

REPORT OF THE FACT FINDER

STATE EMPLOYMENT
RELATIONS BOARD

IN THE MATTER OF

2003 MAY 27 A 10:48

PROFESSIONAL GUILD OF OHIO

:

AND

:

FRANKLIN COUNTY CHILDREN SERVICES

:

RE: SERB CASE NO. 02-MED-11-1176

FACT FINDER

JOSEPH P. SANTA-EMMA

DATE OF HEARING

APRIL 28, 2003

DATE OF REPORT

MAY 24, 2003

I. APPEARANCES

A. On Behalf of the Employer

Mark Lucas

Theodore V. Clements

(Post hearing brief only)
The Clements Group, LTD
John Saros, Director

Christy Saxton,
Franklin County Commissioners

B. On Behalf of the Union

Charles W. DeGrove, Executive Director

II. Introduction and Background

The parties to the Fact Finding are Franklin County Children Services, hereinafter known as the Employer, Agency, or FCCS, and the Professional Guild of Ohio, hereinafter known as the Union.

The Franklin County Children Services Board (FCCS) is an agency of county government responsible for providing protection and case management services to abused, neglected and/or unruly children with foster parents, relatives, and residential facilities when necessary, and investigating allegations of abuse and neglect.

The FCCS has a Board of Directors appointed by the County Board of Commissioners. (See R.C. 5153.03). The Commissioners also appropriate the money necessary to operate the Agency and approve or reject labor contracts negotiated on behalf of the Agency.

The Bargaining Unit:

The bargaining unit consists of approximately five hundred and thirty (530) employees in several different classifications. They provide casework, protective, investigative, placement, and support services. Some employees are caseworkers and/or investigators, some are clerical support, and some are non-clerical support. This is a wall-to-wall unit. The Professionals Guild of Ohio is the employee representative for the people in the bargaining unit.

Summary of Negotiations to Date:

The parties have been negotiating under a wage re-opener. More particularly, Article 35, Duration of the current collective bargaining agreement (the "labor contract" or "contract") provides:

This Agreement shall become effective February 1, 2002 and shall remain in effect until midnight January 31, 2005.

There will be a re-opener after the first year of the contract for negotiations solely pertaining to: Article 19, Health and Safety; Article 25, Fringe Benefits; and Article 32, Wages and Salaries.

The parties negotiated between themselves and entered into mediation with a SERB Mediator. The parties reached a tentative agreement which was accepted by the Union but rejected by the Franklin County Commissioners, the employer for purposes of R.C. 4117.

The parties selected Joseph P. Santa-Emma as the Fact Finder and a hearing was held on April 28, 2003.

The outstanding issues between the parties are as follows:

1. Article 19, in which the only dispute relates to Appendix D, Pepper Spray. The existing language in the contract is attached. The Union's proposal for change is attached.
2. Article 25, Fringe Benefits. The parties have jointly recommended to the fact finder a resolution to the disputes over this article. A copy of the current contract language is attached. A copy of the joint recommendation is attached.
3. Article 32, including Appendix A and Appendix B (There is no change proposed by either party in Appendix B).

After mediation on the issue of Article 25 above, the parties agreed to the language of Article 25, Fringe Benefits as shown in Appendix A and it is the recommendation that the language of Appendix A be incorporated into the new contract.

In addition, the new contract covering years 2003 and 2004 shall include any tentative agreements signed off by the parties, Appendix A and any other recommendations made by the fact finder.

III. Issues Remaining

Article 19, Pepper Spray

This issue first arose in the last negotiations. The purpose was to train personnel in the use of pepper spray and allow them to carry it and use it when the client or members of the family pose a physical threat to the case worker.

The dangers involved with the use of pepper spray are numerous.

1. Families of the client may be unstable suffering from mental problems, drug or alcohol addiction and anger management problems. Some experts have concluded that pepper spray may not work in such situations.

If the client knows the work will show up with pepper spray, the client or his family may arm themselves to retaliate.

If a worker feels in danger, there are procedures to be followed which will assist them in being protected.

2. The spraying of the wrong person or the spread of the toxic would lead to lawsuits with the possibility of large awards or settlements.

Recommendation:

Delete Appendix D in its entirety.

Article 32, Wages and Salaries

The Employer makes the following argument. The County is facing a declining General Revenue Fund for the period 2001 – 2003. The revised budget for 2003 General Fund Revenues is 6.9% less than the 2002 actual revenue and 8.6% less than 2001 actual revenue. This fund is the backup fund for FCCS from which monies would have to be transferred if levy funds are insufficient. The sales tax revenues are declining as well as investment earnings. Local government allocations are declining and might even be eliminated.

The FCCS intends to fairly compensate employees, but cannot ignore the current fiscal situation that the County Commissioners are wrestling with as they review this labor contract and others.

The FCCS's offer for fact-finding would enhance what the Agency already provides its employees. The wages and benefits for the employees in the unit would remain more than competitive.

The Union proposes a modest across the board increase with other changes in the general wage scale.

The Union proposed a wage schedule of a probationary step and 14 annual 3% step, commencing with base rates that would be 2% higher than current base rates on February 1, 2003, and 2% again on February 1, 2004, respectively. Employees would be placed on the step closest to, but not less than, their current rate of pay and would progress through the steps, based on a satisfactory evaluation. Employees at or above the highest step in their pay range would receive a \$500.00 bonus on their anniversary dates. Employees already at or above the highest step would receive a 2% increase on February 1, 2003, and 2% again on February 1, 2004.

The Union also proposed that employees who have higher education degrees than are required for their classification receive a pay supplement of 2%.

The Union has included for comparison information on the wage scale in the three other Ohio metropolitan children services boards, which demonstrates a practice of providing both general increases and annual steps for such employees. It should be noted that all of these contracts expire this year. All but one are still in negotiations. The one exception is Lucas County Children

Services where there has been a settlement. That settlement provided for continuation of the step system with 3% increases in all rates in 2003, 2004, and 2005.

That the Employer can afford such improvements is demonstrated by a quick review of their year end summaries, which show the following:

At the end of 2000 FCCS had a cash balance of \$41,063,603.00 with total expenditures of \$120,565,402.00

At the end of 2001 FCCS had a cash balance of \$48,220,488.00 with total expenditures of \$132,191,131.00

At the end of 2002 FCCS had a cash balance of \$48,039,239.00 with total expenditures of \$148,614,070.00

Unlike so many governmental units, this is clearly not an agency in dire financial straits. This is an agency that can well afford to pay good wages.

However, in an effort to be reasonable and sensitive to the issues facing the rest of Franklin County, the Union is asking for a 2% increase effective February 1, 2003, and the pay schedule would be adjusted by 2%. The same raise is asked for February 1, 2004.

In conclusion, the Employer is offering 0.5% in each year with a multitude of restrictions in other wage areas.

IV. Analysis

The Employer, as stated above, declares it intends to fairly compensate its employees. A review of statistics reveals the following:

1. In 2002, the average wage increase for all government workers statewide was 3.59%

2. The cost of living for 2002 was 1.6%. The average for the last five (5) years is 2.3%.

The Employer's offer of 0.5% for each year will not allow the employee to keep up with inflation. However there are several other factors to be considered.

- A. There are pay ranges to be considered. The Employer offers no increases while the Union is asking for 2% each year.
 - B. In the Collective Bargaining Agreement, Article 37.2 provides for a \$.34 adjustment to their base rate in 2003. The Employer is offering to honor this commitment but offers nothing in the third year.
 - C. In any proposal, the fringe benefit, the package of benefits listed in 25.1 is extensive and expensive to maintain. Health insurance costs are increasing at approximately 21% per year and will further increase costs.
- In light of the above, I make the following award.

V. Recommendation

1. The fringe benefit package (Appendix A and B) will be included in the new agreement.
2. Article 32.2 shall be amended as follows:

All employees shall receive a 1.0% general increase added to their base salary at the beginning of the pay period in which February 1, 2003 falls; a 1.0% general increase added to their base salary at the beginning of the pay period in which August 1, 2003 falls; a 1.0% general increase added to their base salary at the beginning of the pay period in which February 1, 2204 falls and a 1.0% general increase added to their base salary at the beginning of the pay period in which August 1, 2004 falls.

Pay ranges will be adjusted by 1.0% at the beginning of the pay period in which February 1, 2003 falls; pay ranges will be adjusted by 1.0% at the beginning of the pay period in which August 1, 2003 falls; pay ranges will be adjusted by 1.0% at the beginning of the pay period in which February 1, 2004 falls; pay ranges will be adjusted by 1.0% at the beginning of the pay period in which August 1, 2004 falls.

3. Article 32.7

As negotiated for the year beginning February 1, 2003.

This concludes the Fact Finder's Report.



Joseph P. Santa-Emma

Date of Report

May 24, 2003

CERTIFICATE OF SERVICE

The undersigned certifies that a true copy of the
Fact Finder's Report was sent by First Class Mail
on May 24, 2003 to:

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Joseph P. Santa-Emma

May 24, 2003

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