



STATE EMPLOYMENT
RELATIONS BOARD

2006 APR 19 A 10:37

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

In The Matter of Fact-Finding
Between

AFSCME, Ohio Council 8

Union,

-And-

Northeast Ohio Regional Sewer District

District

RE: Case No(s) 05-MED-09-1024

FACT-FINDER: John Babel, Jr.

Appearances

Union

James A. Ciocia
1603 East 27th Street
Cleveland, Ohio 44114-4217

District

Craig M. Brown
Richard D. Porter
Duvin, Cahn & Hutton
1301 East Ninth Street, 20th Floor
Cleveland, Ohio 44114

INTRODUCTION

The fact-finder was contacted under the auspices of The Ohio State Employment Relations Board to assist in the negotiated procedures between AFSCME, Ohio Council 8 and Northeast Ohio Regional Sewer District.

Northeast Ohio Regional Sewer District ("District"), is represented in this matter by Craig M. Brown and Richard D. Porter of the law firm of Duvin, Cahn & Hutton. The Collective Bargaining Agreement is between the Sewer District and AFSCME, Ohio Council 8 and Local 2798 ("Union"). The Union is represented by James A. Ciocia, AFSCME Staff representative. The bargaining unit is comprised of 237 employees in twenty-three job classifications. The most recent Collective Bargaining Agreement was effective January 1, 2003 through December 31, 2005.

The District is an independent political subdivision of the State of Ohio. Created in 1972, the District, originally named the Cleveland Regional Sewer District, operated and manages wastewater collection, treatment and disposal facilities in the greater Cleveland metropolitan area. The District serves over one million people in an area of approximately 380 square miles, including the City of Cleveland and 59 suburban communities.

After several months of negotiations the parties reached a signed tentative agreement which was rejected by the Union membership. Following this rejection the parties submitted the unresolved six issues to fact-finding. A fact-finding session was held on April 5, 2006 at The Northeast Ohio Regional Sewer District Administration Building in Cuyahoga Heights, Ohio. The parties did have the assistance of a federal mediator.

In reporting the conclusion of this hearing the fact-finder has given full consideration to all reliable information relevant to the issues and to all criteria specified in 4117.14(4) (e) and Rule 4117-9-05(a) past collectively bargained agreement between the parties; (b) 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 considerations to factors peculiar to the area and classification involved; (c) the interest and welfare of the public, the ability of the public employer to finance and administer the issues proposed, and effect of the adjustment on the normal standard of public service; (d) the lawful authority of the public employer; (e) stipulations of the parties; (f) 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.

HEARING

Present at the hearing in addition to the three representatives were 13 union members and 18 management personnel. The Union introduced into evidence testimony from 8 witnesses, the District, one witness, all of which were sworn under oath to tell the truth. The Union introduced one exhibit. Both parties agreed that six issues were unresolved

and required a fact-finder opinion. The issues are hospitalization, wages, wage inequities, training, wash-up time and sick leave.

ISSUE 1 – ARTICLE 30 – HOSPITALIZATION & HEALTH CARE INSURANCE

Union Position

- a) Retain current 90/10 coverage for the entire term of the contract.
- b) Premium co-payments by employees:

| | <u>Year 1</u> | <u>Year 2</u> | <u>Year 3</u> |
|----------|---------------|---------------|---------------|
| Single | \$65 | \$70 | \$75 |
| 2 person | \$85 | \$92.50 | \$100 |
| Family | \$105 | \$115 | \$125 |

District Position – Incorporate the following changes:

- A. Plan Design
 - i. Maintain current health care insurance (plan design and options) for the period January 1, 2006, through December 31, 2006.
 - ii. Effective January 1, 2007, adopt the attached Plan Design components. This Plan Design will remain in effect for the period January 1, 2007, through December 31, 2008.
- B. Employee Contributions. Effective January 1, 2006, employees shall pay ten percent (10%) of the premium cost of the health care plan selected by direct payroll deduction.

Discussion

This has and continues to be a very emotional and difficult issue in all negotiations as it is here. The Union wants no changes in a very good hospitalization plan with the District proposing changes that will place some control on the rapidly increasing insurance cost. The District, in order to address this rapidly increasing cost, established a work group including representatives from management, non-bargaining employees and all three unions. The plan proposed by the District was a result of this group and is the insurance that will be given to all district employees. Arguments presented by the District and not disputed by the Union indicated that their proposal would require modest increases in deductible and co-pays, adds increased drug coverage to the Kaiser Plan, lower the percent of premium cost than traditionally required and provide a new “individual plus

one” feature .The Union had a major concern in changing from a flat amount premium pay to a percentage which employees would not know from year to year their premium cost.

FACT-FINDERS RECOMMENDATION Issue 1

A. Plan Design

- i. Maintain current health care insurance (plan design and options) for the period January 1, 2006, through December 31, 2006.
- ii. Effective January 1, 2007, adopt the attached Plan Design components. This Plan Design will remain in effect for the period January 1, 2007, through December 31, 2008.(Attachment A. Issue 1, Hospitalization Fact-finder recommendation .)

B. Employee Contributions

| <u>Effective</u> | <u>1/2/06</u> | <u>1/1/07</u> | <u>12/31/07</u> |
|------------------|---------------|---------------|-----------------|
| Single | \$65.00 | \$70.00 | \$75.00 |
| 2 person | \$85.00 | \$92.50 | \$100.00 |
| Family | \$105.00 | \$115.00 | \$125.00 |

Rationale

These changes would help in controlling health care cost and setting premium cost would provide members the ability to plan their health costs.

ISSUE 2 – WAGES – ARTICLE 37

Union Position

Section 1. Effective January 2, 2006, all employees in the bargaining unit shall receive a four percent (4%) wage increase and be paid in accordance with the wage rates set forth in Appendix A. [of the contract].

Section 2. Effective January 1, 2007, all employees in the bargaining unit shall receive a four percent (4%) wage increase and be paid in accordance with the wage rates set forth in Appendix A.

Section 3. Effective December 31, 2007, all employees in the bargaining unit shall receive a four percent (4%) wage increase and be paid in accordance with the wage rates set forth in Appendix A.

Section 4. If at any time during the term of this agreement any salaried employees receive a higher percentage increase their annual salary, all bargaining unit employees wages will be adjusted to equal such percentage increase.

District Position

Effective:

January 2, 2006: Two percent (2%) across-the-board wage increase

January 1, 2007: Two and one-half percent (2.5%) across-the-board wage increase

December 31, 2007: Two and one-half percent (2.5%) across-the-board wage increase.

Discussion

The next most difficult issue in collective bargaining is wages. The issues are cost of living factors and abilities to pay, both now and in the future. The Union position for the need to catch-up from the previous contract of a 7 ½% increase with consumer price index of 8.99% and the need to meet future increases in energy cost and cost of living requires the need for salary increases of 4% plus the District has the funds to meet their wage proposal. The District does not dispute the present good financial status of the District, but do to a shrinking area population, an increase in delinquent accounts, cut backs in federal grants and loans, increased cost in needed capital projects, a continuing decrease in end of the year cash balances, political challenges of increasing rates combined with the Cleveland area at the highest poverty rate of any major city (23.2%) in Ohio, all lead to a troubled outlook for the future financial well-being of the District. The Union during the last negotiations agreed on a yearly 2 ½ % increase and then saw some management employees receive an ½ % increase above the 2 ½ %. The District shared that management salaries are based upon competition, education, performance and value the individual provides to the District and a me-to clause is not feasible.

FACT-FINDER RECOMMENDATION Issue 2

Effective:

January 2, 2006: Three and one-half percent (3 ½%) across the board wage increase

January 1, 2007: Three percent (3%) across the board wage increase

December 31, 2007: Three percent (3%) across the board wage increase

Rationale

The Districts future financial conditions are challenging but this recommended increase can be managed. Also this increase will allow the union employees to stay among the highest wages of the eight sewer districts. A me-too clause on management salaries is not possible due to many different salaries.

ISSUE 3 – ARTICLE 18 – WASH-UP TIME

Union Position

All day maintenance employees (including Plant Operations and Sewer System Maintenance and Operation employees) all be allowed a fifteen-(15) minute wash-up time prior to a scheduled lunch period and another such period prior to the end of the work day.

District Position

Maintain current language.

Discussion

The Union in taking account of the nature of the work for the approximately forty (40) SSMO employees involving possible contact with a broad array of hazardous materials need this fifteen (15) minute wash-up period. The District agrees that, at times this is not clean work, but the employees are provided with protective clothing and gear plus various sanitation agents to clean up.

FACT-FINDER RECOMMENDATION Issue 3

Maintain current language

Rationale

The District demonstrated that they provide as much as possible equipment, clothing and sanitation agents to these employees. The Union did not demonstrate that this fifteen (15) minute wash-up time would resolve this issue in that the employees work from a district vehicle as they service many sites.

ISSUE 4 – ARTICLE 24, SECTION 7 AND ARTICLE 25, SECTION 4 – SICK LEAVE

Union Position

1. Add to Article 24, Section 7: “All 12-hour shift employees shall receive 60 sick hours with pay each payroll year.” Also, modify reference to “employees” to read “8-hour shift employees” in connection with reference to 56 sick hours.
2. Amend Article 25, Section 4 (b) to read: “All twelve (12) hour-shift employees will receive twenty-four (24) hours of Personal Holiday time, to be taken in two twelve (12) hour increments, subject to the notice and approval provisions of subsection (a) above.”

District Position

Maintain current language.

Discussion

The parties agreed to change the work schedule for operators from eight (8) to twelve (12) hour shifts with the understanding it would be cost neutral. This plan was tested (trial period) at which time the Union voted to continue the twelve (12) hour shifts. The Union as per its’ witness feels the need to increase sick and personal hours as operators, that when using this time under the present conditions could lose overtime pay. The District’s position is any change would violate the cost neutral agreement in making this change.

FACT-FINDER RECOMMENDATION Issue 4

Maintain current language

Rationale

This issue was negotiated as a whole with the understanding that cost neutrality must be kept.

ISSUE 5 – ARTICLE 37 – NEW SECTION 5

Union Position

Add a Section 5 effective January 2, 2006, that all operators at the Southerly Treatment Plant shall receive \$1.00 per hour additional compensation.

District Position

Maintain current language

Discussion

The Union's proposal is prompted by significant changes in the duties and responsibilities of Southerly operators compared to their colleagues at Westerly and Easterly. The District argued that past negotiation made changes to equalize the pay for water plant operators in the three plants, the issue being equal pay for equal work.

FACT-FINDERS RECOMMENDATION Issue 5

Reject Section 5- Maintain current language

Rationale

The Union presented different job duties in the various plants, had witnesses state that changes had occurred in Southerly but no evidence as to the true difference in operation duties among the three plants.

ISSUE 6 – TRAINING PROGRAM

Union Position

Adopt the changes as outlined in Union's Proposed Modification in The Training program.

District Position

Adopt The Training Program changes to Appendices B and C as contained in the Joint Training Program Proposal.

Discussion

Both parties proposed changes in The Training Program, the Union's proposals were directed at eligibility for training, preferences for promotion upon completion, compensation issues and opportunities for promotion. The District's proposal in line with that jointly developed with the Union with emphasis on training district needs and employees ability to advance.

FACT-FINDERS RECOMMENDATION Issue 6

Adopt District Training Program Changes to Appendices B and C as contained in the attached Joint Program Proposal .(Attachment B Issue 6 Training Fact-finder recommendation.)

Rationale

This proposal is a fair and balanced training program, encourages and rewards employees who advance in their training and will continue the philosophy of having well trained personnel providing vital services to the public.

RESOLVED ISSUES

The resolved issues,(attachment C Revolved Issues) are included and recommended to be included in the final agreement.

Rationale

Both parties requested that the revolved issues be part of this report.

SUMMARY OF RECOMMENDATIONS

Issues

1. Hospitalization

2. Wages

3. Wash-up time

4. Sick Leave

5. Add equity rate

6. Training

7. Resolved Issues

Recommendations

Same plan 2006
Plan Design 2007-08
Change employee contributions
Employee Opt-Out

Increase 3 ½%, 3%, 3%
No me-too

Current language

Current language

Current language

District proposal

Part of Recommendations



Respectfully submitted
John Babel Jr. PhD. Factfinder

**Attachment A. Issue 1
HOSPITALIZATION**

FACT-FINDER RECOMMENDATION



**SuperMed |
Northeast Ohio Regional Sewer District
Illustrative option for negotiation**



| Benefits | Network | Non-Network |
|--|---|--|
| Benefit Period | January 1 st through December 31 st | |
| Dependent Age Limit | Age 23 | |
| Pre-Existing Condition Waiting Period | Removal upon Birthday | |
| Blood Pint Deductible | Does Not Apply | |
| Lifetime Maximum | 3 pints | |
| Benefit Period Deductible – Single/Family ¹ | Unlimited | |
| Coinsurance | \$250/\$500 | |
| Coinsurance Out-of-Pocket Maximum (Excluding Deductible) Single/Family | 80% \$1,000/\$2,000 | 70% \$2,000/\$4,000 |
| Physician/Office Services | | |
| Office Visit (Illness/Injury) ² | | |
| Urgent Care Facility Services ² | \$20 copay, then 100% | 70% after deductible |
| Voluntary Second Surgical Opinion | \$20 copay, then 100% | 70% after deductible |
| Immunizations (tetanus toxoid, rabies vaccine, and meningococcal polysaccharide vaccine are covered services) | 80% after deductible 80% after deductible | 70% after deductible 70% after deductible |
| Preventative Services | | |
| Office Visit/Routine Physical Exam (One exam per benefit period) ² | \$20 copay, then 100% | 70% after deductible |
| Well Child Care Services including Exam and Immunizations (To age 9, limited to a \$500 per benefit period) ² | \$20 copay, then 100% | 70% after deductible |
| Well Child Care Laboratory Tests (To age nine) | 100% | 70% after deductible |
| Routine Mammogram (One per benefit period) | 100% | 70% after deductible |
| Routine Pap Test (One per benefit period) | 100% | 70% after deductible |
| Routine EKG, Chest X-ray, Complete Blood Count, Comprehensive Metabolic Panel, Urinalysis (One each per benefit period) | 100% | 70% after deductible |
| Outpatient Services | | |
| Surgical Services | | |
| Diagnostic Services | 80% after deductible 80% after deductible | 70% after deductible 70% after deductible |
| Physical/Occupational Therapy (40 visits per benefit period) | 80% after deductible | 70% after deductible |
| Chiropractic Therapy (12 visits per benefit period) | 80% after deductible | 70% after deductible |
| Speech Therapy (20 visits per benefit period) | 80% after deductible | 70% after deductible |

| Benefits | Network | Non-Network |
|--|--|-----------------------|
| Cardiac Rehabilitation | 80% after deductible | 70% after deductible |
| Emergency use of an Emergency Room ³ | \$50 copay, then 100% | |
| Non-Emergency use of an Emergency Room ^{3,4} | \$100 copay, then 100% | \$100 copay, then 70% |
| Inpatient Facility | | |
| Semi-Private Room and Board | 80% after deductible | 70% after deductible |
| Maternity | 80% after deductible | 70% after deductible |
| Skilled Nursing Facility (100 days per benefit period) | 80% after deductible | 70% after deductible |
| Additional Services | | |
| Allergy Testing | 80% after deductible | 70% after deductible |
| Allergy Treatment | 80% after deductible | 70% after deductible |
| Ambulance | 80% after deductible | 70% after deductible |
| Durable Medical Equipment | 80% after deductible | 70% after deductible |
| Home Healthcare | 80% after deductible | 70% after deductible |
| Hospice (180 days per benefit period) | 80% after deductible | 70% after deductible |
| Organ Transplants | 80% after deductible | 70% after deductible |
| Private Duty Nursing | 80% after deductible | 70% after deductible |
| Prescription Drug with oral contraceptives & weight loss drugs ⁵ | See Drug Highlight Sheet \$10/20/40 copay | |
| Mental Health and Substance Abuse | | |
| Inpatient Mental Health and Substance Abuse Services (30 days per benefit period) | 80% after deductible | 70% after deductible |
| Outpatient Mental Health and Substance Abuse Services (25 visits per benefit period) | \$20 copay, then 100% | 70% after deductible |

Note: Services requiring a copayment are not subject to the single/family deductible.

Deductible and coinsurance expenses incurred for services by a network provider will also apply to the non-network deductible. Deductible and coinsurance expenses incurred for services by a non-network provider will also apply to the network deductible.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

¹Maximum family deductible. Member deductible is the same as single deductible. 3 month carryover applies.

²The office visit copay applies to the cost of the office visit only.

³Copay waived if admitted.

⁴The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.

⁵Failure to present an ID card may result in decreased benefits.

Single - \$371.98

Two-Person - \$743.95

Family - \$1,234.98



Prescription Drug Program¹
NEORS
Final Option

| Benefits | Copay | Day Supply |
|---|---|-------------------|
| Benefit Period | January 1 st through December 31 st | |
| Dependent Age Limit | Same as Medical | |
| Formulary Retail Program with Oral Contraceptive Coverage and weight loss medication | | |
| Generic Copayment | \$10 | 30 |
| Formulary Copayment | \$20 | 30 |
| Non-Formulary Copayment | \$40 | 30 |
| Formulary Mail Order Program with Oral Contraceptive Coverage and weight loss medication | | |
| Generic Copayment | \$10 | 90 |
| Formulary Copayment | \$20 | 90 |
| Non-Formulary Copayment | \$40 | 90 |

Note: In an effort to continue our commitment to quality care and help contain the increasing cost of prescription drug coverage, a formulary feature is included in your prescription drug benefit. A formulary drug is a FDA approved prescription medication reviewed by an independent Pharmacy and Therapeutics Committee brought together by Medco Health Solutions, Inc. Formulary drugs can assist in maintaining quality care while meeting your plan's cost containment objectives.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

¹Includes Rx Selections® Drug List: A list of drugs on the Rx Selections® formulary will be used.

•Outpatient

30%

PRESCRIPTION DRUGS

•Covered Formulary Drugs and Accessories up to a 31 day supply at Kaiser Permanente and affiliated network facilities

\$10 generic

\$20 brand

•Up to 62 day supply of maintenance drugs by mail order from the Kaiser Permanente Mail Order Pharmacy

DURABLE MEDICAL EQUIPMENT

Medicare approved durable medical equipment

No Charge

*When a plan deductible is indicated, inpatient infertility services are subject to deductible.

| | Sub | Sub + 1 | Family | | |
|-----------------|----------|----------|----------|--|--|
| | | | | | |
| Monthly Premium | \$313.95 | \$627.90 | \$941.85 | | |
| | | | | | |

Notes and Restrictions

- Rates are monthly and based upon census submitted. Final rates will be based on actual enrollment.
- Do not cancel your current medical coverage until you have received approval from Kaiser Permanente.
- Medicare eligible employees working for groups with less than 20 employees are NOT ELIGIBLE for Added Choice coverage.
- Final risk category determined by medical evaluation.
- The benefits listed above are only a summary. Detailed benefit information and exclusions are available on request.

Appendix B

The changes proposed for the Operator Training Program (WPO) include:

- If an applicant successfully completes the Education Direct Systems (formerly ICS) and TPC self-study courses or possesses a valid Wastewater Operator Class II or higher certificate from OEPA, then the Reading and Math sections of the BSA will be waived for eligibility.
- In the event the District is unable to hire an external applicant who has the required license and achieved the required BSA skill levels, the District will select from internal applicants who have achieved the required BSA skill levels and have acceptable work records, including discipline and attendance. Preference will be given to internal applicants who: 1) have successfully completed one or more of the following -- EDS, TPC, OTCO, or California WW course; or 2) possess a valid OEPA Wastewater certificate, including Operator-In-Training.
- It is the District's intent when feasible to develop and promote internal candidates.
- WPO day training hours will be from 7:00 a.m. to 3:00 p.m.

Tier structure for the Operator Training Program:

- Tier 1 – Lateral Transfer
- Tier 2 – Local 2798 member, Class II (or higher) Wastewater Works Certification and achieved the required BSA skill levels.
- Tier 3 – External candidate; Class II (or higher) Wastewater Works Certification and achieved the required BSA skill levels.
- Tier 4 – Local 2798 member who: 1) has successfully completed one or more of the following -- EDS, TPC, OTCO, or California WW course; or 2) possesses a valid OEPA Wastewater certificate, including Operator-In-Training; and 3) achieved the required BSA skill levels.
- Tier 5 – Local 2798 member and achieved the required BSA skill levels.
- Tier 6 – External candidate and achieved the required BSA skill levels.
- For Correspondence Courses, Employer will pay up to four times for the employee to take the test. Further testing will be at the employee's expense.

Joint Training Program Proposal

| Training | Waived on BSA |
|----------------------------------|---|
| EDS and TPC | Reading and Math |
| OTCO | Reading and Math |
| California | Reading and Math |
| License (Wastewater Certificate) | Reading, Math, and Locating Information |

Appendix C

The changes proposed for the Maintenance Training Program include:

- Sections relating to **Current Training Program for EITs and PUMPs** and **Current Training Program for SUMP**s are deleted.
- The section **New Training Program for EITs, PUMPs and SUMP**s are modified to read **Current Training Program for EITs, PUMPS and SUMP**s.
- Add new section: **New Training Program for PUMPs, SUMP**s, **Plant Maintenance Electrician and Instrument Technician**.

The District will offer the following maintenance training programs:

- Systems Utility Maintenance Person (SUMP)
- Plant Utility Maintenance Person (PUMP)
- Plant Maintenance Electrician
- Instrument Technician

Union employees can begin taking training courses while in their current positions by utilizing the Tuition Assistance Program (TAP), on their own time.

A Utility Maintenance Person (UMP) classification will be created. This classification will be vocation specific: UMP-PUMP, UMP-SUMP, UMP- Plant Maintenance Electrician or UMP-Instrument Technician.

The Current SUMP and PUMP training curricula will be used for classroom training. Current EIT Training curriculum will be utilized as a base to develop the Plant Maintenance Electrician and Instrument Technician training program.

The training program will consist of 4 Milestones. Employees in job classifications, other than UMP, with base pay rates equal or greater than UMP wages will not be paid Milestone incentives.

Joint Training Program Proposal

The Joint Training Advisory Committee (JTAC) will develop the OJT curriculum.

- ❖ Milestone 1 – External course work utilizing the TAP on their own time consists of:
 - Successful completion of 1/4 of the training curriculum.
 - There is no time limit for completion of Milestone 1.

- ❖ Milestone 2 - External course work utilizing the TAP on their own time consists of:
 - Successful completion of an additional 1/4 of the current training curriculum.
 - Upon successful completion of an additional 1/4 of the training curriculum employee will receive a \$0.50/hour incentive
 - There is no time limit for completion of Milestone 2.

The UMP for a specific vocation -PUMP, SUMP, Electrician or Instrument Technician position will be bid. The Milestone 2 incentive is built into the UMP base rate of \$18.09/hour. Upon satisfactory completion of Milestone 2 employees must declare in writing to the District which vocation(s) they are pursuing. Employees must bid on those UMP position(s) they have declared interest in pursuing when posted. Once in a specific UMP vocation, the employee cannot bid on other UMP vocational positions.

Only employees in the UMP classification are eligible to complete Milestones 3 and 4 and receive the Milestone incentives.

- ❖ Milestone 3 – Combination of course work and OJT; no loss of pay; consists of:
 - Successful completion of an additional 1/4 of the training curriculum.
 - Upon successful completion of the additional 1/4 of the training and satisfactory demonstration of basic OJT skills employee will receive an additional incentive equal to 25% of the pay rate difference between the UMP rate and the full pay rate of the specific vocation training track.
 - Employee must complete Milestone 3 within two years upon receiving UMP position.

- ❖ Milestone 4 - OJT; no loss of pay, consists of:
 - Successful completion of the final 1/4 of the training curriculum.
 - Upon successful completion of the final 1/4 of the training and satisfactory demonstration of advanced OJT skills employee will receive an additional incentive equal to 25% of the pay rate difference between the UMP rate and the full pay rate of the specific vocation training track.
 - Employee must complete Milestone 4 within two years upon receiving

Joint Training Program Proposal

Milestone 3 incentive.

Upon satisfactory completion of these last two Milestones, employees must bid on the specific vocation for which they were training.

Maintenance Program Withdrawal

An employee can withdraw from the program at any time. Employees are responsible for the cost of all uncompleted classes they are attending through the TAP at the time of their withdrawal. Withdrawal from the training program will result in the loss of all Milestone incentives. Employees withdrawn from the training program may not reenter the program for a period of three years. If employees withdrawn from the program wish to be reconsidered for future eligibility, they must declare in writing to the District which vocation(s) they are pursuing. Promotion to an UMP classification will be considered reentry to the training program.

Employees withdrawing from the program may exercise their bumping rights.

An employee will be considered withdrawn from the training program under the following conditions:

- Does not bid or accept promotion into training program UMP classifications that will lead to the declared specific vocation.
- Does not satisfactorily complete Milestones.
- Receives a below competent annual performance appraisal.
- Does not continue to actively attend classes when available.
- If, upon satisfactory completion of training program, the employee does not bid on the specific vocation for which the employee was trained when posted.

Actively attending classes is defined as attending at least one course each semester and achieving an average grade of "C" or better in all courses taken that semester.

The District, when necessary, will attempt to hire fully qualified personnel into the PUMP, SUMP, Plant Maintenance Electrician and Instrument Technician classification.

1. **ARTICLE 6 - GRIEVANCE PROCEDURE**

Section 3. STEP 2. Modify to incorporate the understanding that the grievant may attend the Step 2 meeting.

2. **ARTICLE 6 - GRIEVANCE PROCEDURE**

Section 8. Begin with "All time periods will be governed by receipt/sending of written document as set forth in the Agreement. Telephonic, electronic or other communications are unacceptable to trigger/fulfill the written notification requirements set forth in the Grievance Procedure."

3. **ARTICLE 11 - LATERAL TRANSFERS**

a. Section 1. Delete "job classification;" only District seniority shall apply.

b. Modify last sentence to read as follows: An employee shall have the right to refuse a lateral transfer assignment for up to thirty (30) calendar days beginning on his/her first day of work in the assignment. During that same thirty (30) calendar day period, the District may exercise its right to return the employee to his/her previous position.

4. **ARTICLE 16 - HOURS OF WORK**

Section 1. Modify second sentence to read as follows: It is agreed that from the week beginning the first Monday after April 15 until the week beginning with the first Monday after October 15 all day personnel, except Vehicle Maintenance employees and Sewer System Maintenance and Operation employees, shall begin at 7:00 a.m. and end at 3:30 p.m., and for the rest of the year these employees shall begin at 7:30 a.m. and end at 4:00 p.m. [Remainder of provision unchanged.]

5. **ARTICLE 24 - LEAVES OF ABSENCE**

Section 3. Military Leave. Delete and replace with incorporation of USERRA.

6. **ARTICLE 26 - VACATIONS**

Section 2. Delete and replace with "Once an employee's vacation leave balance totals three (3) times the amount that the employee accrues in one (1) year, no further vacation leave shall accrue until the balance drops below this maximum amount."

7. ARTICLE 35 - GENERAL PROVISIONS

- a. Section 6. Contact Hours. The District will consider the shift schedule and effect on employees before scheduling contact hours and will make a good faith effort to schedule contact hours so as to be available for employees during their scheduled shifts.
- b. Section 7. In order to keep the Union informed of the District's safety and security plans and developments, a representative of the Safety and Security Department will confer with Union leaders on a regular basis through the Executive Labor Management Committee.

8. ARTICLE 41 - STATE LICENSE INCENTIVE

- a. Section 2. Replace "fifteen dollars (\$15.00)" with "fifty five dollars (\$55.00)."
- b. Current Section 3. Rename as Section 4.
- c. New Section 3. Employees are required to renew their licenses. Employees who fail to renew their licenses in a timely fashion and fall into the "Expired, but not Renewed" category shall lose any license incentive pay until such time as the license is renewed. There shall be no retroactive payment of license incentives after renewal. An employee classified as WPO, FTO or OT whose license falls into the "Expired and Invalid" category shall be removed from their classification, placed into the Custodial Worker classification and paid the Custodial Worker rate of pay.

9. ARTICLE 49 - DURATION

The contract shall be effective January 1, 2006, through December 31, 2008.

10. MISCELLANEOUS

- a. The District will create two (2) new classifications: PUMP/Welder and UMT/Equipment Operator. The District will provide initial training, if necessary. Employees in these classifications will be required to secure and maintain the certificates and/or licenses required to fulfill the obligations of Welder or Equipment Operator. Employees in these classifications will receive a \$.50 per hour premium over the rate of pay for PUMP and UMT, respectively.
- b. The District will supplement the current EIT classification with two (2) separate classifications: Plant Maintenance Electrician and Instrument Technician. Both the Plant Maintenance Electrician and Instrument Technician, including the current Instrument Technician, will be paid a rate of \$22.02 per hour, subject to any

wage increases during the term of the 2006-2008 Collective Bargaining Agreement. Current EITs will receive the current EIT rate of pay as set forth in the 2003-2005 Collective Bargaining Agreement, subject to any wage increases during the term of the 2006-2008 Collective Bargaining Agreement. Further, employees currently in the training program to become EITs will be eligible for the progression rates culminating in the current EIT rate and shall be eligible for all wage increases as EITs during the term of the 2006-2008 Collective Bargaining Agreement. Employees currently in the EIT classification and EIT's in training, once they have successfully completed their training, shall remain in the EIT classification for the duration of their employment with the District subject to the Collective Bargaining Agreement.

c. The District will create four (4) new training classifications: Utility Maintenance Person (UMP) – PUMP, UMP – SUMP, UMP – Plant Maintenance Electrician, and UMP – Instrument Technician. All four (4) will be paid a rate of \$18.09 per hour, subject to any wage increases during the term of the 2006-2008 Collective Bargaining Agreement.

11. ARTICLE 30 - HOSPITALIZATION & HEALTH CARE INSURANCE

Employee Opt-Out. Effective January 1, 2007, employees who demonstrate they have alternative coverage may elect to waive insurance from the District (major medical, prescription, dental, vision and hearing) and receive one hundred twenty five dollars (\$125.00) per month in exchange for the waiver of insurance.

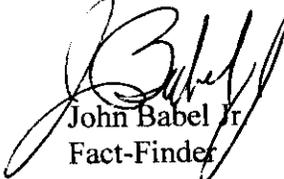
CERTIFICATE OF SERVICE

I certify that I served the foregoing Report of Fact-Finder upon each of the parties to this matter by express mail on Monday April 17, 2006

James A. Ciocia
1603 East 27th Street
Cleveland, Ohio 44114-4217

Craig M. Brown
Duvin, Cahn & hutton
1301 East Ninth Street, 20th Floor
Cleveland, Ohio 44114

A copy of this report mailed to SERB, 65 East State Street, Columbus, Ohio 43215-5213


John Babel Jr
Fact-Finder