability to pay.

IV. ANALYSIS AND RECOMMENDATIONS

Upon review of the comparable employers offered by both parties, the fact-finder determines that the following employers will be the primary reference for comparability purposes throughout this fact-finding report: Akron Metropolitan Housing Authority, Cincinnati Metropolitan Housing Authority, Columbus Metropolitan Housing Authority, Lucas Metropolitan Housing Authority and Youngstown Metropolitan Housing Authority. Based upon the record presented, the fact-finder concludes that there are numerous classifications of employees at the aforementioned PHAs that perform work which is comparable to the work performed by bargaining unit employees at CMHA. In fact, the fact-finder notes that some of the

unique job duties assigned to employees at CMHA are only performed at other PHAs. As such, the geographical proximity of the comparable PHAs to CMHA is of far less critical importance for purposes of comparison due to the unique and specialized duties performed by employees at PHAs, particularly those employees assigned to clerk bargaining units.

Additionally, the fact-finder determines that the 2001 Metropolitan Area Occupational Employment and Wage Estimates for the Cleveland-Lorain-Elyria, Ohio PMSA compiled by the U. S. Department of Labor, Bureau of Labor Statistics (hereinafter referred to as “BLS”) will be referenced for comparability purposes when applicable. As discussed herein, the BLS wage rate data will also be referred to in regards to a “local prevailing wage rate,” although such data may ultimately not be utilized by HUD when it subsequently determines or adopts a prevailing wage rate for CMHA’s locality.

As an initial matter, the fact-finder must decide whether or not the Union’s proposal regarding a prevailing wage rate for the maintenance employees is a matter to be determined in this proceeding. CMHA contends that the Union’s prevailing wage rate issue is not properly before the fact-finder. It argues that such an issue was not raised during the contract negotiations. Furthermore, CMHA asserts that the issue of prevailing wages is a matter solely between HUD and CMHA. Based upon the record before him, the fact-finder concludes that the issue of prevailing wages for maintenance classification employees must be considered to be part of the open issue regarding wage rates. Due to the unique nature of the employer entity, any matter regarding prevailing wages should be considered a critical component of any proposal

concerning the issue of wage rates. The fact-finder notes that the Union informed CMHA prior to the date of the fact-finding hearing regarding its intent to propose the addition of prevailing wage rate language in the maintenance unit contract. Furthermore, as discussed below, the fact-finder determines that HUD specifically requires CMHA to pay prevailing wage rates to certain employees who perform specified tasks. The question of prevailing wages is not a surprise factor when addressing wages even if CMHA did not expect it to be a formal “issue” in fact-finding. Accordingly, the question of prevailing wage rates as a component of the wage issue is properly before the fact-finder.

CMHA submits that the HUD prevailing wage rates do not apply to employees who perform routine and general maintenance duties. According to CMHA, prevailing wage rate provisions apply only to those employees engaged in development projects or non-routine maintenance activities. As referenced above, CMHA is required to pay prevailing wage rates to certain employees who perform specified tasks. Section 12(a) of the United States Housing Act provides as follows:

Any contract for loans, contributions, sale, or lease pursuant to this chapter shall contain a provision requiring that not less than the wages prevailing in the locality, as determined or adopted (subsequent to a determination under applicable State or local law) by the Secretary, shall be paid to all architects, technical engineers, draftsmen, and technicians employed in the development, **and all maintenance laborers and mechanics employed in the operation**, of the low-income housing project involved; and shall also contain a provision that not less than the wages prevailing in the locality, as predetermined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 276a at seq.), shall be paid to all laborers and mechanics employed in the development of the project involved (including a project with nine or more units under section

1437f of this title, where the public housing agency or the Secretary and the builder or sponsor enter into agreement for such use before construction or rehabilitation is commenced), and the Secretary shall require certification as to compliance with the provisions of this section prior to making any payment under such contract.

42 U.S.C. Section 1437j(a). (Emphasis and underlining supplied).

In accordance with the aforementioned provision, and the mandate of the Ohio Admin. Code §4117-09-05(K), the fact-finder determines that all maintenance laborers and mechanics employed in the operation of CMHA's low-income housing shall be paid at a rate not less than the wage rate prevailing in the locality as determined or adopted by the Secretary of Labor. Additionally, all laborers and mechanics employed in the "development of the project involved" shall also be paid at a wage rate not less than the wage rate prevailing in the locality as predetermined by the Secretary of Labor pursuant to the Davis-Bacon Act. Thus, there is clearly a prevailing wage rate mandate for both maintenance employees who are assigned to operational activities, as well as a directive regarding a Davis-Bacon Act prevailing wage rate for those maintenance employees who perform development work.

In support of the aforementioned finding, the fact-finder determines that the language contained in Section 12(a) of the Housing Act regarding the "operation" of a low-income housing project does not relate back to the "development" of a low income housing project as argued by CMHA. The following provision contained in 42 U.S.C. Section 1437a establishes that the terms "development" and "operation" refer to distinct activities which may be performed at PHAs.

Section 1437a (c) provides as follows:

C. Definition of terms used in reference to public housing

When used in reference to public housing:

1. the term “**development**” means any or all undertakings necessary for planning, land acquisition, demolition, construction, or equipment, in connection with a low-income housing project. The term “development cost” comprises the costs incurred by a public housing agency in such undertakings and their necessary financing (including the payment of carrying charges), and in otherwise carrying out the development of such project, but does not include the costs associated with the demolition of or remediation of environmental hazards associated with public housing units that will not be replaced on the project site, or other extraordinary site costs as determined by the Secretary. Construction activity in connection with a low-income housing project may be confined to the reconstruction, remodeling, or repair of existing buildings.
2. The term “**operation**” means any or all undertakings appropriate for management, operation, services, maintenance, security (including the cost of security personnel), or financing in connection with a low-income housing project. The term also means the financing of tenant programs and services for families residing in low-income housing projects, particularly where there is a maximum feasible participation of the tenants in the development and operation of such tenant programs and services. As used in this paragraph, the term “tenant programs and services” includes the development and maintenance of tenant organizations which participate in the management of low-income housing projects; the training of tenants to manage and operate such projects and the utilization of their services in project management and operation; counseling on household management, housekeeping, budgeting, money management, child care, and similar matters; advice as to resources for job training and placement, education, welfare, health, and other community services; services which are directly related to meeting tenant needs and providing a wholesome living environment; and referral to appropriate agencies in the community when necessary for the provision of such services. To the

maximum extent available and appropriate, existing public and private agencies in the community shall be used for the provision of such services.

Contrary to CMHA's position, the fact-finder concludes that Section 12(a) of the U. S. Housing Act is applicable to employees in the maintenance unit at CMHA. As such, the fact-finder determines that a prevailing wage provision contained in the parties' collective bargaining agreement for the maintenance unit employees is lawful and proper, and such language ensures that CMHA complies with the mandate set forth in the Housing Act regarding prevailing wages. The fact-finder notes that collective bargaining agreements between CMHA and other internal bargaining units also contain prevailing wage rate provisions. Specifically, the contract between CMHA and the International Brotherhood of Firemen & Oilers, Local 32 provides, in part, as follows:

9.3 The wages and fringe benefits for all classifications of the employees shall be what prevails in the community as determined by the Department of Housing and Urban Development, in accordance with Section 16(2) of the United States Housing Act.

(Union Ex. K).

Additionally, the fact-finder notes that the Columbus PHA compensates its maintenance employees at prevailing wage rates in accordance with Section 12(a) of the U. S. Housing Act. (Union Ex. I; Employer's Ex. 26B).

Based upon the aforementioned analysis, the fact-finder recommends that the parties' new collective bargaining agreement contain a prevailing wage rate provision for the maintenance

unit employees as set forth in the Final Recommendations. The fact-finder reiterates that Section 12(a) of the Housing Act specifically provides that prevailing wages in the locality shall be determined or adopted by the Secretary of Labor. It is within the fact-finder's power and authority pursuant to applicable state law, Ohio Rev. Code 4117, et seq., to evaluate and recommend wage rates for bargaining units based, in part, on those rates prevailing in the locality for comparable employees. The fact-finder notes that the Union's prevailing wage rate calculations for maintenance classification employees includes wage data from PHAs located throughout the state, which may not be improperly included in the determination of local prevailing wage rates under Section 12(a) of the Housing Act. As stated above, the Secretary of Labor shall determine or adopt the appropriate prevailing wage rates. For purposes of this fact-finding report, the fact-finder has utilized BLS wage rates, when available and applicable, as the prevailing wage rates for particular maintenance classifications in order to evaluate the parties' wage proposals for maintenance employees at CMHA when compared with the wage rates afforded employees performing comparable work at other PHAs.

The record establishes that the parties have agreed to across-the-board wage rate increases in prior collective bargaining agreements, rather than various wage rate increases for particular classifications. Additionally, the past wage rate increases agreed to by the parties have been expressed in terms of cents per hour, rather than percentage wage increases. As set forth in the Final Recommendations, the fact-finder recommends that there shall be across-the-board wage rate increases expressed in cents per hour, rather than percentages. An analysis of the various job

classifications within the maintenance and clerical units is necessary in order to properly evaluate the parties' respective wage rate proposals.²

A. Maintenance Unit

1. Service Person V –

Service Person V employees at CMHA possess specialized skills in one of the following areas: plumbing, electrical, carpentry and roofing. There are currently thirteen (13) employees assigned to this classification. The contractual wage rate as of June 30, 2002, for Service Person V positions is \$15.12/hr. - \$17.52/hr., and the actual wage rate is \$14.77/hr. - \$15.28/hr. The average wage rate as of the aforementioned date is \$14.86/hr.

CMHA's wage proposal for Service Person V employees is as follows:

July 1, 2002 -	\$15.62/hr. - \$18.02/hr.
July 1, 2003 -	\$15.92/hr. - \$18.32/hr.
July 1, 2004 -	\$16.22/hr. - \$18.62/hr.

The Union's wage proposal for Service Person V employees is as follows:

July 1, 2002 -	\$17.03/hr.
July 1, 2003 -	\$17.63/hr.
July 1, 2004 -	\$18.23/hr.

-
2. Selection of a prevailing wage for a particular classification, if any, is not binding on HUD. It is done for purposes of this report to understand the overall effect of the across-the-board wage proposals in light of the statutory and regulatory mandates.

According to CMHA, the applicable BLS classification for comparison purposes is “Maintenance and Repair Workers, General,” which has an average wage rate of \$14.88/hr. The Union maintains that the applicable BLS classification for comparison purposes is also “Maintenance and Repair Workers, General.” However, the Union asserts that the average wage rate for the aforementioned classification is \$13.89/hr. The Union also submits that the prevailing wage rate for Service Person V employees is \$17.03/hr.

The record establishes that the wage rates for employees assigned to comparable positions at other PHAs are as follows:

Lucas (maintenance mechanic III) - \$17.3671/hr. (12/1/03)
Akron (equipment maintenance mechanic) - \$15.41/hr. - \$17.81/hr. (7/1/02 - 6/30/03)
Youngstown (mechanic IV-heating) - \$16.69/hr. (7/1/01)
Cincinnati (senior maintenance worker) - \$17.63/hr. (4/30/02); 417.98/hr. (4/30/03);
\$18.34/hr. (4/30/04)
Columbus (maintenance technician) - \$16.6683 (12/27/02)

For purposes of comparison, the fact-finder shall utilize the BLS classification of “Installation, Maintenance, and Repair Operations,” which has an average wage rate of \$16.86/hr., as the prevailing wage rate for Service Person V employees. The aforementioned BLS average wage rate is higher than some of the wage rates for comparable positions at other PHAs, such as Youngstown, Columbus and Akron. Thus, the fact-finder concludes that Service Person V employees at CMHA will be afforded wage rates which are comparable with their counterparts at other PHAs with the addition of prevailing wage rate language and the Employer’s proposed \$0.30/hr. wage rate increases on July 1, 2003 and July 1, 2004.

2. Service Person IV –

Service Person IV employees at CMHA are “semi-skilled” workers with a general knowledge of various trades. Such employees do not possess extensive construction knowledge. There are currently 104 employees assigned to this classification. The contractual wage rate and actual wage rate for Service Person IV employees is \$10.25/hr. - \$16.31/hr. as of June 30, 2002. The average wage rate as of the aforementioned date is \$11.61/hr.

CMHA’s wage proposal for the Service Person IV classification is as follows:

July 1, 2002 -	\$10.75/hr. - \$16.81/hr.
January 1, 2003 -	\$11.52/hr. - \$16.81/hr.
July 1, 2003 -	\$11.82/hr. - \$17.11/hr.
July 1, 2004 -	\$12.12/hr. - \$17.41/hr.

The Union’s wage proposal for the Service Person IV classification is as follows:

July 1, 2002 -	\$16.18/hr. - \$16.81/hr.
July 1, 2003 -	\$16.78/hr. - \$17.41/hr.
July 1, 2004 -	\$17.38/hr. - \$18.01/hr.

The Union utilizes the same BLS classification in its prevailing wage rate calculations for the Service Person V, IV and II positions. According to CMHA, the comparable BLS classification for the Service Person IV position is “Building and Grounds Cleaning and Maintenance,” which has an average wage rate of \$10.20/hr. The average wage rate for the Service Person IV position under CMHA’s proposal is \$12.369/hr. as of January 1, 2003. Under the Union’s proposal, the average wage rate for Service Person IV employees is \$16.22/hr. effective January 1, 2003, \$16.81/hr. effective July 1, 2003, and \$17.42 as of July 1, 2004.

The wage rates for employees assigned to comparable positions at other PHAs are as follows:

Lucas (maintenance mechanic II) - \$16.5593/hr. (12/1/02); \$17.06/hr. (12/1/03)
Akron - (maintenance worker) - \$14.96/hr. - \$17.36/hr (7/1/02 - 6/30/03)
Youngstown (mechanic II) - \$16.28/hr. (7/1/01 - 6/30/02)
Cincinnati (general maintenance worker) - \$13.20/hr. (4/30/02); \$13.46/hr. (4/30/03);
\$13.74/hr. (4/30/04)

For purposes of comparison, the fact-finder shall utilize the BLS classification of “Maintenance and Repair Workers, General,” which has an average wage rate of \$14.88/hr., as the prevailing wage rate for Service Person IV employees. Therefore, Service Person IV employees who are afforded a prevailing wage rate on July 1, 2002, will receive a wage rate of at least \$15.18/hr. effective July 1, 2003, under CMHA’s proposal. This wage rate compares favorably with employees performing comparable work at other PHAs.

3. Service Person II –

Service Person II employees at CMHA are considered to be unskilled workers who perform routine maintenance tasks and assist other service person employees. There are currently 148 employees assigned to this classification. The contractual and actual wage rates for the Service Person II classification is \$9.40/hr. - \$15.12/hr. as of June 30, 2002. The average wage rate as of the aforementioned date is \$10.22/hr.

CMHA’s wage proposal for the Service Person II classification is as follows:

July 1, 2002 -	\$9.90/hr. - \$15.62/hr.
January 1, 2003 -	\$10.15/hr. - \$15.62/hr.
July 1, 2003 -	\$10.45/hr. - \$15.92/hr.

July 1, 2004 - \$10.75/hr. - \$16.22/hr.

The Union's wage proposal for the Service Person II classification is as follows:

July 1, 2002 - \$13.73/hr. - \$15.62/hr.

July 1, 2003 - \$14.33/hr. - \$16.22/hr.

July 1, 2004 - \$14.93/hr. - \$16.82/hr.

The wage rates for employees assigned to comparable positions at other PHAs are as follows:

Lucas (laborer) - \$12.7176/hr. - \$14.9619/hr. (12/1/02)

Akron (laborer) - \$13.77/hr. - \$16.17/hr. (7/1/02 - 6/30/03)

Youngstown (mechanic's aide) - \$14.64/hr. (7/1/01 - 6/30/02)

Cincinnati (maintenance aide) - \$12.31/hr. (4/30/02); \$12.55/hr. (4/30/03); \$12.80/hr. (4/30/04)

The record reveals that CMHA utilizes the same BLS classification when comparing both the Service Person II and IV classifications. For comparison purposes, the fact-finder shall utilize the BLS classification of "Helpers - Installation, Maintenance and Repair Workers," which has an average wage rate of \$12.79/hr., as the prevailing wage rate for Service Person II employees. Thus, it is clear that Service Person II employees will be afforded comparable wage rates upon the implementation of the aforementioned prevailing wage rate on July 1, 2002, and \$0.30/hr. wage rate increases on July 1, 2003, and July 1, 2004.

4. Distribution Assistant –

Employees assigned to the classification of distribution assistant are responsible for delivering supplies to the various estates at CMHA. There are currently seven (7) employees

assigned to this classification. The contractual wage rate for distribution assistants is \$9.93/hr. - \$15.82/hr., and the actual wage rate is \$9.93/hr. - \$11.22/hr. as of June 30, 2002. The average wage rate on the aforementioned date is \$10.55/hr.

CMHA's wage proposal for distribution assistants is as follows:

July 1, 2002 -	\$10.43/hr. - \$16.32/hr.
July 1, 2003 -	\$10.73/hr. - \$16.62/hr.
July 1, 2004 -	\$11.03/hr. - \$16.92/hr.

The Union's wage proposal for distribution assistants is as follows:

July 1, 2002 -	\$14.59/hr.
July 1, 2003 -	\$15.19/hr.
July 1, 2004 -	\$15.79/hr.

According to CMHA, the applicable BLS classification for comparison purposes is "Building Grounds Cleaning and Maintenance," which has an average wage rate of \$10.20/hr. The Union contends that the prevailing wage rate is \$14.59/hr. Under CMHA's proposal, the average wage rate for distribution assistants would be \$10.96/hr. effective July 1, 2002.

The record reveals that neither party offered an exact BLS classification for comparison purposes, and the fact-finder determines that BLS classification "Shipping, Receiving & Traffic Clerks," which has an average wage rate of \$11.93/hr. is a comparable position for prevailing wage rate purposes. However, the fact-finder notes that under CMHA's proposal, the wage rate for distribution assistants would remain lower than the wage rate for the position of material and supply clerk at Akron Metropolitan Housing Authority. Employees assigned to the position of

material and supply clerk at Akron received \$14.69/hr. - \$17.09/hr. effective July 1, 2002 - June 30, 2003.

5. Vehicle Mechanic –

A vehicle mechanic at CMHA performs tasks such as changing tires, oil and spark plugs on motor vehicles. Occasionally, vehicle mechanics are required to operate tow trucks. There is currently one employee assigned to this classification. The contractual wage rate for vehicle mechanics is \$10.25/hr. - \$16.31/hr., and the actual wage rate received by the one vehicle mechanic is \$11.89/hr. as of June 30, 2002.

CMHA's wage proposal for vehicle mechanics is as follows:

July 1, 2002 -	\$10.75/hr. - \$16.81/hr.
July 1, 2003 -	\$11.05/hr. - \$17.11/hr.
July 1, 2004 -	\$11.35/hr. - \$17.41/hr.

The Union's wage proposal for vehicle mechanics is as follows:

July 1, 2002 -	\$14.20/hr.
July 1, 2003 -	\$14.80/hr.
July 1, 2004 -	\$15.40/hr.

CMHA's sole vehicle mechanic would receive \$12.39/hr. on July 1, 2002, \$12.69/hr. on July 1, 2003, and \$12.99/hr. on July 1, 2004, under CMHA's proposal. According to CMHA, the applicable BLS classification for comparison purposes is "Tire Repairers and Changers," which has an average wage rate of \$8.17/hr. The Union argues that the prevailing wage rate is \$14.20/hr., and it maintains that the applicable BLS classification is "Automotive Service

Technicians and Mechanics,” which has an average wage rate of \$13.77/hr. Based upon the documentary evidence presented by the parties and the testimony at hearing, the fact-finder determines that the duties performed by the vehicle mechanic at CMHA most likely fall between the duties performed by employees in the above-referenced BLS classifications, although no such BLS classification was shown to exist.

The record reveals the following wage rates for comparable positions at other PHAs:

Akron (mechanic) - \$14.96/hr. - \$17.36/hr. (7/1/02 - 6/30/03)
Cincinnati (automotive aide) - \$11.45/hr. (4/30/02); \$11.67/hr. (4/30/03); \$11.92/hr. (4/30/04)

Utilizing the average wage rate for the BLS classification “Automotive Service Technicians and Mechanics” as a prevailing wage rate, the fact-finder determines that the wage rate for CMHA’s sole vehicle mechanic would be \$14.07/hr. effective July 1, 2003, under CMHA’s proposed \$.30/hr. increase. As such, CMHA’s vehicle mechanic will still be compensated at a lower wage rate than the mechanic at the Akron PHA. However, he or she will receive a higher wage rate than the automotive aide employees at the Cincinnati PHA under CMHA’s wage rate proposal.

6. Bus/Van Driver –

Employees assigned to bus/van driver positions transport CMHA residents in trucks and buses to various activities. There are currently five (5) employees in this classification. The contractual wage rate for bus/van drivers is \$8.50/hr. - \$14.56/hr., and the actual wage rate is

\$8.50/hr. - \$10.14/hr. as of June 30, 2002. The average wage rate as of the aforementioned date is \$9.49/hr.

CMHA's wage proposal for bus/van drivers is as follows:

July 1, 2002 -	\$9.00/hr. - \$15.06/hr.
January 1, 2003 -	\$9.60/hr. - \$15.06/hr.
July 1, 2003 -	\$9.90/hr. - \$15.36/hr.
July 1, 2004 -	\$10.20/hr. - \$15.66/hr.

The Union's wage proposal for bus/van drivers is as follows:

July 1, 2002 -	\$14.03/hr.
July 1, 2003 -	\$14.63/hr.
July 1, 2004 -	\$15.23/hr.

Under CMHA's proposal, the average wage rate on January 1, 2003, would be \$10.10/hr. CMHA notes that the average wage rate for the BLS classification of "Taxi Drivers and Chauffeurs" is \$9.54/hr. According to the Union, the prevailing wage rate for the bus/van driver classification is \$14.03/hr. The fact-finder was unable to discern a comparable position at other PHAs based upon the record before him. However, the fact-finder notes that a truck driver position at the Akron PHA receives a wage rate of \$14.69/hr. - \$17.09/hr. effective July 1, 2002 - June 30, 2003. Thus, CMHA's proposal is clearly higher than the BLS average wage rate cited by CMHA, but lower than the wage rate received by a truck driver at the Akron PHA. The fact-finder determines that the BLS classification of "Taxi Drivers & Chauffeurs" shall be the prevailing wage rate for bus/van drivers at CMHA with \$.30/hr. wage rate increases on July 1, 2003 and July 1, 2004.

7. Stock Clerk –

Employees assigned to the position of stock clerk perform inventory tasks for the greater part of their job assignment. There are currently twelve (12) employees in this classification.

The contractual and actual wage rates for the stock clerk classification are \$9.40/hr. - \$15.12/hr. as of June 30, 2002. The average wage rate as of the aforementioned date is \$11.17/hr.

CMHA's wage proposal for stock clerks is as follows:

July 1, 2002 -	\$9.90/hr. - \$15.62/hr.
January 1, 2003 -	\$10.15/hr. - \$15.62/hr.
July 1, 2003 -	\$10.45/hr. - \$15.92/hr.
July 1, 2004 -	\$10.75/hr. - \$16.22/hr.

The Union's wage proposal for stock clerks is as follows:

July 1, 2002 -	\$13.29/hr. - \$15.62/hr.
July 1, 2003 -	\$13.89/hr. - \$16.22/hr.
July 1, 2004 -	\$14.49/hr. - \$16.82/hr.

Under CMHA's wage proposal, the average wage rate would be \$11.69/hr. effective January 1, 2003. CMHA notes that the average wage rate for the BLS classification of "Stock Clerks" is \$10.80/hr. According to the Union, the prevailing wage rate for the stock clerk classification is \$13.29/hr., and the average wage rates for stock clerks under its proposal would be \$14.08/hr. effective July 1, 2003, and \$14.68/hr. as of July 1, 2004. The wage rates for employees assigned to comparable positions at other PHAs, are as follows:

Lucas (stock clerk) -	\$16.372/hr. (12/1/03)
Akron (material and supply clerk) -	\$14.69/hr. - \$17.09/hr. (7/1/02 - 6/30/03)

The record establishes that stock clerks at CMHA are compensated at a rate which is below their counterparts in comparable positions at other PHAs. After taking into consideration evidence of the statutory criteria, the prevailing wage for purposes of this report is determined by the fact-finder to be \$12.81, and to which should be applied CMHA's proposed increase of \$.30/hr. for each of the last two years of the agreement.

8. Heavy Equipment Operator –

Employees assigned to the heavy equipment operator classification operate the garbage trucks which pick up and remove trash from CMHA properties. There are currently eight (8) employees in this classification. The contractual wage rate for heavy equipment operators is \$10.25/hr. - \$16.31/hr., and the actual wage rate is \$14.77 - \$17.52/hr. as of June 30, 2002.³ The average wage rate as of the aforementioned date is \$15.29/hr.

CMHA's wage proposal for heavy equipment operators is as follows:

July 1, 2002 -	\$15.27/hr. - \$18.02/hr.
July 1, 2003 -	\$15.57/hr. - \$18.32/hr.
July 1, 2004 -	\$15.87/hr. - \$18.62/hr.

The Union's wage proposal for heavy equipment operators is as follows:

July 1, 2002 -	\$15.32/hr. - \$18.02/hr.
July 1, 2003 -	\$15.92/hr. - \$18.62/hr.
July 1, 2004 -	\$16.52/hr. - \$19.22/hr.

3. There is one employee whose actual wage rate is off the current scale.

Under CMHA's proposal, the average wage rate on January 1, 2003, would be \$15.78/hr. Neither party cited a comparable job classification under the BLS. According to the Union, the prevailing wage rate for heavy equipment operators is \$15.32/hr. Under the Union's proposal, the average wage for heavy equipment operators effective July 1, 2003, would be \$16.41/hr. and the average wage rate effective July 1, 2004, would be \$17.01.

The record reveals that heavy equipment operators employed by comparable PHAs receive the following wage rates:

Cincinnati - \$16.42/hr. (4/30/02); \$16.75/hr. (4/30/03); \$17.09/hr. (4/30/04)
Columbus - \$14.9007 (1/1/03)

Under CMHA's wage proposal, the average wage rate for heavy equipment operators would fall between the wage rates received by employees performing comparable work at the Columbus and Cincinnati PHAs. Based upon the record evidence, the fact-finder determines that the prevailing wage rate for the heavy equipment operator classification is \$15.30/hr. to which should be applied CMHA's proposed increase of \$.30/hr. for each of the last two years of the agreement.

9. Custodian –

Custodians at CMHA perform minor repairs, abate emergencies, and clean the housing projects where they reside. There are currently thirty-one (31) employees assigned to this classification. The contractual wage rate for custodians is \$9.40/hr. - \$15.12/hr., and the actual

wage rate is \$9.40/hr. - \$14.15/hr. as of June 30, 2002. The average wage rate as of the aforementioned date is \$10.48/hr.

CMHA's wage proposal for custodians is as follows:

July 1, 2002 -	\$9.90/hr. - \$15.62/hr.
January 1, 2003 -	\$10.15/hr. - \$15.62/hr.
July 1, 2003 -	\$10.45/hr. - \$15.92/hr.
July 1, 2004 -	\$10.75/hr. - \$16.22/hr.

The Union's wage proposal for custodians is as follows:

July 1, 2002 -	\$12.08/hr. - \$14.65/hr.
July 1, 2003 -	\$12.68/hr. - \$15.25/hr.
July 1, 2004 -	\$13.28/hr. - \$15.85/hr.

Under CMHA's proposal, the average wage rate for custodians would be \$11.09/hr. on January 1, 2003. CMHA notes that the average wage rate for the BLS classification of "Janitors and Cleaners" is \$9.85/hr. According to the Union, the prevailing wage rate for the custodian classification is \$12.08/hr. The average wage rates for custodians under the Union's proposal would be \$12.81/hr. effective July 1, 2003, and \$13.41/hr. effective July 1, 2004.

The record establishes that the wage rates for custodians/janitors at comparable PHAs are as follows:

Akron - \$13.40/hr. - \$15.80/hr. (7/1/02 - 6/30/03)
Cincinnati - \$11.45/hr (4/30/02); \$11.67/hr. (4/30/03); \$11.92/hr. (4/30/04)
Columbus - \$11.7837/hr. (1/1/03)

For comparison purposes, the fact-finder shall utilize the BLS classification, "Janitor & Cleaners," which has an average wage rate of \$9.85/hr. as the prevailing wage rate for the

custodian classification , and to which should be applied CMHA's proposed increase of \$.30/hr. for each of the last two years of the agreement.

B. Clerical Unit

1. Eligibility Specialist –

Employees assigned to the position of eligibility specialist perform various tasks involved with the determination of whether a proposed tenant is eligible for housing through the Section 8 program. There are currently twenty-one (21) employees in this classification. The contractual wage rate for eligibility specialists is \$10.25/hr. - \$16.31/hr., and the actual wage rate is \$10.25/hr. - \$14.94/hr., as of June 30, 2002. The average wage rate as of the aforementioned date is \$11.16/hr.

CMHA's wage proposal for eligibility specialists is, as follows:

July 1, 2002 -	\$10.75/hr. - \$16.81/hr.
January 1, 2003 -	\$11.15/hr. - \$16.81/hr.
July 1, 2003 -	\$11.45/hr. - \$17.11/hr.
July 1, 2004 -	\$11.75/hr. - \$17.41/hr.

The Union's wage proposal for eligibility specialists is, as follows:

July 1, 2002 -	\$10.75/hr. - \$15.44/hr.
January 1, 2003 -	\$11.15/hr. - \$15.44/hr.
July 1, 2003 -	\$11.75/hr. - \$16.04/hr.
July 1, 2004 -	\$12.53/hr. - \$16.64/hr.

Under the parties' proposals, the average wage rate as of January 1, 2003, would be \$11.69/hr. The average wage rate would be \$12.33/hr. as of July 1, 2003, under the Union's

proposal. The wage rates for employees assigned to comparable positions at other PHAs are as follows:

Akron (certification/application specialist) - \$11.20/hr. - \$12.51/hr. (10/1/02 - 9/30/03)
Columbus (clerk-application/section 8) - \$11.6362/hr. (1/1/03)
Lucas (program assistant) - \$16.5385/hr. (12/1/03)

Based upon the aforementioned data, the fact-finder determines that the Union's proposed wage increase affords eligibility specialists an average wage rate which is more comparable to the wage rates received by employees performing similar tasks at other PHAs. Specifically, the fact-finder notes that under the Union's proposal, the comparable position at the Lucas PHA will receive a higher wage rate than the eligibility specialists at CMHA throughout most of the duration of the new contract, while a clerk-application/section 8 position at the Columbus PHA will receive a lower wage rate than all of the eligibility specialists at CMHA as of July 1, 2003. The evidence supports the Union's proposal.

2. Contract Specialist –

A contract specialist at CMHA performs duties in connection with contracts necessary under the Section 8 program. There are currently seven (7) employees assigned to this classification. The contractual wage rate for contract specialist is \$10.25/hr. - \$16.31/hr., and the actual wage rate is \$10.25/hr. - \$15.36/hr. as of June 30, 2002. The average wage rate as of the aforementioned date is \$11.37/hr.

CMHA's wage proposal for contract specialist is as follows:

July 1, 2002 -	\$10.75/hr. - \$16.81/hr.
January 1, 2003 -	\$11.15/hr. - \$16.81/hr.
July 1, 2003 -	\$11.45/hr. - \$17.11/hr.
July 1, 2004 -	\$11.75/hr. - \$17.41/hr.

The Union's wage proposal for contract specialists is as follows:

July 1, 2002 -	\$10.75/hr. - \$15.86/hr.
January 1, 2003 -	\$11.15/hr. - \$15.86/hr.
July 1, 2003 -	\$11.75/hr. - \$16.46/hr.
July 1, 2004 -	\$12.35/hr. - \$17.06/hr.

Under the parties' wage proposals, the average wage rate as of January 1, 2003, would be \$11.92/hr. The average wage rates under the Union's proposal would be \$12.54/hr. on July 1, 2003, and \$13.14/hr. on July 1, 2004. The wage rates for employees assigned to comparable positions at other PHAs are as follows:

Akron (contract specialist) - \$13.69/hr. - \$15.29/hr. (10/1/02 - 9/30/03)
Lucas (section 8 contract specialist) - \$16.5385/hr. (12/1/03)
Youngstown (contract specialist) - \$17.31/hr. (6/30/02)

The record establishes that the average wage rates under the Union's proposal are still less than the wage rates received by employees performing comparable work at other PHAs. The fact-finder also notes that the top wage rate as of July 1, 2004, under the Union's proposal is slightly less than the wage rate received by contract specialists at the Youngstown PHA as of June 30, 2002. The evidence supports the Union's proposal.

3. HQS Inspector –

Employees assigned to the HQS Inspector classification inspect apartments and other residences which are part of the Section 8 program in order to ensure that those dwellings satisfy specified standards. There are currently twelve (12) employees assigned to this classification. The contractual wage rate for HQS Inspectors is \$10.25/hr. - \$16.31/hr., and the actual wage rate is \$10.25/hr. - \$12.98/hr. as of June 30, 2002. The average wage rate as of the aforementioned date is \$11.01/hr.

CMHA's wage proposal for HQS Inspectors is as follows:

July 1, 2002 -	\$10.75/hr. - \$16.81/hr.
January 1, 2003 -	\$11.15/hr. - \$16.81/hr.
July 1, 2003 -	\$11.45/hr. - \$17.11/hr.
July 1, 2004 -	\$11.75/hr. - \$17.41/hr.

The Union's wage proposal for HQS Inspectors is as follows:

July 1, 2002 -	\$10.75/hr. - \$13.48/hr.
January 1, 2003 -	\$11.15/hr. - \$13.48/hr.
July 1, 2003 -	\$11.75/hr. - \$14.08/hr.
July 1, 2004 -	\$12.35/hr. - \$14.68/hr.

The average wage rate on January 1, 2003, under the parties' proposals is \$11.60/hr. The average wage rate on July 1, 2003, is \$12.24/hr. and the average wage rate on July 1, 2004, is \$12.84/hr. under the Union's proposal. The wage rates for employees assigned to comparable positions at other PHAs are as follows:

Akron (housing inspector) - \$12.36/hr. - \$13.80/hr. (10/2/02 - 9/30/03)
Lucas (inspector) - \$17.1119/hr. (12/1/03)
Columbus (inspector-section 8) - \$13.47/hr. (1/1/03)

Cincinnati (housing inspector I, section 8) - \$15.27/hr (4/30/02); \$15.57/hr. (4/30/03);
\$15.88/hr. (4/30/04)
Youngstown (housing inspector) - \$14.76/hr. (6/30/02)

It is clear that even under the Union's wage proposal, the HQS inspectors at CMHA will still receive a lower wage rate than comparable employees at the Lucas, Cincinnati and Youngstown PHAs. The fact-finder also notes that the wage rate for inspectors at the Columbus PHA is \$1.83/hr. higher than the average wage rate for HQS inspectors at CMHA as of January 1, 2003. Additionally, the minimum wage rates under the Union's proposal are still lower than the minimum wage rate for housing inspectors at the Akron PHA. The evidence supports the Union's proposal.

4. Housing Recertification Clerk –

Housing recertification clerks at CMHA are involved in ensuring that individuals who participate in CMHA's programs continue to meet eligibility guidelines. There are currently thirteen (13) employees assigned to this classification. The contractual wage rate for housing recertifications clerks is \$10.25/hr. - \$16.31/hr., and the actual wage rate is \$10.25/hr. - \$15.42/hr. as of June 30, 2002. The average wage rate as of the aforementioned date is \$11.62/hr.

CMHA's wage proposal for housing recertification clerks is, as follows:

July 1, 2002 -	\$10.75/hr. - \$16.81/hr.
January 1, 2003 -	\$11.15/hr. - \$16.81/hr.
July 1, 2003 -	\$11.45/hr. - \$17.11/hr.

July 1, 2004 - \$11.75/hr. - \$17.41/hr.

The Union's wage proposal for housing recertification clerks is, as follows:

July 1, 2002 - \$10.75/hr. - \$15.92/hr.
January 1, 2003 - \$11.15/hr. - \$15.92/hr.
July 1, 2003 - \$11.75/hr. - \$16.52/hr.
July 1, 2004 - \$12.35/hr. - \$17.12/hr.

Under the parties' proposals, the average wage rate for housing recertification clerks would be \$12.19/hr. as of January 1, 2003. The average wage rate would be \$12.81/hr. on July 1, 2003, and \$13.41/hr. on July 1, 2004, under the Union's proposal. The wage rates for employees assigned to comparable positions at other PHAs are as follows:

Akron (certification specialist I) - \$10.60/hr. - \$11.84/hr. (10/1/02 - 9/30/02)
Lucas (recertification clerk) - \$15.7252/hr. (12/1/03)
Cincinnati (housing specialist- recertification) - \$15.27/hr. (4/30/02); \$15.57/hr.
(4/30/03); \$15.88/hr. (4/30/04)
Columbus (housing program specialist) - \$13.47/hr. (1/1/03)

The record establishes that housing recertification clerks at CMHA receive lower wage rates than their counterparts at comparable PHAs, with the exception of certification specialist I employees at the Akron PHA. However, the fact-finder notes that two housing recertification clerks will receive higher wage rates than comparable employees under both parties' proposals. Nonetheless, the greater wage rate increase sought by the Union will help to decrease the wage rate disparity for this job classification in regards to the average wage rate received by housing recertification clerks at CMHA.

5. Housing Eligibility Analyst –

Employees assigned to housing eligibility analyst positions review applications for Section 8 and CMHA housing. There are currently seven (7) employees assigned to this classification. The contractual wage rate for housing eligibility analysts is \$10.25/hr. - \$16.31/hr., and the actual wage rate is \$10.25/hr. - \$10.60/hr. as of June 30, 2002. The average wage rate as of the aforementioned date is \$10.30/hr.

CMHA's wage proposal for housing eligibility analysts is as follows:

July 1, 2002 -	\$10.75/hr. - \$16.87/hr.
January 1, 2003 -	\$11.15/hr. - \$16.87/hr.
July 1, 2003 -	\$11.45/hr. - \$17.11/hr.
July 1, 2004 -	\$11.75/hr. - \$17.41/hr.

The Union's wage proposal for housing eligibility analysts is as follows:

July 1, 2002 -	\$10.75/hr. - \$11.10/hr.
January 1, 2003 -	\$11.15/hr.
July 1, 2003 -	\$11.75/hr.
July 1, 2004 -	\$12.35/hr.

The wages rates for employees assigned to comparable positions at other PHAs are as follows:

Akron (certification/application specialist) -	\$11.20/hr. - \$12.51/hr. (10/1/02 - 9/30/03)
Lucas (application technician) -	\$15.73/hr. (12/1/03)
Columbus (clerk-applications/section 8) -	\$11.6362/hr. (1/1/03)
Youngstown (housing application specialist) -	\$12.16/hr. (6/30/02)

Under the Union's proposal, the average wage rate of \$11.75/hr. effective July 1, 2003, is comparable to the wage rate received by clerk-applications/section 8 employees at the Columbus

PHA as of January 1, 2003. However, the wage rate received by housing eligibility analysts at CMHA under the Union's proposal will still be lower than the wage rates afforded comparable employees at the Lucas PHA, and will most likely still be lower than the wage rate for comparable employees at the Youngstown PHA after a new contract is negotiated. The wage rate for housing eligibility analysts will be comparable to the wage rate for certification/application specialist at the Akron PHA under the Union's proposal. The fact-finder determines that the greater wage rate increase proposed by the Union is more appropriate than the wage increase proposed by CMHA in light of the wage rates afforded to comparable employees at other PHAs.

6. Customer Service Specialist –

Employees assigned to customer service specialist positions respond to issues presented by tenants and management regarding CMHA properties. There are currently eight (8) employees in this classification. The contractual wage rate for customer service specialists is \$9.75/hr.- \$15.78/hr., and the actual wage rate is \$9.75/hr. - \$10.45/hr. as of June 30, 2002. The average wage rate as of the aforementioned date is \$10.10/hr.

CMHA's wage proposal for customer service specialists is as follows:

July 1, 2002 -	\$10.25/hr. - \$16.28/hr.
July 1, 2003 -	\$10.55/hr. - \$16.58/hr.
July 1, 2004 -	\$10.85/hr. - \$16.88/hr.

The Union's wage proposal for customer service specialists is as follows:

The Union's wage proposal for Inspection Schedulers is as follows:

July 1, 2002 -	\$10.25/hr. - \$11.45/hr.
July 1, 2003 -	\$10.85/hr. - \$12.05/hr.
July 1, 2004 -	\$11.45/hr. - \$12.65/hr.

No comparable positions at other PHAs were cited by either party, and the fact-finder was also unable to point to a comparable position at another PHA. However, the Union notes that a scheduler position at the Cleveland Municipal School District received a wage rate of \$12.06/hr. - \$17.82/hr. effective July 1, 2002. The fact-finder concludes that the Union's proposal is more appropriate for this classification.

8. Program Assistant –

Individuals in the program assistant classification assist other employees in connection with the intake of new tenants. There is currently one employee in this classification. The contractual wage rate for program assistants is \$9.30/hr. - \$15.62/hr. as of June 30, 2002, and the sole program assistant currently earns \$10.00/hr.

CMHA's wage proposal for program assistants is as follows:

July 1, 2002 -	\$9.80/hr. - \$16.12/hr.
July 1, 2003 -	\$10.10/hr. - \$16.42/hr.
July 1, 2004 -	\$10.40/hr. - \$16.72/hr.

The Union's wage proposal for program assistants is as follows:

July 1, 2002 -	\$10.50/hr.
July 1, 2003 -	\$11.10/hr.
July 1, 2004 -	\$11.70/hr.

Under the parties' proposals, there is no wage adjustment for the program assistant classification on January 1, 2003. The record establishes that the wage rates for program assistants at the Toledo PHA are \$16.0568/hr. as of December 1, 2002, and \$16.5385/hr. effective December 1, 2003. Thus, the program assistant at CMHA is compensated at a considerably lower wage rate than comparable employee(s) at another PHA. As such, the fact-finder determines that the greater wage increase proposed by the Union is in order for this classification.

9. Mail Clerk –

Employees assigned to the mail clerk classification deliver interoffice and regular mail to various CMHA locations. There are currently three (3) employees in this classification. The contractual wage rate for mail clerks is \$8.85/hr. - \$15.11/hr., and the actual wage rate is \$9.55/hr. - \$10.38/hr. as of June 30, 2002. The average wage rate as of the aforementioned date is \$9.83/hr.

CMHA's wage proposal for mail clerks is as follows:

July 1, 2002 -	\$9.35/hr. - \$15.61/hr.
January 1, 2003 -	\$10.15/hr. - \$15.61/hr.
July 1, 2003 -	\$10.45/hr. - \$15.91/hr.
July 1, 2004 -	\$10.75/hr. - \$16.21/hr.

The Union's wage proposal for mail clerks is as follows:

July 1, 2002 -	\$10.05/hr. - \$10.88/hr.
January 1, 2003 -	\$10.15/hr. - \$10.88/hr.
July 1, 2003 -	\$10.75/hr. - \$11.48/hr.
July 1, 2004 -	\$11.35/hr. - \$12.08/hr.

The average wage rate for a mail clerk under the Union's proposal is \$10.99/hr. effective July 1, 2003, and \$11.59/hr. effective July 1, 2004. CMHA notes that the average wage rate for the BLS classification of "Mail Clerks and Mail Operators, Except Postal Service" is \$9.83/hr. The record also establishes that mail couriers at the Columbus PHA receive a wage rate of \$11.4086/hr. effective January 1, 2003.

The record is clear that the wage rate for mail clerks at CMHA is considerably lower than the wage rate for mail couriers at the Columbus PHA as of January 1, 2003. Additionally, the top wage rate under the Union's proposal as of July 1, 2003, is only slightly higher than the wage rate for mail couriers at the Columbus PHA effective January 1, 2003. Furthermore, the average wage rate for mail clerks at CMHA on July 1, 2004, is less than \$0.20/hr. higher than the wage rate for mail couriers at the Columbus PHA as of January 1, 2003. Although CMHA's mail clerks receive a higher wage rate than the BLS average wage rate for such position, the fact-finder determines that the Union's proposal should be incorporated into the collective bargaining agreement in order to help bring parity to this position in relation to a comparable position at another PHA.

10. Data Entry Clerk --

Employees assigned to data entry clerk positions enter various data which primarily consists of closing out work orders completed by Service Person employees. There are currently nineteen (19) employees assigned to this classification. The contractual wage rate for data entry

clerks is \$8.85/hr. - \$15.11/hr., and the actual wage rate is \$8.85/hr. - \$11.58/hr. as of June 30, 2002. The average wage rate as of the aforementioned date is \$9.59/hr.

The CMHA wage proposal for data entry clerks is as follows:

July 1, 2002 -	\$9.35/hr. - \$15.61/hr.
July 1, 2003 -	\$9.65/hr. - \$15.91/hr.
July 1, 2004 -	\$9.95/hr. - \$16.21/hr.

Under CMHA's proposal there are no wage adjustments on January 1, 2003, and the average wage rate on that date under CMHA's proposal would be \$10.09/hr.

The Union's wage proposal for data entry clerks is as follows:

July 1, 2002 -	\$9.35/hr. - \$12.08/hr.
July 1, 2003 -	\$9.95/hr. - \$12.68/hr.
July 1, 2004 -	\$10.55/hr. - \$13.28/hr.

The record indicates that the BLS average wage rate for the classification of "Data Entry Keyers" is \$11.12/hr. Under the Union's proposal, the average wage rate would be \$10.69/hr. effective July 1, 2003, and \$11.29/hr. effective July 1, 2004. The wage rates for data entry clerks employed by the following PHAs are as follows:

Akron Metropolitan Housing Authority -	\$8.64/hr. - \$12.74/hr. (9/30/01)
Lucas Metropolitan Housing Authority -	\$12.3761/hr. - \$14.56/hr. (12/1/03)
Cincinnati Metropolitan Housing Authority-	\$11.72/hr. (4/30/01) ⁴

The fact-finder concludes that the Union's proposed wage rate, rather than the lesser wage rate increases proposed by CMHA will assist in reducing the disparity between the average

4. This position may have been converted to office specialist II with a wage rate of \$12.31/hr. effective April 30, 2002, \$12.55/hr. effective April 30, 2003, and \$12.80/hr. effective April 30, 2004. (CMHA Ex. 24A).

wage rate received by data entry clerks at CMHA and the aforementioned BLS average wage rate for data entry keyers, as well as the wage rates received by data entry clerks at the Akron, Lucas and Cincinnati PHAs.

11. Clerk Typist –

Employees assigned to the clerk typist classification perform routine typing tasks. There are currently forty (40) employees assigned to this classification. The contractual wage rate for clerk typists is \$8.10/hr - \$14.74/hr., and the actual wage rate is \$8.10/hr. - \$9.30/hr. as of June 30, 2002. The average wage rate as of the aforementioned date is \$8.56/hr.

CMHA's wage proposal for clerk typist is as follows:

July 1, 2002 -	\$8.60/hr. - \$15.24/hr.
January 1, 2003 -	\$9.50/hr. - \$15.24/hr.
July 1, 2003 -	\$9.80/hr. - \$15.54/hr.
July 1, 2004 -	\$10.10/hr. - \$15.84/hr.

The Union's wage proposal for clerk typists is as follows:

July 1, 2002 -	\$8.60/hr. - \$9.80/hr.
January 1, 2003 -	\$9.50/hr. - \$9.80/hr.
July 1, 2003 -	\$10.10/hr. - \$10.40/hr.
July 1, 2004 -	\$10.70/hr. - \$11.00/hr.

The average wage rate under the parties' proposals would be \$9.55/hr. on January 1, 2003. Under the Union's proposal, the average wage rate would be \$10/15/hr. effective July 1, 2003, and \$10.75/hr. effective July 1, 2004. The average wage rate for the BLS classification of "Word Processors and Typists" is \$11.83/hr. The record also reveals that secretaries employed

by the Akron PHA receive a wage rate of \$9.39/hr. - \$10.48/hr. effective October 1, 2002 - September 30, 2003, and office specialists I - III employed at the Cincinnati PHA receive the following wage rate: \$11.45/hr. - \$13.74/hr., effective April 30, 2002 - April 29, 2005.

The fact-finder concludes that the Union's proposed wage rate, rather than the lesser wage rate increases proposed by CMHA, will assist in reducing the disparity between the average wage rate received by clerk typists at CMHA and the aforementioned BLS average wage rate for clerk typists, as well as the wage rates received by clerk typists at comparable PHAs.

12. Receptionist –

Receptionists at CMHA spend the majority of their time answering and directing telephone calls. There is currently one employee assigned to this classification. The contractual wage rate is \$8.10/hr. - \$14.74/hr. as of June 30, 2002, and the sole receptionist currently earns \$8.10/hr.

CMHA's wage proposal for the receptionists is as follows:

July 1, 2002 -	\$8.60/hr. - \$15.24/hr.
January 1, 2003 -	\$9.20/hr. - \$15.24/hr.
July 1, 2003 -	\$9.50/hr. - \$15.54/hr.
July 1, 2004 -	\$9.80/hr. - \$15.84/hr.

The Union's wage proposal for the receptionists is as follows:

July 1, 2002 -	\$8.60/hr.
January 1, 2003 -	\$9.20/hr.
July 1, 2003 -	\$9.80/hr.
July 1, 2004 -	\$10.40/hr.

CMHA points out that the average wage rate for the BLS classification of “Receptionists and Information Clerks” is \$9.64/hr. The wage rates for employees assigned to comparable positions at other PHAs are as follows:

Akron (receptionist) - \$9.39/hr. - \$10.48/hr. (10/1/02 - 9/30/03)
Columbus (receptionists) - \$11.4086/hr. (1/1/03)
Cincinnati (office specialist I) - \$11.45/hr. (4/30/02); \$11.67/hr. (4/30/03); \$11.92/hr. (4/30/04)
Lucas (clerk receptionist) - \$14.56/hr. (12/1/03)
Youngstown (receptionist) - \$10.75/hr. (6/30/02)

It is clear that even under the Union’s proposal, the receptionist at CMHA will still receive a lower wage rate than receptionists and office specialists at other PHAs. Accordingly, the Union’s proposal is recommended to be incorporated into the collective bargaining agreement.

C. Proposed Addition to Service Person V Classification.

Finally, the fact-finder shall address the issue regarding the addition of two Service Person V positions for plasterers. Essentially, the Union is seeking a wage rate increase for two Service Person IV employees, which the Union maintains perform a specialized task which is equivalent to those tasks performed by other Service Person V employees. The fact-finder concludes that the Union has presented no evidence which would indicate that plastering is a work activity which requires above-average knowledge or skill such as that which is required by Service Person V employees who perform electrical, plumbing and carpentry duties at CMHA.

Accordingly, the Union's proposal shall not be incorporated in the new collective bargaining agreement as set forth in the Final Recommendations.

IV. FINAL RECOMMENDATIONS

1. Maintenance unit employees shall receive the following wage rate increases under the new collective bargaining agreement:

Effective July 1, 2002: The minimum wage rate for each classification shall be the local prevailing wage rate as determined or adopted by HUD, or the rates as tentatively agreed to by the parties in the November 8, 2002 tentative agreement, whichever is greater.

Effective January 1, 2003: Implementation of the various wage rate adjustments for specified classifications as agreed to by the parties in the November 8, 2002, tentative agreement, but only in the event that the prevailing wage rate is lower than the adjusted wage rate agreed to be effective January 1, 2003.

Effective July 1, 2003: An hourly increase of \$0.30/hr. for all classifications.

Effective July 1, 2004 An hourly increase of \$0.30/hr. for all classifications.

2. Clerical unit employees shall receive the following wage rate increases under the new collective bargaining agreement:

Effective July 1, 2002: \$0.50/hr.

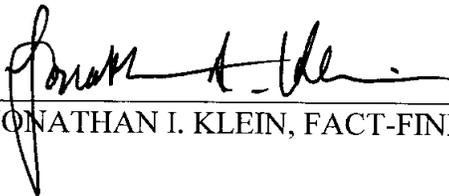
Effective January 1, 2003: Implementation of the various wage rate adjustments (in cents per hour) for specified classifications as agreed

to by the parties in the November 8,
2002, tentative agreement

Effective July 1, 2003: An hourly increase of \$.60/hr. for all
classifications.

Effective July 1, 2004: An hourly increase of \$.60/hr. for all classifications.

3. The fact-finder recommends against creation of two (2) Service Person V positions for plasterers at this time.

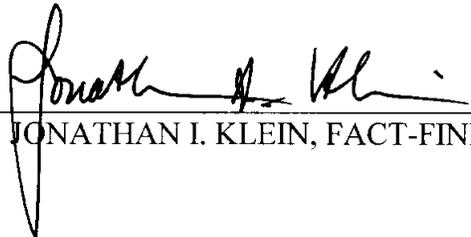


JONATHAN I. KLEIN, FACT-FINDER

Dated: March 24, 2003

CERTIFICATE OF SERVICE

Originals of this Fact-Finding Report and Recommendations were served upon Dale A. Zimmer, Administrator, Bureau of Mediation, Ohio State Employment Relations Board, 65 East State Street, 12th Floor, Columbus, Ohio 43215-4213, and upon Joyce Goldstein, Esq., Goldstein & O'Connor, 1040 The Leader Building, 526 Superior Avenue, East, Cleveland, Ohio 44114-1401, and upon Timothy D. Wood, Esq., Brouse McDowell, 1001 Lakeside Avenue, Suite 1600, Cleveland, Ohio 44114-1151, each by express mail, sufficient postage prepaid this 24th day of March 2003.



JONATHAN I. KLEIN, FACT-FINDER

FROM

TO

Ohio State Employment Relations Bd.
65 East State Street, 12th Fl.
Columbus OH 43215
Date A Zimerer 6146448716

001 (9/02) S-10
PACKAGE LABEL



INTERNATIONAL TELEGRAPHIC AND TELEPHONE COMPANY

Payment

Bill to:
 Receiver 3rd Party
 Paid in Advance
Billing Reference (will appear on invoice)

Origin Airbill Number
8622127651



1-800-247-2676

10:30
EXP
(Letter - 150 lbs)

NAS
(Letter - 5 lbs)

of Pkgs Weight (LBS) Packaging One box must be checked
Letter Express Other Packaging

Special Instructions

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 LAB

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862 212 7651

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