

STATE EMPLOYMENT
RELATIONS BOARD
2005 MAY 23 A 11:43

IN THE MATTER OF FACT-FINDING

BETWEEN

TEAMSTERS LOCAL 24

AND

PORTAGE COUNTY SOLID WASTE MANAGEMENT DISTRICT

BEFORE: Robert G. Stein

SERB CASE NO. 04 MED 09 0872

PRINCIPAL ADVOCATE FOR THE UNION:

SUSAN D. JANSEN, Esq.
DAVE RICHARDS, BUSINESS AGENT, Local 24
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and

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INTRODUCTION

The Employer is the Portage County Solid Waste Management District (hereinafter "Employer" or "District"). The Employer provides an important and unique public service in Ohio. Its focus on recycling preserves natural resources and has a positive impact on the quality of life of the citizens of Portage County. Teamsters Local 24 (hereinafter "Union" or "Teamsters") represents the bargaining unit. The bargaining unit is comprised of approximately thirty-five (35) to forty (40) employees holding the following classifications: Material Processor Line Captain, Equipment Operator, Material Processor, Maintenance Worker, Truck Driver, and Hazardous Waster Specialist. Material Processors and Truck Drivers represent the largest contingents of bargaining unit members.

The parties are bargaining their second Collective Bargaining Agreement. The State Employment Relations Board certified the bargaining unit on April 26, 2001. Portage County is located in northeast Ohio, and it has a population of approximately 152,000 residents. The Portage County Commissioners are party to approximately fifteen (15) other collective bargaining contracts. The previous Collective Bargaining Agreement (hereinafter "Agreement") between the parties expired on October 23, 2004. Mediation sessions were held February 14, 2005 and February 28, 2005. A formal fact-finding hearing began on February 28 and concluded on March 4, 2005. The parties initially presented the fact-finder with approximately thirteen (13) issues to resolve. They were:

Listing Of Unresolved Issues:

1. Seniority (Article 12)
2. Hours of Work and Overtime (Article 14)
3. Holidays (Article 15)
4. Leave of Absence (Article 18)
5. Training (Article 24)
6. Vacancies and Postings (Article 26)
7. Subcontracting (Article 28)
8. Wages (Article 30)
9. Insurance (Article 32)
10. Total Agreement (Article 40)
11. Duration (Article 42)
12. Longevity (New Article)
13. New Driver's Policy (New Article)

Some of the issues were resolved or partially resolved through mediation. The remaining unresolved issues are addressed in this report. Both Advocates represented their respective parties well and clearly articulated the position of their clients on each issue in dispute. In order to expedite the issuance of this report, the Fact-finder shall not restate the actual text of the parties' proposals on each issue, but will instead reference the Position Statement of each party along with a summary. The Union's Position Statement shall be referred to as UPS and the Employer's Position Statement shall be referred to as EPS.

CRITERIA

OHIO REVISED CODE

In the finding of fact, the Ohio Revised Code, Section 4117.14 (C)(4)(E) establishes the criteria to be considered for fact-finders. For the purposes of review, the criteria are as follows:

1. Past collective bargaining agreements
2. Comparisons
3. The interest and welfare of the public and the ability of the employer to finance the settlement.
4. The lawful authority of the employer
5. Any stipulations of the parties
6. Any other factors not itemized above, which are normally or traditionally used in disputes of this nature.

These criteria are limited in their utility, given the lack of statutory direction in assigning each relative weight. Nevertheless, they provide the basis upon which the following recommendations are made:

OVERALL RATIONALE FOR RECOMMENDATIONS

These are uncertain times for Ohio public employers. While the state of Ohio struggles with a shortfall between revenue and expenses that is tallied in the billions of dollars, the governor's proposed budget includes reduced support to counties and cities that has been traditionally provided via local government funding. The federal government is reducing aid to the states and, in turn, the states are reducing aid to local government entities. Portage County has been carefully managed and still appears to be in reasonable financial condition, yet like other local government entities in Ohio it faces some serious challenges. The issue of dramatically rising healthcare costs with no apparent end in sight promises to erode wage increases and to present employers with some difficult future choices. What will occur in the near and distant future is anyone's guess, yet for purposes of this analysis these factors are a backdrop that cannot be ignored. The interest and welfare of the public and the ability of the employer to finance a settlement are criteria the fact-finders must consider in matters of fact-finding.

With all business there is a bottom line to watch, and the business of public government is no exception. It has been said that the keys to sound management are prudent stewardship of resources, fiscal responsibility, revenue growth, and maintaining quality employees. This balancing act of providing quality services, while prudently managing public-funds, places considerable

pressure upon agency heads, local government officials, and upon the very employees a county must rely upon to provide valuable services. As many of the private and public employers of Portage County understand, running a successful business requires the recruitment and retention of quality employees.

Issue 1: The first issue for which the parties are in dispute is contained in Article 12, Seniority. It deals with the position of Equipment Operator and is a proposal by the Union for the existence of designated trained Back-up Operators when vacancies arise. The Union's proposal would require the Employer to fill temporary job assignments and vacancies based upon seniority within the classification where the vacancy occurs. Once an opening occurs on a particular piece of equipment within a classification, the senior most employee should be offered the opportunity to fill the vacancy, argues the Union. The Union's proposal is closely tied to a later proposed requirement for training. The Union contends that this proposal came about because of the Employer's past actions. It asserts that during absence of an Equipment Operator, the Employer often pulls senior employees off their equipment and requires them to operate less desirable equipment, leaving a junior employee to operate more desirable equipment.

The Employer argues the Union's proposed change in Article 12 undermines its managerial rights to operate the organization in an efficient manner. It points out that the contract already contains language that requires the filling of vacancies based upon qualifications, experience, education, and

past performance. Seniority becomes a tiebreaker if there are two or more employees who are relatively equal in these matters. The Employer contends this criterion has worked well for the parties, and it is not interested in establishing a new criterion that only includes seniority. However, the Employer also stated it has trained senior employees as Back-up Equipment Operators to fill-in for absent employees on various pieces of equipment. The Employer insists back ups have been trained, positions have been posted, and the senior man has been given the back up position. The Employer points out that if an Equipment Operator does not show up for work, the trained back-up, who got this position by seniority, gets the work.

In Article 25.03, the parties have negotiated contract language that clearly spells out the criteria for promoting employees into position. Neither party proposed a change in this approach as it applies to equipment operators. In addition, Articles 5, § 6 specifically provide the Employer with the right to make work assignments. Article 27 also places the responsibility for overall safety upon the Employer. Given the nature of some equipment, it is reasonable that an employer would at a minimum be concerned with operational safety. One of the criteria used by fact-finders in these matters is past negotiated contracts. Therefore, any new language in Article 12, absent compelling facts supporting a different approach, needs to be consistent with what the parties have negotiated in the past. After hearing the arguments of both sides, it appears the parties share some common ground in allowing the most senior qualified

employees to fill in for temporary vacancies. It is recognized that being a Back-up Operator is not equivalent to being awarded the job on a permanent basis. However, the back-up experience can provide a senior employee with the opportunity to receive training that will increase their chances for future permanent promotions.

Issue 2: The Union has multiple proposals in this Article. It is proposing elimination of § 14.01 that makes it clear their hours of work are not guaranteed. The Union is seeking to eliminate the word "normal" from § 14.02. It is seeking to eliminate the word "maximum" from § 14.03 that addresses a thirty- (30) minute lunch. During mediation the parties reached tentative agreement on removing the word "maximum" from this section. In 14.05 the Union is seeking overtime for work over eight (8) hours in a day. However, the Union made it clear this would not affect employees who are scheduled to work four (4) ten (10) hour days. In 14.07 the Union is seeking to eliminate the fifteen (15) minute increment minimum applied to tardiness. And, the Union is seeking to add a new § 14.08 that addresses working in temperatures above eighty-five (85) degrees.

The Employer argues § 14.01 and 14.02 should be retained as current language as a matter of consistency with other county contracts. It opposes the implementation of overtime over eight (8) hours due to budgetary concerns. The Employer would agree to modify § 14.07 if the Union would adopt its proposed grid approach to tardiness/attendance.

Fact-finders in these matters often use meaningful comparables. Portage County has several other bargaining units. For example, in Employer Exh. 1, involving the Portage County Engineer and Local 436 of the Teamsters Union, one finds similar language that appears in § 14.01 and 14.02 of the current Collective Bargaining Agreement. One also finds in Employer Exh. 1, under Article 15, a provision to pay overtime after eight (8) hours in a day. The collective bargaining contract with the Portage County Dog Warden and Local 436 of the Teamsters also supports the Employer's position to maintain § 14.01 and 14.02 as current language, but supports the Union's position on working over eight (8) hours in a day. In two other examples involving the collective bargaining agreements between the Local 436 and the Portage County Building Department and Motor Pool there is no guarantee of hours, but no daily overtime has been negotiated. In another example involving AFSCME and the Portage County Nursing Home, the collective bargaining agreement provides for overtime after eight (8) hours in a day, includes the word normal in the hours of work provision, and includes the right of the Employer to alter work schedules with notification. In the six (6) collective bargaining contracts between the OPBA and Portage County (Sergeants and Lieutenants, Deputy Sheriffs, Dispatcher Sergeants, Dispatchers, Corrections Officers, and Corrections Corporals and Sergeants) overtime is paid for work over eight (8) hours in a day. The balance of these comparable contracts favors providing overtime for hours worked over eight (8). However, in these contracts and the contract involving

the Teamsters and the County Dog Warden, the Employer maintains the discretion to pay overtime or to provide compensation time off. However, a compensation time system does not always work well for every employer, and it is a matter that is best left to the parties to negotiate.

As previously stated, the parties agreed to remove the work "maximum" from § 14.04. The imposition of a fifteen (15) minute penalty for being tardy less than fifteen (15) minutes does not appear to be reasonable, unless the time clock system can only operate on such increments. Under a large number of time keeping systems with which this fact-finder is familiar, six (6) minute increments are the smallest portion of time for docking or paying employees. It is important to maintain the integrity of a system of this nature. Late is late, but an actual accounting of just how late represents a more authentic representation of what really occurred. If you over-penalize an employee who is one (1) minute late by docking him/her fifteen (15) minutes he/she may resent the system and lose sight of the fact they were still late. Moreover, under current language the employee who is fifteen (15) minutes late gets no more scrutiny than the employee who is one (1) minute late. It is also common for Employers to take a firm and uniform approach to work attendance and to promulgate reasonable work rules regarding this subject.

Issue 3: The Union is proposing language under § 15.04 that would only require an employee to be at work the day before or day after a holiday in order qualify for compensation for the day. In addition, the Union proposes to count

sick time for purposes of defining active pay status. The Union submits one collective bargaining agreement involving the Portage County Library and SEIU District 1199 as a comparable in support of its position. The Employer is opposed to changing the language and argues that such a change is contrary to what exists in the vast majority of other bargaining units in Portage County.

I find the Employer's position in this matter is supported by the majority of comparables in Portage County and is consistent with the trend in the public sector in Ohio. Sick leave is often excluded from the calculation of overtime, which is what the parties have previously agreed upon in the current Collective Bargaining Agreement. Moreover, having to work the shift prior to and after a holiday is a well accepted requirement in labor settings, both in the public and private sector. In the current Collective Bargaining Agreement the parties have negotiated more liberal language that only requires an employee to be in active pay status (excluding paid sick leave).

Issue 4: The parties are not in disagreement over the importance of properly training all employees. However, they are disagreement over the amount of effort to train employees that has existed over the life of the current Collective Bargaining Agreement. The Union indicates that an insufficient amount of training has occurred. The Employer asserts that anyone who has sought additional training has received it, within the limitations of running the organization and dealing with periodic manpower shortages. Moreover, the

Employer asserts it has not been presented with numerous grievances over this issue.

This is a difficult issue for a fact-finder to rule upon. The current language contained in § 24.01 is fairly strong and conveys the intent to train employees based upon seniority, and not to unreasonably deny their requests for training. It was also clear during negotiations that the Union made a strong case for a most senior employee who currently performs vehicle maintenance to be trained for any in-house mechanic positions should they be established.

Issue 5: The Union wishes to delete from § 28.02 work performed by the current Maintenance Superintendent and Production Foreman. The Employer argues for maintaining current language. The Employer admits this was a hotly contested issue in the last round of bargaining, but asserts it needs to maintain the flexibility these two managerial employees bring to the organization. Moreover, the Employer contends these two employees were performing some bargaining unit work prior to the Union being voted into the workplace. The previous fact-finder ruled upon it, and it should not be resurrected at this time.

The Union's position is understandable in this matter. Two employees, who are not officially in the bargaining unit, are regularly performing bargaining work with immunity. However, I also understand the historical significance and organizational structure argument forwarded by the Employer. The organization of work was with these two people in mind, and it has withstood the rigors of organizing and the scrutiny that accompanies first contract negotiations with

fact-finding. This is history a fact-finder must take into consideration. However, it is also clear that the supervisory exception is specifically limited to the current Maintenance Superintendent and Production Foreman.

Issue 6: The Employer asserts that the Union's proposed annual increase of \$2.00 per hour across-the-board is excessive in light of inflation, which has been under 2.7% for each of the last three (3) years. The Employer argues the current wages are competitive with other like jurisdictions in the Ohio and are reasonable, given the fact that anticipated revenues are projected to be flat in 2005. The present wages range from \$10.15 per hour for Material Handler to \$14.35 per hour for Truck Drivers. The Employer is proposing increases of 2% the first year, 1% the second year, and 1% the third year. Charles Ramer provided insightful testimony that the District is in competition with fifty-two (52) other facilities in the state of Ohio, and many of them are operated by much larger private sector waste management companies who can afford to pay higher wages.

As cited above, the Union is asking for significant general wage increases and wage inequity adjustments for Class A CDL holders. The Union is of the opinion that the District is in good financial condition. The Employer did not disagree with this statement as it applies to the current time, but asserts its expenditures are increasing and they will eventually outstrip its revenue. The parties are not in agreement as to whether there is a requirement for any employee to hold a Class A CDL given the equipment that they operate. However, if now or in the future such a requirement is expected of employees, it

is not unreasonable, nor uncommon to provide a differential for this higher form of license. The Union is also seeking to provide a \$4.00 wage adjustment for the Hazardous Waste Specialist, Jason Proctor, based upon his training and job requirements. The Employer recognizes the importance of Mr. Proctor's work, but does not agree with the amount of a wage adjustment the Union is proposing. And, the Union is also proposing a wage increase of .50 cents per hour for the classification of Bales Stripper Machine Maintenance. The Union also argues that the County hired a consultant to evaluate wages, and in June of 2004 the consultant, among other suggested wage adjustments, recommended a 3.25% across-the-board wage increase. It must be acknowledged that this recommendation was made during a period prior to the state proposing substantial cuts to local government funding. It should also be a matter of record that management salaries are below market in Portage County.

As previously stated, many local governments in Ohio are facing uncertain financial challenges, while having to find ways to provide services to the public. The dedicated employees who provide these services are equally affected by the financial uncertainties, and likewise have to find ways to maintain households in the face of growing costs. During the last decade inflation has remained low and wage increases have hovered in the three to four percent (3% to 4%) range. And, on occasion wage increases topped four percent (4%). Also during the last decade health care costs were a growing

problem, yet employers still possessed redesign options that helped keep benefit levels in tact and costs from spiraling out of control. However, those options are limited and many public employers in Ohio have exhausted them.

The evidence demonstrates the Portage County Solid Waste District is well managed and provides a vital service to the citizens of Portage County. It has been the recipient of many awards, and it remains successful in a state where many counties have been unable to duplicate its success and have had to opt for private services. It is noted that the average increase in 2005 for nine out of the twelve other bargaining units in the County (i.e., seventy-five percent [75%]) is 2.87%. Only two (2) bargaining units in the County have bargained wage increases for 2006, making any comparisons beyond 2005 difficult. It is also noted that with a change of the contract to a later starting date of November 1, 2004, a wage adjustment must include compensation for this gap in time. Also in order to offset the spread in the wage relationship among classifications it is recommended that a cents per hour, versus a percentage wage increase be implemented.

The Union also proposed elimination of reduced rates during probationary periods and for the three (3) month increments that follow probation for Maintenance Workers, Household Hazardous Waste Specialists, and Truck Drivers, who have reduced rates for six (6) months beyond probation. It is certainly common for employees to receive a reduced rate while they are on probation after receiving a promotion. However, it is unclear why an employee

who has successfully completed a probationary period, would be required to accept substandard pay once they have demonstrated an ability to satisfactorily perform the work of the position. It is recognized that the previous fact-finder recommended this wage structure. However, this fact-finder was not provided any comparable data or industrial practice to support a continuation of this artificial suppression of wages.

Issue 7: Currently bargaining unit employees are not paying a premium toward their health care coverage. During the last round of negotiations the fact-finder recommended the Employer's language, which stated:

"In the event of employee contribution for health insurance, which all employees are required to contribute, the Employer retains the right to impose such an employee contribution on all individuals covered by this collective bargaining agreement in an amount not to exceed that of non-union County employees."

The Union accepted this language. On January 1, 2004 some, but not all County employees, started to pay premiums toward their health care coverage. The reason for this variance related to the variance in contractual obligations negotiated with other bargaining units in the County. When the Employer attempted to begin charging premiums to employees in the bargaining unit, based upon its interpretation of the language of Article 32, the Union grieved arguing that the intent of the language was that health care contributions were not to be assessed until such time as all County employees had to pay for their health care. In a decision rendered June 8, 2004 Arbitrator Mancini ruled in favor of the Union position. In his rationale he stated:

"Given the clear meaning of the language set forth under Article 32©, this Arbitrator must find the provision does not allow the Employer to compel Premium contributions from bargaining unit members unless all County Employees are required or obligated to contribute towards their health Insurance" (p. 13).

In his decision, the arbitrator also stated that this finding is consistent with the bargaining history of the parties leading up to this provision, citing in particular the words of Teamster Business Agent, Dave Richards. The Union in its proposal, does not propose a change in the "trigger" language Arbitrator Mancini ruled upon; however, it is attempting to protect its members by capping health care contributions at \$5.00 per pay, once all County employees are contractually obligated to pay premiums.

Currently there are still several bargaining units that are not required to pay toward their health care premium. It is likely this situation will be the subject of negotiations as each one of these units is slated for negotiations in the coming months. The Employer desires to change the language of the current Collective Bargaining Agreement and to require bargaining unit employees to pay health care premiums. It points out that most of the County's bargaining unit employees and its non-bargaining unit employees pay a premium. The current premium is approximately \$13.42 per pay for single coverage and \$34.89 per pay for family coverage. What the Employer is proposing is not conceptually unreasonable, and there are numerous public employees who are now required to contribute toward their health care premium. However, what the Employer is proposing is contrary to the bargaining history of the parties as

confirmed by Arbitrator Mancini. Bargaining history is one of the statutory criteria fact-finders are required to take into consideration, and I find that bargaining history regarding this matter has particular significance. A "deal is a deal" and the underpinning of that deal, according to Arbitrator Mancini, was the understanding between the parties that what was good for one bargaining unit in the County needed to be good for all bargaining units in the County. It is not unreasonable to predict that once the law enforcement bargaining units begin their new contracts in January of 2006, they will at some point during these subsequent agreements be required to pay health care premiums. At that point the language of Article 32 shall be invoked. When that happens bargaining unit employees will have to be prepared to begin to pay premiums that some County employees have been paying for a considerable period of time. Anticipating the implementation of Article 32 the Union is requesting a cap on health care premiums. It is not unusual for a Union to negotiate protective phase-in language in this regard. The agreement of the parties to allow the bargaining unit employees to avoid paying any premiums toward their health care has kept money in their pocket while other county employees started to make payments. Therefore, when the bargaining unit begins to make payments they must represent a reasonable and not a token effort in comparison with other County employees.

Issue 8: The Union is proposing a new longevity benefit which provides longevity pay that is included in regular wages over the course of a year. The Union cites

County law enforcement comparables and Job and Family Services in support of their proposal. The Employer vehemently opposes the introduction of this new benefit. It contends the law enforcement history of longevity pay began before the advent of collective bargaining. It also argues that Job and Family Services have various sources of revenue (e.g. grants) that the District simply does not have. The introduction of such a benefit is financially unfeasible, argues the Employer.

Given the totality of the issues and the determinations made by the fact-finder in this report, there is insufficient data to support the introduction of a new financial benefit at this time.

Issue 9: The Union wishes to modify Article 40, which is a zipper clause. The Union in essence desires to zip in past practices. The Employer's position is to maintain current language. This is the second contract between the parties. The previous fact-finder recommended the current language, and the parties accepted this provision. There is insufficient reason, given the parties' brief bargaining history with this language and lack of evidence indicating any substantial difficulty with it, to recommend any change at this point in time.

Issue 10: Both parties agree with the need to continue with contracts that are three (3) years in duration. However, the Employer suggests changing the starting date of the Collective Bargaining Agreement from October 23rd to the end of October. During mediation and the fact-finding hearing the Union did not object to having the contract end either at the end or the beginning of the

month. However, if a change is made to the ending date of the Agreement, there needs to be an offset adjustment to compensation for the period in question.

Issue 11: An employer has a right to promulgate reasonable rules and regulations and has had a policy in place for approximately three (3) years. I find there is insufficient data for the fact-finder to recommend this type of policy, particularly when considering the applicable federal regulations. It is best left up to the parties to deal with a policy of this esoteric nature.

Issue 1	Seniority	Article 12
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Recommendation

New Section 12.04

Any training offered by the Employer in operating equipment shall be first offered to the most senior employees who indicate an interest and demonstrate a basic ability to operate the equipment safely. Each Equipment Operator position will have a designated trained back-up employee. Back-up positions shall be posted and awarded in accordance with Article 25. If an Equipment Operator is absent, and in the determination of the Employer his Back-up has been sufficiently trained, the Back-up Operator shall be the first employee offered the work.

Issue 2,	Hours of Work and Overtime	Article 14
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Recommendation

- 14.01 and 14.02 Maintain current language**
- 14.03 Maintain current language**
- 14.04 remove the word "maximum"**
- 14.05 When an employee is required by the County to work more than forty (40) hours**

Recommendations

in a week or eight (8) hours in a day (excluding employees who working alternative schedules such as four (4) ten (10) hour days) as defined in this Agreement, s/he shall be paid overtime pay such time worked at one and one-half (1 ½) times his/her regular rate of pay. The County retains the right to require reasonable overtime. Compensation shall not be paid more than once for the same hours under any provision of this Article of Agreement. **The Employer or the Union has the right to propose mid-term bargaining over the issue of providing compensation time in lieu of overtime and to negotiate a compensation time alternative.**

14.06 Maintain current language

14.07 Any employee arriving late for work, except for extenuating circumstances or emergency situations approved by the employee's supervisor, may be docked for the actual time of tardiness. **For purposes of defining tardiness, being late for work is not punching in prior to or at the start of an employee's shift. The Employer has the right to promulgate reasonable rules and regulations regarding attendance and to hold employees accountable for violation of these rules in accordance with the just cause standard contained in Article 34.**

Issue 3	Holidays	Article 15
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Recommendation

Maintain current language

Issue 4	Training	Article 24
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Recommendation

24.01, 24.02, 24.03 Maintain current language, but add to 24.04

24.04 The Employer agrees that if it establishes an in-house bargaining unit Mechanic positions, it will offer the opportunity to train/send to training a current most senior maintenance bargaining unit member who possesses the necessary minimum qualifications for mechanic school. The chosen bargaining unit member, the Employer and the Union shall mutually agree upon provisions for an apprentice pay range, and any other necessary

arrangements. The training schedule shall be determined by the Employer. This does not preclude the Employer from hiring already qualified in-house mechanics, if the need cannot be immediately met by current bargaining unit members who desire a Mechanic position and are trained for such positions. It is also expected that if the Employer expends funds for training of this nature, there maybe a reasonable expectation of the trained employee that he/she will remain an employee for a reasonable period of time following the training. Employees attending approved job related training, courses or schools during their regular working hours shall not suffer any loss in regular hourly wages and benefits.

Issue 5	Subcontracting	Article 28
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Recommendation

Maintain current language

Issue 6	Wages	Article 30
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Recommendation

ARTICLE 30		WAGES		
<u>RATES OF PAY</u>	Effective	<u>11/1/2004***</u>	<u>11/1/2005</u>	<u>11/1/2006</u>
<u>POSITION</u>				
Material Processor*		10.55	10.85	11.15
Line Captain*		11.25	11.55	11.85
Equipment Operator*		12.59	12.89	13.19
Maintenance Worker and Household Hazardous Waste Specialist*/**		13.67	14.07	14.37
Truck Driver*		14.75	15.05	15.35

*** In the first paycheck following ratification of this Agreement, all employees shall receive a \$150.00 bonus for the adjustment in the starting date of the contract from October 23rd to November 1.**

**** The Hazardous Waste Specialist will be paid an additional premium of \$1.00 per hour**

***** retroactive pay to November 1, 2004**

Employees holding a Class A drivers license and who are operating equipment that requires a Class A license shall receive a \$1.00 per hour differential in addition to their regular salary for all hours worked.

Material Processors, Line Captains, and Equipment Operators shall receive .50 cents per hour less during probationary period. This probationary reduction in pay shall not apply to Back-up Equipment Operators who are promoted to a regular Equipment Operator Position.

Maintenance Workers and Household Hazardous Waste Specialists shall receive \$1.00 per hour less than the top rate during probationary period.

Truck Drivers shall receive \$1.00 per hour less than the top rate during their probationary period.

If a new position is created in the Department, including but not limited to Mechanic, Bale Operator and Shipping and Receiving, the parties shall meet to negotiate the applicable wage rate and other terms and conditions of employment for the positions. If the parties cannot reach an agreement, the dispute resolution procedures of O.R.C. 4117 shall apply.

Issue 7	Insurance	Article 32
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Recommendation

ARTICLE 32 INSURANCE

- 32.01** The County will provide hospitalization and major medical coverage under current Portage County Health Benefit Plan.
- a.** same as current language
 - b.** same as current language
 - c.** In the event an employee's contribution for health insurance, which all county employees are required to contribute, the County retains the right to impose such an employee contribution on all individuals covered by

this Collective Bargaining Agreement. During the first twelve (12) months of the implementation of payments, the bargaining unit members shall pay premiums capped at \$10.00 per pay for single coverage and \$20.00 per pay for family coverage. Thereafter, the bargaining unit shall pay premiums capped at \$20.00 per pay for single coverage and \$40.00 per pay for family coverage.

Issue 8	Longevity	Article 44
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Recommendation

No new language

Issue 9	Total Agreement	Article 40
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Recommendation

Maintain current language

Issue 10	Duration	Article
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Recommendation

Maintain Current Language with change of dates to reflect new timeframe of November 1, 2004 to October 31, 2007.

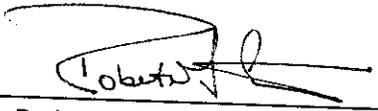
Issue 11	Driver Policy	New Article
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Recommendation

No new language

During negotiations and fact-finding the parties reached tentative agreement on several issues. These tentative agreements are part of the recommendations contained in this report.

The Fact-finder respectfully submits the above recommendations to the parties this 20th day of May 2005 in Portage County, Ohio.



Robert G. Stein, Fact-finder

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