

Submission & Procedural Posture

The Parties in the present negotiation have had an ongoing collective bargaining relationship, culminating in an Agreement that obtained until March 31, 2004, extended through March 2, 2005. Mutually agreeing to an extension of the statutory resolution deadlines, the Parties met in negotiations toward a successor contract on a number of occasions prior to reaching impasse on the issues enumerated below.

Pursuant to the provisions of Ohio Revised Code 4117.14(C)(3), the undersigned was appointed Factfinder in the matter, through a mutually agreed dispute resolution process, to be administered by the Cleveland office of the AAA.

The matter was submitted to the Factfinder for Report & Recommendations, pursuant to ORC 4117.14, *et seq.* and an oral hearing was held on August 16, 2005 at the City's Convention Center. After opening statements by the Parties, the hearing adjourned to the City's Nottingham Water Plant for an informational on-site tour of the facility.

On December 8, 2005, a second evidentiary hearing was held in the offices of Duvin, Cahn & Hutton in Cleveland, Ohio at which the Parties were afforded full opportunity to present testimony and evidence, and to cross examine witnesses.

The Parties requested the filing of post hearing briefs in the matter, with a mutually agreed upon deadline of February 1, 2006. At the request of the Union, the deadline for filing of briefs was extended to February 28, 2006. Accordingly, briefs were served on the Factfinder and opposing counsel, and the matter was declared closed as of March 4, 2006.

ISSUES AT IMPASSE

The Parties identified and presented the following issues as unresolved:

- 1. Article 46 - Minimum Staffing**
- 2. Article 22 - Temporary Transfers**
- 3. EPA License Requirement & Incentives**
- 4. Merger of Classifications**
- 5. Civil Service Language***
- 6. Article 10 - Layoff & Recall**
- 7. Article 36 - Personnel Records**
- 8. Shift Coverage**

*Resolved by mutual agreement of the Parties.

STATUTORY CONSIDERATIONS

In weighing the positions presented by the Parties, the Factfinder was guided by the considerations enumerated in OAC 4117-9-05(K), *et seq*, specifically:

- 4117-9-05(K)(1)** Past Collectively bargained agreements, if any, between the parties;
- 4117-9-05(K)(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;
- 4117-9-05(K)(3)** The interests and welfare of the public, the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;
- 4117-9-05(K)(4)** The lawful authority of the public employer;
- 4117-9-05(K)(5)** Any stipulations of the parties;
- 4117-9-05(K)(6)** Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of the issues submitted to mutually agreed-upon dispute settlement procedures in the public service or in private employment.

BACKGROUND AND STATUTORY CONSIDERATIONS

The International Union of Operating Engineers Local 18-S (hereinafter Local 18-S or Union) represents approximately 90 Water Plant Operators I & II (WPO I & WPO II), and certain other Chief and Boiler Room operators in the City of Cleveland's Division of Water (Employer, Division or City).

The Division of Water is a unit of Cleveland's Department of Public Utilities, which, in addition to the Water Division, is comprised of the Cleveland Public Power Division and the Water Pollution Control Division. The Division is a self-supporting utility providing potable water to retail customers in the Cleveland Metropolitan area, as well as wholesale service to customers in Cuyahoga and contiguous counties. Its finances are managed through an Enterprise Fund supported entirely by water fees and service charges. It is independent of the City's other financial operations and neither subsidizes nor is subsidized by the City's General Fund.

The Union negotiates wages, health care and other matters of universal financial concern with the Employer as a member of the nine-party Public Unions Council (PUC). Its agreement with the City with regard to these issues was resolved in August of 2004. The issues at impasse here involve only operational and administrative matters of unique concern to the Agreement between the Division and Local 18-S. As a result of this procedural arrangement consideration of internal parity or peer comparability with regard to wages and benefits is moot. Such financial considerations as might be applicable are discussed within the context of each issue at impasse.

Notwithstanding that wages and other economic issues were resolved in the PUC Agreement, a number of the proposals at impasse here have economic implications, and consequently require consideration of the Division's financial position. While the City of

Cleveland is inarguably in difficult economic circumstances, the Water Division is more comfortably situated. An audit of the Division's financial statements performed by the Office of the State Auditor reveals that in December of 2004 – the latest financial period fully presented - the Employer had net assets of \$837,530,000, with unrestricted assets of \$248,497,000, representing an increase of \$26,940,000. A rate increase of 3.4% in 2004 resulted in operating revenues increasing by \$5,771,000 over 2003. However, billed water consumption dropped by some 2.14% in the same period.

Continuing renovation projects at the Division's Morgan, Baldwin and Nottingham sites increased its capital assets by some \$65,518,000. In advancing these capital improvements the Employer's long-term debt increased by 1.7% or \$14,230,000 in 2004, with \$47,550,000 of its debt retired; and \$163,305,000 refunded, offset by an Ohio Water Development Authority Loan of \$20,635,000 and new bond issuance of \$175,000,000. The Division enjoys an S&P Rating of AAA and a Moody's Rating of Aaa.

In short, while the Division faces financial issues common to public utilities and other public enterprise operations - as indeed to private sector businesses - it is not unable to finance and administer the Union's proposals as commonly understood under the provisions of ORC § 4117-9-05(K)(3).

Following a transition from steam to electric power, the City's Water Division conducted a bifurcated operation, with one pumping plant and one purification plant at each of the Division's facilities. Each was located in a separate building and employed separate staffs under the supervision of separate superintendents. Purification plants were staffed by Assistant Stationary Engineers I & II; Pumping plants employed Purification Plant Operators I, II & III. In the late 1980s the Employer sought to combine these separate operations

under a single plant manager rather than two superintendents, and to combine the two operator classifications under Water Plant Operator I & II designations.

Arguing that the City's operational consolidation was an attempt to erode the bargaining unit IUOE Local 589, predecessor to the present representative, filed a grievance. That grievance was sustained and as a result the Parties negotiated a settlement at the direction of Arbitrator Jonathan Dworkin. While permitting the merger of operations and the consolidation of classifications into Operator I and II categories, the settlement also mandated minimum manning levels at each of the Employer's operations.¹

Initially the Division interpreted the Dworkin settlement to permit designation of two operators per shift as "maintenance" workers, whose positions were exempt from the minimum manning requirements and who could in turn be used to fill open shifts. When Local 18-S succeeded Local 589 as the bargaining unit representative it filed a grievance in 2001 challenging that practice. The grievance was sustained by Arbitrator Dennis Minni in an award requiring the Division to fill all vacancies and resulting in the payment of \$15,000 to each of the bargaining unit's WPO Is.

In 2003 the Parties entered into mid-term negotiations regarding staffing levels and shift duration, resulting in modification of the 2001 Agreement. Under that modification -- implicated in these negotiations -- the Employer agreed to a change from 8- to 12-hour shifts; the Union agreed to a modest reduction in minimum manning requirements and placed on bargaining unit members responsibility for filling vacant shifts. That is, after having offered the opportunity to work an open shift to Local 18-S members, the Division was absolved of

¹ In addition to the Water Plant Operator I & II classifications, the Dworkin settlement also provided for Building Stationary Engineer, Chief Building Stationary Engineer, Chief Stationary Engineer and Stationary Boiler Room Operator classifications. The distinctions not being material to the present matter, they are hereinafter ignored.

the necessity to require WPOs to report in order to fill vacant shifts. Shifts left empty by failure of bargaining unit members to voluntarily accept the opportunities are termed by the Parties “blank shifts”. While safety or other public welfare concerns may allow the Employer to require bargaining unit members to fill blank shifts, such action is not mandated and has not been taken by the Employer.

As a provider of potable water the Division is required to meet Federal and Ohio EPA standards. In addition to mandated improvements, much of its capital expenditure – dubbed the “Plant Enhancement Program” – has been the SCADA computerized monitoring system, permitting operators to control the operation of pumps and valves from terminals located around the facility, and to monitor pH and chemical levels, as well as control the introduction of chemicals to treated water.

The transition from manual to computerized monitoring and operation of both the pumping and purification functions of the Division has resulted in different, if not fewer, duties for bargaining unit members, as was demonstrated in the August 2005 informational tour of the City’s Nottingham facility given the Factfinder. Rather than locating pump problems and manually transferring to a backup pump, operators can do so via computer. Similarly, valves can be opened or closed; put on or taken offline from a terminal. Chemical levels can be monitored and altered electronically, rather than manually. Necessary monitoring and calibration is done – at least at Nottingham – from a lab easily accessible from the computer control room. While these changes in operations have not eliminated the need for skilled operators, the transition has altered the nature and duties of the Division’s WPO I & IIs considerably.

In consideration of the above factors, and those discussed individually below, the

following recommendations are respectfully submitted to the Parties, as provided in ORC 4177.14 (C)(5).

FINDINGS AND RECOMMENDATIONS

Article 46 - Minimum Staffing

City Proposal:

The City's fiscal condition, and the difficult future prospects faced by the Division of Water necessitate control of expenditures, according to the Employer. The nature of modern operations, future considerations and industry practices make the current minimum staffing requirements unfeasible. The Division argues that its experience with "blank shifts", excessive overtime and sick leave usage demonstrate the detrimental effects of minimum staffing. Accordingly, it urges the Factfinder to recommend its elimination.

Although the Division's operating costs continue to rise – from \$107 million in 2000 to over \$127 million in 2004 – City Council has not approved rate increases for 2006. Only refinancing has enabled the Division to meet its debt service obligations sufficiently to maintain favorable bond ratings. Moreover, the City argues, extensive capital improvements in the near future, necessitated by state and federal mandates in addition to operational considerations, will require several millions of dollars in new debt in the near future.

By contrast, bargaining unit members enjoy earnings that approach six figures, primarily due to overtime generated by minimum staffing requirements. When the Division agreed to change from 8- to 12-hour shifts during mid-term negotiations in 2003, says the City, it was with the understanding that the change would result in less sick time usage and fewer overtime hours. That benefit has failed to materialize, according to the Employer. In 2004,

99 members of the bargaining unit earned some \$785,000 in available overtime, for average earnings of \$52,000 and average overtime of some \$8,000. Citing the trade publication *Opflow*, the Employer contrasts this with average earnings of some \$38,000 per treatment plant operator within the industry.

The Employer argues that contemporary technology has eliminated the need for minimum staffing while not resulting in risk to operator or public safety, and without sacrificing water quality. That contention is borne out by the Division's operation of facilities with blank shifts. Under the Minni settlement agreement, Local 18-S members must be offered shifts open due to absences. In many cases, Union members have failed to fill the vacant shifts voluntarily. When blank shifts are not filled, the City maintains that its employees "adjust" to accommodate the absence and are able to maintain operations without loss of production or quality. The Division argues that its ability to operate with less than the minimum staffing requirement underscores its argument that the requirement itself has outlived its purpose. Nor, it contends, is the Union able to cite any specific safety concerns under blank shift conditions.

The City asserts that it has no intention of eroding the bargaining unit. In fact, it maintains that it will not lay off any bargaining unit personnel if minimum staffing requirements – and what it argues are related excessive overtime and sick time costs - are eliminated. Moreover, the Employer declares that its proposals for elevation of all bargaining unit members to WPO I classification through licensing incentives

For these reasons, the Division urges the Factfinder to recommend elimination of the minimum staffing requirement of Article 46.

Local 18-S Position:

The Union points out that the fiscal condition of the City of Cleveland – which it acknowledges to be troubled – is not the same as the financial situation of the Division of Water. Moreover, the technological changes undertaken by the Employer have not reduced the need for minimum manning to monitor and maintain the system. Neither does overtime constitute the primary increase in the Division's operating expenses, which the Union maintains are due largely to increases in staffing and facility additions. Additionally, the Union argues that elimination of the minimum staffing requirement would jeopardize the safety of the City's water supply and the safety of its operators. Finally, Local 18-S asserts that the Division's proposal to eliminate minimum staffing is an attempt to erode the bargaining unit, and to reassign the duties of its members to non-unit personnel.

The City's General Fund is unrelated to the Division of Water's Enterprise Fund, a relationship the City's finance Director described in his testimony:

The general fund is supported by taxes and is the funding source for police, fire, public service and the central functions of government, finance, personnel and law. Enterprise funds, such as water, are supported by fees and charges for the services provided by those organizations and not by general tax revenues.

In contrast with General Fund difficulties, the Union points out that the Division enjoyed a \$5.8 million increase in operating revenues in 2004; experienced no layoffs in 2003; and was the recipient of state and federal funds for security upgrades and capital improvements. Additionally the Water Division was able to rehire some seventy General Fund employees laid off elsewhere by the City. In short, while the City has truly faced a financial crisis, that situation is unrelated to the solid financial condition of the Division of Water.

The Union rejects the City's implication that increased computer monitoring of operations has removed the need for staffing multiple operators per shift. As a result of technological advances, operators must now monitor multiple computers at more locations in order to document chemical storage and feeding. Each of these terminals, the Union asserts, provides different data, which must be rechecked for accuracy. Modernization has consequently added additional duties such as filter core cleaning and turbidity monitoring to those already required of bargaining unit members. Moreover, these advancements have not been installed in all of the Division's facilities, militating against elimination of the manning requirements meant to deal with the older technology.

Neither can computers react to emergency or other situations, the Union argues. Operators are necessary not only to monitor and calibrate the computers, but to respond to problems indicated in the monitoring process. Consequently, Local 18-S rejects the City's contention that it is not seeking to replace operators with computers.

The Union also rejects the City's attempt to attribute an increase in operational expenses to overtime worked by plant operators. Between 2002 and 2004, it maintains, operating cost increases were primarily due to increases in staffing, as well as additions to plants and equipment. In 2003, for example, the Union points to the testimony of City Finance Director Baker that the addition of over seventy new employees laid off from General Fund operations, not employee overtime, was responsible for the overall increase in operational expenses.

Additionally, Local 18-S argues that the drop in the number of operators caused by hiring freezes in recent years contributed to a spike in overtime. In that regard the City failed to correlate operator overtime with overall Division overtime – including supervisory

personnel – for the same period. Much of the overtime could be eliminated by simply hiring additional WPOs in floater positions to fill vacancies. It was in the interests of compromise in this regard that the Union agreed to allow “blanking” of shifts when no operators were available to fill vacant shifts.

The Union argues that operator and public safety would be compromised by elimination of minimum staffing requirements. While computerized operations have eliminated some of the manual aspects of the WPO position, only experienced operators can react to the computer-generated data. At present, when staffing is short-handed, entire buildings are left unattended, according to the Union, jeopardizing both the water supply and the safety of its operators, should an emergency situation arise.

In support of its position, Local 18-S contends that a recent water main break at the Division’s Kirtland facility was indicated by a drop in water flow. Although the monitoring system indicated a problem, it required that WPOs go to the leak location and assess and correct the problem. In another instance cited by the Union, electrical problems at the Nottingham Plant require that operators physically remedy the situation at its location. In such cases, the “buddy system” mandated by OSHA requires that more than one operator be in attendance.

Finally, the Union argues that the City’s purpose in eliminating minimum staffing is to erode the bargaining unit. Absent a provision requiring a specific number of operators per shift, the Union asserts, the Division is left free to reduce the classification to the point of extinction. Despite the increase in WPO duties occasioned by technological advances, the City seeks to reduce the number of operators on each shift, and to assign non-bargaining unit employees to assume their functions.

The Division could readily control overtime costs by simply employing additional WPOs, and assigning the new employees to floating positions to fill vacancies, according to Local 18-S. Therefore, the Union urges that the Factfinder reject the City's proposal to eliminate the minimum staffing provision of Article 46.

Findings & Recommendation:

There is no question as to the reality of the financial difficulties faced by the City of Cleveland; they are deep and disturbingly abiding. However, as discussed at some length above, the condition of the City's General Fund and that of its Enterprise subdivisions are separate and distinct. In good economic times the Water Division does not contribute to the economic well-being of the City of Cleveland, as it does not obtain subsidies from the City when its operations fail to generate sufficient revenue to meet its costs. In fact, every indication is that the Division is a well-managed operation enjoying an enviably stable revenue stream. It unquestionably does not meet the statutory criterion for inability to fund the current minimum staffing requirements provided in Article 46.

However, the ability to effectively and efficiently manage and assign the workforce is essential to any enterprise, public or private. In the predecessor Contract between the Parties, Management Rights are enumerated in Article 3, and include, *inter alia*, the right to determine appropriate standards of service and utilization of technology [§ 3(5)(A)]; to maintain the efficiency and effectiveness of the operation [§ 3(5)(C)]; to determine the overall methods, processes, means, or personnel by which operations are to be conducted [§ 3(5)(D)]; and to determine the duties to be included in all job classifications. Perhaps most pertinent to the present issue, the Division is specifically afforded the right to “[d]etermine the adequacy of the workforce” [§ 3(5)(F)]; and is charged with “[e]ffectively

and efficiently manag[ing] the work force to utilize personnel in the manner determined by the Employer to be most effective and efficient” [§ 3(5)(M)].

There exists, therefore a tension between the reserved right of management to determine the adequacy of its workforce and utilize it efficiently on the one hand, and the minimum staffing provision of Article 46 at issue here. That is, if the City is empowered to “determine the methods, processes, means or personnel by which operations are to be conducted” and the technology by which this is to be accomplished, it can accordingly determine the existing workforce to be ineffectively utilized, and reassign it. Balanced against this right – one might even say “public charge” – the minimum staffing provisions of Article 46 can only be justified on the basis of concerns for the safety of the workforce or the public; or by demonstration of a genuine attempt to erode the bargaining unit. The evidence on which Local 18-S is forced to support either premise is tenuous or non-existent.

The Union’s assertion that elimination of minimum staffing constitutes a threat either to water quality or to the safety of Water Plant Operators is unsupported by even anecdotal evidence. Neither does empirical or statistical evidence support such claims. Certainly operators are necessary to both monitor the pumping and purification systems, and to remedy such problems as they arise. Certainly too bargaining unit members regularly deal with hazardous chemicals and powerful machinery.

However, operators are not the only employees on duty in Division facilities. Other workers and supervisors are present to assure relative worker safety, to assist in emergencies and to meet OSHA “buddy system” requirements. If necessary, operators may call supervisors at home for assistance. Chlorine and other toxic chemicals which formerly presented a hazard to Water Division personnel are no longer employed in operations, or are

used in less toxic forms. Indeed, as the duties of WPOs transition from manual and trade skills to technological functions, the hazards to which they are exposed would seem to decrease rather than increase. Neither was the Union able to present evidence substantiating testimony that elimination of minimum staffing had resulted in unsafe water quality or any other public threat in the past.

The Union also argues that the City's desire to eliminate the minimum staffing provisions of Article 46 constitutes a veiled attempt to erode or eliminate the bargaining unit. However, no substantial evidence of such intent was presented; nor is the assertion supported by the City's proposals themselves. First, the Division has pledged that elimination of the minimum staffing provision would eliminate the need to lay off bargaining unit members. Second, monetary incentives for all members to become licensed at the WPO II level – also recommended below – would seem to increase the value, and thus the security of the bargaining unit by enhancing the level of member's job skills.

For these reasons, as well as the facts discussed in the Background & Statutory Considerations section *supra*, the City's proposal to eliminate the minimum staffing requirements of Article 46 is recommended. Except as otherwise recommended herein, the other provisions of Article 46 will obtain.

Article 22 - Temporary Transfers

City Proposal:

Arguing that the current provision limiting temporary transfers to less than thirty days does not accommodate plant shutdowns necessary to effect extensive repairs or renovations, the City proposes to add "plant shutdowns" to the list of exceptions enumerated in Article 22.

Local 18-S Position:

The Union opposes the proposal.

Findings & Recommendation:

Many of the renovations, modifications and repairs necessary to the Division's efficient operation require extended periods of shutdown. Accordingly, the City's proposal to include plant shutdowns in the list of exceptions to the temporary transfer restriction in Article 22 is recommended.

EPA License Requirement & Incentives

City Proposal:

Citing the requirement that all WPO Is in the Division obtain an Ohio EPA Class I license within 18 months of hire, now contained in a Letter of Understanding between the Parties, the City proposes to memorialize the practice within the Contract.

Additionally, it proposes monetary incentives to motivate bargaining unit members to obtain advanced Ohio EPA certification. Accordingly, it offers a \$.50 per hour incentive for WPO Is who obtain a Class II license, and an additional \$.50 per hour incentive – to a total of \$1.00 per hour – for employees obtaining an Ohio EPA Class III license.

Local 18-S Position:

The Union offers no argument with regard to this proposal.

Findings & Recommendation:

There being little imaginable reason not to support incentives which both financially benefit employees and add to their own job security, as well as the strength of the Union's representation, the City's proposal is recommended as stated.

Merger of Classifications

City Proposal:

The Division argues that scheduling and assignment flexibility would be facilitated by merging the present WPO I and WPO II classifications at the WPO II level, with pay at the contractually-established level.

Its goal, the City maintains, is to develop a staff of “super operators” able to undertake the monitoring and calibrating required by the new technology being adopted in plant operations. Merger of the two current classifications is the first step in this process.

Local 18-S Position:

The Union offers no argument with regard to this proposal.

Findings & Recommendation:

There is little rationale for not accepting the City’s proposal, save its lack of specificity and the Factfinder’s apparent lack of jurisdiction. Rather than being a matter of Contract, the classifications of bargaining unit members, and the required qualifications for each classification, are matters of Civil Service provision.

Accordingly, the City’s proposal, however merited and supportable, cannot be recommended here. Rather, the Parties are urged to consider the Factfinder’s recommendations with regard to the other issues at impasse and, considering those recommendations, to reach a mutually agreeable mechanism for merger of the WPO I and WPO II classifications.

Civil Service Language*

Local 18-S accepted the City’s proposal to modify the Contract’s Civil Service to

accommodate the court's decisions in Cleveland Civ. Serv. Employees As. v. Cleveland, 2002-Ohio-586, and the issue was resolved at hearing by mutual agreement of the Parties.

Article 10 - Layoff & Recall

Local 18-S Proposal:

The Union proposes that language in Article 10 currently providing that "employees shall be laid off based upon their seniority within their division . . ." be changed to provide for layoff based on departmental rather than divisional seniority.

City Position:

The City opposes the Union's proposal, arguing that other Divisions within the Department provide very dissimilar services, and as a result include no WPOs. Moreover, the City argues that the proposal would conflict with other City labor agreements.

Findings & Recommendation:

Increasingly, the skills, experience and certification required of Water Plant Operators are unique not only to the Division, but to the WPO classification as well. Employees of other Divisions within the Utilities Department do not possess the skills or accreditation that would allow them to function within bargaining unit positions without extensive retraining and within any reasonable time period. Accordingly, the Union's proposal is not recommended.

Shift Coverage

Local 18-S Proposal:

The Union proposes to change the Division's overtime procedures for WPOs to allow

all vacancies to be filled in any combination of four, six, eight or twelve hour increments.

City Position:

The Employer opposes the Union’s proposal, arguing that the practice would create an “administrative nightmare”.

Findings & Recommendation:

Under the current practice, vacancies in WPO positions for entire twelve hour shifts – such as those occurring as a result of vacation, sick leave and FMLA or other long-term medical leaves – are filled in increments of six or twelve hours. Sick leave vacancies are staffed in increments of four, eight or twelve hours.

The Union proposal would extend the limited sick time increments to all vacancies. No good rationale for the proposed change having been presented, and the City’s argument as to the administrative burden having some merit, the proposal cannot be recommended.

Article 37 - Personnel Records

Local 18-S Proposal:

The Union proposes reduction of the washout period for discipline maintained in bargaining unit member’s personnel files from the present two years to 18 months.

City Position:

The City opposes the Union’s proposal.

Findings & Recommendation:

The provision to modify Article 36 to reduce the effective consideration of disciplinary action from two years to 18 months cannot be recommended. No compelling

reason for the reduction sufficient to offset that the period is universal among City contracts was provided by Local 18-S. Retention of current contract language is recommended.

Summary

FINDINGS AND RECOMMENDATIONS

In consideration of the factors enumerated in OAC 4117-9-05(K), *et seq*; the testimony and evidence proffered by the Parties at hearing; and the issues at impasse resolved through mediation, the Factfinder recommends the following:

Article 46 - Minimum Staffing

Elimination of the minimum staffing requirement of Article 46 is recommended.

Article 22 - Temporary Transfers

Inclusion of "plant shutdowns" in the list of exceptions to temporary transfers is recommended.

EPA License Requirement & Incentives

The City's proposal to memorialize the current 18 month requirement for attainment of an EPA license and to provide a \$.50 per hour incentive for Class II and Class III license holders is recommended.

Merger of Classifications

The City's proposal to merge WPO I and WPO II positions, and to pay compensation at the contractual level is not recommended as lacking specificity and being an extra-contractual matter. The Factfinder strongly urges the Parties to enter negotiations to reach a mutually agreeable resolution concurrent with this Report & Recommendations.

Civil Service Language*

Resolved at hearing by mutual agreement of the Parties.

Article 10 - Layoff & Recall

Retention of current contract language is recommended.

Shift Coverage

Retention of current contract language is recommended.

Article 37 - Personnel Records

Retention of current contract language is recommended.

Gregory James Van Pelt

Respectfully submitted this 19th day of April, 2006
At Shaker Heights, Cuyahoga County, Ohio