

**FACTFINDING**

STATE EMPLOYMENT  
RELATIONS BOARD

STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD  
**CASE NO. 03-MED-08-0786**  
NORMAN R. HARLAN, FACTFINDER

2004 APR 19 A 10: 28

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COMMUNICATION WORKERS OF AMERICA ) HEARING: APRIL 7, 2004  
(CWA) ) REPORT: APRIL 16, 2004  
AND  
JEFFERSON COUNTY DEPARTMENT OF JOB  
AND FAMILY SERVICES

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**APPEARANCES**

UNION

BILL BAIN, CWA DISTRICT 4 STAFF, PRESENTING  
PAT CRAMBLETT, CWA LOCAL PRESIDENT  
BOB STARR, CWA LOCAL V.P./STEWARD  
RENO TARQUINIO, STEWARD  
TERRY DeLEONARDIS, CHIEF STEWARD  
SHIRLEY ROGERS, STEWARD

EMPLOYER

MICHAEL L. SEYER, CLEMANS, NELSON & ASSOCIATES, PRESENTING  
NICHOLAS S. BALAKOS, DIRECTOR, JOB & FAMILY SERVICES  
CHUCK GOVEY, HR ADMINISTRATOR  
JOAN WIEDAMAN, FISCAL OFFICER

**BACKGROUND**

Jefferson County is located in northeastern Ohio. It is bordered on the east by the Ohio River. Columbiana County, Belmont County, Carroll County, Stark County and Harrison County also border Jefferson. Steubenville is its largest

City. The 2000 Census shows 74,000 residents.

The County has three (3) elected Commissioners who are its chief officials. The Commission has statutory duties related to managing funds generated by County taxes and disbursement of funds from State and/or Federal Agencies. The Department of Job and Family Services is a County Agency which is funded by the State of Ohio and the Federal Government. It is headed by a Director who is responsible for compliance with Federal and State Laws, Agency Policy and any applicable County Regulations.

The Department has a COLLECTIVE BARGAINING AGREEMENT (CBA) with the COMMUNICATION WORKERS OF AMERICA (CWA) The Bargaining Unit has 85 (**eighty five**) employees. Their classifications are listed in Article 2 - RECOGNITION. The most recent CBA covers the period November 1, 2000-October 31, 2003.

The Parties engaged in bargaining the past five months and reached tentative agreement (TA) on all Issues except:

ARTICLE 34 - WAGES

The Employer offers:	FIRST YEAR	No Increase
	SECOND YEAR	1.5 per cent
	THIRD YEAR	1.5 per cent
The CWA proposes:	FIRST YEAR	3.5 per cent
	SECOND YEAR	3.0 per cent
	THIRD YEAR	3.0 per cent

LONGEVITY PAY: The Employer proposes that personnel hired on-or after Nov. 1, 2003 will not be eligible for Longevity Pay as described in Section 2. The Union opposes any change in Longevity Pay.

DURATION: Three years; the Parties agree to this.

The Agency proposes that the CONTRACT be effective upon ratification. The Union prefers keeping it from November 1 - October 31.

LETTER OF UNDERSTANDING - INCENTIVE PAYMENTS

The Employer proposes modification of the language to allow discussion during the term of the new Agreement should incentive money become available. The Union opposes such discussion.

DISCUSSION

The Union presented an Opening Statement and submitted the following into the Record:

POSITION STATEMENT

- EXHIBIT A - CERTIFICATION
- EXHIBIT B - CURRENT AGREEMENT
- EXHIBIT C - TENTATIVE AGREEMENTS
- EXHIBIT D - WAGE PROPOSAL
- EXHIBIT E - INCENTIVE PROPOSAL
- EXHIBIT F - COUNTY POPULATION
- EXHIBIT G - WAGE BENCHMARK
- EXHIBIT H - JEFFERSON COUNTY CHILDREN SERVICES BOARD
- EXHIBIT I - JEFFERSON COUNTY ENGINEER
- EXHIBIT J - JEFFERSON COUNTY WATER
- EXHIBIT K - JEFFERSON COUNTY RECORDER
- EXHIBIT L - LAWERENCE DJFS
- EXHIBIT M - HURON DJFS
- EXHIBIT N - SANDUSKY DJFS  
WASHINGTON DJFS
- EXHIBIT O - ERIE DJFS
- EXHIBIT P - ATHENS DJFS
- EXHIBIT Q - SENECA DJFS
- EXHIBIT R - DARKE DJFS
- EXHIBIT S - MANAGEMENT WAGE SUMMARY
- EXHIBIT T - CWA SENIORITY PAY RANGE
- EXHIBIT U - JEFFERSON COUNTY REVENUE SUMMARIES
- EXHIBIT V - JEFFERSON COUNTY APPROPRIATION REPORT
- EXHIBIT W - CORE REPORT
- EXHIBIT X - 5 YEAR PROPOSED BUDGET

The Jefferson County Recorder contract with CWA has just been approved and contains wage increases of 3.5% in 2004, 3.5% in 2005 along with a \$500.00 lump sum payment described as a wage recovery payment (Exhibit K).

For exhibit purposes this binder contains wage information only from example contracts. The full text of those agreements have also been provided to the Fact Finder and Employer.

SERB also provided a wage benchmark report (Exhibit G) for the whole state. Highlighted counties are those identified by SERB as comparables. This benchmark report shows that when compared to the same agency in like counties, the employees of Jefferson County Department of Jobs and Family Services at the lower end of the wage scale. The most recent wage increases from those comparables are as follows:

Lawerence County DJFS 2002 - 3% 2003 - 3%  
Huron County DJFS 2001 - 3.5% 2002 - 3.5% 2003 - 3.5%  
Sandusky County DJFS 2002 - .40 ACB 2004 - 2.5%-2005-2.0c  
Washington County DJFS 2002-5% 2003-2% 2004-2%  
Erie County DJFS 2003-4% - 2004 - 4%  
Athens County DJFS - 2003-2% - 2004-2% - 2005-2%  
Seneca County DJFS - 2003-3% - 2004-3% - 2005 - 3%  
Darke County DJFS 2002 - 3.5%

All other counties receive the same funding treatment from the state."

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The wage increases proposed by CWA have a cost of approximately \$101,044 additional the first year, \$89,931 the second year and \$90,504 the third year."

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The Union's position on Wage increases appears supra, p.

2. In its OPENING STATEMENT the CWA comments in part:

"This proposal is based in part on previous agreements between CWA and Jefferson County Jobs and Family Services, other contracts held by Jefferson County Agencies and contracts between the Department of Jobs and Family Services and comparable counties provided by SERB (Exhibit F).

Wage increases at this agency in the last three contracts are as follows:

1994	-	4%
1995	-	3%
1996	-	2%
1997	-	4%
1998	-	2.5 %
1999	-	2%
2000	-	4%
2001	-	3%
2002	-	3%

Jefferson County Children Services Board's current contract with CWA provides for wage increases of 3% in 2003, 2004 and 2005 (Exhibit H).

The contract between Jefferson County Engineer and CWA calls for wage increases of 3.5% in 2003, 3% in 2004 and 3% in 2005 (Exhibit I).

Wage increases in the agreement between Jefferson County Water and Sewer Department and the American Federation of State County and Municipal Employees (AFSCME) are 3.5% in 2002, 3.5% in 2003 and 3.5% in 2004 (Exhibit J).

The Agency submitted its POSITION PAPER and the following Documents:

LETTER \* NICHOLAS S. BALAKOS, DIRECTOR, to IRVIN I. STOUT, CWA, Jan. 26, 2004

EXPENDITURES, 7/01/03 thru 6/30/04

FINANCIAL REPORT, JOAN. M. WIEDAMAN, FISCAL YEARS 2001-2002-2003-2004, Jan. 20, 2004

SFY 2004 - CDJFS REVISED PARTNERSHIP ALLOCATION NOTIFICATION AS OF 12/15/03

SALARIES 7/03 thru 12/03

JEFFERSON COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, LEASE RENTAL AGREEMENT PAYMENT, NICHOLAS S. BALAKOS, DIRECTOR, JAN. 13, 2004

BOARD OF COUNTY COMMISSIONERS, JEFFERSON COUNTY, to ELECTED OFFICIALS AND DEPARTMENT HEADS, SUBJECT: BUDGETING FOR 2004 and SCHEDULING BUDGET HEARING, DEC. 15, 2003

BOARD OF COMMISSIONERS, JEFFERSON COUNTY, to NICHOLAS S. BALAKOS, JAN. 13, 2004, by LINDA L. PORTER, CLERK

BOARD OF COUNTY COMMISSIONERS, JEFFERSON COUNTY, to NSB, JAN. 13, 2004, by LINDA L. PORTER, CLERK, WITH SUPPORTING DOCUMENT: CHILD SUPPORT ENFORCEMENT PROGRAMS

OHIO JOB & FAMILY SERVICES, LOU ANN SHY, BUREAU CHIEF to DIRECTOR, JEFFERSON COUNTY DEPARTMENT OF JOB & FAMILY SERVICES, CEILING EXCESS FOR SFY 2003 CONSOLIDATED ALLOCATION, 12-16-03

BOARD OF COUNTY COMMISSIONERS, JEFFERSON COUNTY, to JEFFERSON COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, RE: INSURANCE COSTS FOR 2003, May 2, 2003

FINAL AGREEMENT BETWEEN THE JEFFERSON COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND THE COMMUNICATIONS WORKERS OF AMERICA, 00-MED-08-0832, NOV. 1, 2000 to OCT. 31, 2003

JEFFERSON COUNTY COURHOUSE, COMPLETED PAY REPORT, 12/01/03-3/08/2003

AGREEMENT BETWEEN THE JEFFERSON COUNTY WATER AND SEWER DISTRICT AND THE AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES, OHIO COUNCIL 8, AFL-CIO, LOCAL 673, EFFECTIVE OCT. 1, 2002 through Sept. 30, 2005

was time well-spent. Simply defined, **allocations** represent "**real money;**" i.e., money received by the Agency for use in its Budget. Appropriations represent funds which are estimates of "**pass through**" money, which is not part of the Budget. It is money for services which the Department is required to provide which is held by the Agency and distributed as the Agency is directed by State and/or Federal Government. Pass through money represents dedicated funds which can only be distributed as authorized.

"The budget appropriation is the 'anticipated' **cash** needed to run the agency for a year. This report shows our authority to spend cash at a county level. Our agency does not participate in any of the county budget hearings. This is 'anticipated' cash for the consolidated allocations plus any pass thru grants we 'hope' to receive for the next calendar year. The appropriation budget is sent to the County Commissioners in June for the following calendar year. This appropriation report is based on cash needed for two fiscal year budgets. When the appropriation budget is due to the County Commissioners, we are not aware of the final allocations or what pass thru grants we could receive.

A detailed monthly appropriation report is sent up from the Auditor's Office for our agency to balance out BUDLITE and PET systems. This report shows are (sic) expenditures for each line item (H account) and our ending 'cash balance. This 'cash' is used to pay expenditures until we receive our next state advance.

Our appropriations are only our agency's authority to spend cash not our budget. Our agency budget is kept track through our QUIC system.

Included in the appropriation (as well as the CORE reports) are the programs our agency is mandated to provide that do not get funded through our consolidated allocation. These are pass thru programs such as WIA, Day Care, EMT Help me Grow,

The appropriation report is broken down in fund, dept. and account." WIEDAMAN, Jan. 28, 2004, supra, p. 7.

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CONTRACT BETWEEN ERIE COUNTY BOARD OF COMMISSIONERS/DEPARTMENT OF JOB AND FAMILY SERVICES AND AFL-CIO, AFSCME COUNCIL 8, LOCAL #3616, 3/01/02 through 02/28/05

AGREEMENT BETWEEN THE BOARD OF WASHINGTON COUNTY COMMISSIONERS AND WASHINGTON COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND AFL-CIO, AFSCME COUNCIL 8, LOCAL #772, AFL-CIO, SERB CASE NO. 2002-MED-05-0555, Jan. 1, 2003 until Dec. 31, 2005

AGREEMENT BETWEEN THE SANDUSKY COUNTY BOARD OF COMMISSIONERS AND THE SANDUSKY COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND LOCAL 3466, OHIO COUNCIL 8, AFL-CIO, CASE NO. 2002, MED-11-1181, JAN. 1, 2003 until DEC. 31, 2005

01-MED-04-0327, AGREEMENT BETWEEN THE HURON COUNTY COMMISSIONERS FOR THE HURON COUNTY DEPARTMENT OF JOB & FAMILY SERVICES AND OCSEA/AFSCME, JULY 1, 2001-June 30, 2004

AGREEMENT BETWEEN THE DARKE COUNTY BOARD OF COMMISSIONERS AND THE DARKE COUNTY DEPARTMENT OF HUMAN SERVICES AND OHIO COUNCIL 8, AFSCME, AFL-CIO, LOCAL 3225, 00-MED-03-0384, EFFECTIVE JULY 1, 2000 through JUNE 30, 2003

FINAL AGREEMENT BETWEEN THE JEFFERSON COUNTY CHILDRENS SERVICES BOARD AND THE CWA LOCAL 4527, APRIL 1, 2003, through MARCH 31, 2006, CASE NO. 03-MED-01-6022

AGREEMENT BETWEEN THE JEFFERSON COUNTY ENGINEER AND THE CWA, SERB CASE NO. 03-MED-04-0448, June 30, 2003 - June 29, 2006

AGREEMENT BETWEEN THE ATHENS COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND THE CWA, AFL-CIO

THE SENECA COUNTY DEPARTMENT OF JOB & FAMILY SERVICES AND A.F.S.C.M.E., OHIO COUNCIL #8, LOCAL #1685, Effective March 1, 2003, Expires Dec. 31, 2005

OHIO DEPARTMENT OF JOBS AND FAMILY SERVICES, APPROPRIATIONS AND CORE FUNDING SERVICES, JOAN M. WIEDAMAN, FISCAL OFFICER, JAN. 28, 2004

The Department presented its Positions. It referred in part to its EXHIBITS. Director Balakos gave considerable information and responded to questions from the Union. CWA Representative Bain and Local President Cramblett made numerous inquiries, particularly in clarifying financial information. There was a free and lengthy exchange of information related to the difference between the terms "allocations" and "appropriations." This

**OPINION**

Initially the distinction between appropriations and allocations was not clear but a common understanding was reached through a free exchange of information. The Hearing began at 8:00 a.m. and was completed at 4:00 p.m. with no break for lunch.

The history of negotiations between the Agency and CWA shows bargaining which resulted in a comprehensive CBA with competitive wages and benefits. Since the Parties are intimately familiar with their LABOR AGREEMENTS it is not necessary to make extensive quotes. The Insurance Benefits are substantial and include hospitalization, major medical, dental and optical. The Agency pays 90 per cent of the premium and the employee pays 10 per cent. The cost, effective December 15, 2003, appears below.

<u>COVERAGES</u>	<u>COST PER MONTH</u>	<u>EMPLOYEE SHARE</u>
Single coverage	\$873.08	\$87.00
Family coverage	\$1,277.68	\$128.00

These astounding rates reflect the quality of the Health Care Program, the experience of the Unit, the cost of providers, the cost of drugs and the fact that the Agency's employees are not in a "pool." There was only one bidder for the Health coverage, which is most assuredly a red flag. There was no information presented to suggest costs will decrease.

The Parties agreed true comparables are difficult to find. Both introduced information related to other CBA's showing compensation paid to bargaining unit members working within Jeffer-

son County. They also entered LABOR AGREEMENTS covering JOB and FAMILY AGENCIES in other Ohio Counties. The other CBA's involving employees of Jefferson County cover employees of Water and Sewer, Children Services Board and the County Engineer. A few jobs under the WATER AND SEWER CONTRACT may be compared with a few positions in Job and Family; namely, Account Clerk I and Account Clerk II. The range for Account Clerk I at Job and Family is from \$9.19 per hour to \$11.76 per hour. The Account II rate varies from \$10.15 per hour (both without Longevity) to \$12.81 per hour. At Water and Sewer the Account I ranges from \$10.01-\$11.47 an hour and the Account II varies from \$10.39-\$11.88 per hour. There are no classifications with the Engineer which may reasonably be compared. It is difficult to find a match in the Childrens Services Board. However, there is a Clerical Specialist in Job and Family which ranges from \$7.83-\$9.31 per hour. At Childrens Services it pays from \$8.61-\$10.28 per hour. The Agency pays a Clerical Specialist 4 (formerly Work Proc. Spec. 2) from \$9.64-\$11.76 per hour. Childrens Services pays from \$8.79-\$10.50 per hour. There is no doubt there are comparable jobs in other Counties as shown by the Exhibits. However, employees are not going to drive a round trip of 100, 200 or 300 miles for another 25-50 cents an hour. Most employees who work for the Agency grew up in Jefferson County or in the immediate area and do not plan on leaving. Long Service employees rarely change jobs voluntarily. The overall Benefits with Job and Family are equal-to or better than other County agencies and/or Job and Family Agencies in other Counties cited.

During the Hearing the Factfinder stressed in discussing wages it is more appropriate to discuss total earnings or total compensation. Here total earnings includes Step Pay increases and two different types of Longevity Pay. To explain, ARTICLE 34, WAGES, provides Longevity Pay up to \$1.00 (one dollar) per hour after 20 (twenty) years of service. In addition, Article 35 provides Longevity Pay of up to 10 per cent.

Incentive Payment is addressed in a LETTER OF UNDERSTANDING between the Parties. Because of the unique manner whereby this money is available the LOU is reproduced below.

**LETTER OF UNDERSTANDING**  
**INCENTIVE PAYMENT**

**Section 1.** "Effective November 1, 2000 - October 31, 2001, positions in the Income Maintenance Unit shall be eligible to receive an additional payment as follows:

Aides; Word Proc. Spec.	\$ .20 per hour
Income Maintenance Worker; Q.A. Reviewer, Trainer	\$ .35 per hour

To be eligible for such payment, as described herein, the unit must maintain a food stamp error rate of less than six percent (6%) during the period of November 1, 2000-October 31, 2001.

Payment of the \$.20/.35 per hour 'incentive' shall be made effective November 1, 2001 and shall continue for at least one (1) year.

In the event the food stamp error rate exceeds six percent (6%) during the period(s) of November 1, 2001 - October 31, 2002, and November 1, 2002 - October 31, 2003, the 'incentive' as described herein shall not be paid.

It is understood and agreed that the above-referred incentive monies are based solely on funds available through state and/or federal programs. In the event

funds become unavailable, the Employer shall notify the Union as soon as reasonably possible.

**Section 2.** Effective January 1, 2001, positions in the Child Support Unit shall be eligible to receive an additional payment as follows:

Investigators, Trainer, Account Clerks	\$.35 per hour
Secretary	\$.20 per hour

To be eligible to receive such payment, as described herein, the unit must increase revenues by at least eight percent (8%) for the period January 1, 2001-December 31, 2001.

Payment of the \$.35/\$.20 shall be made effective January 1, 2002, and shall continue for at least one (1) year.

In order to maintain the \$.35/\$.20 per hour incentive, as described herein, the unit must increase revenues by at least eight percent (8%) over the previous year. In the event the eight percent (8%) is not met, the incentive(s) shall not be paid."

The Union proposed that all employees be eligible for Incentive Payment. It was explained by Management that employees who are eligible are determined by the State and/or Federal Governments, and said employer must be involved in the food stamp program. In discussing the matter Management determined employees in the Fraud Unit were eligible. This Unit includes Investigator 1 and 2 and Account Clerk 1.

### CONCLUSIONS

The average pay of employees in the bargaining unit is \$30, (thirty thousand dollars) per year. The Parties agreed the amount of overtime is negligible and does not contribute materially to the average earnings. The CBA contains an outstanding insurance program. The total Sick Leave which may be accumu-

lated and cashed-in are the highest the Factfinder has seen. The Holidays and the Vacation Schedule are competitive. The CBA contains Tuition Reimbursement and Parking Reimbursement and PERS "pick-up." The Union has bargained successfully over "the years and the Employer has been flexible in "good times." During the past ten years the CWA has negotiated a truly remarkable CONTRACT.

These are not "good times." The Agency projects a deficit of at least \$200,000 (two hundred thousand dollars) in 2004. The data entered supports the projection. The Factfinder commented during the hearing that the Agency's Budget is labor intensive; about 75 per cent. This is common in a service organization. He added he served for twelve years as an elected school board member; is intimately familiar with labor intensive budgets; and is acutely aware of the inherent inflexibility to transfer funds from one account to another in such public organizations.

### RECOMMENDATIONS

#### ARTICLE 34 - WAGES

1st YEAR	ZERO (0)
2nd YEAR	1.5 per cent
3rd YEAR	1.5 per cent

REASONS: The Agency anticipates a deficit of at least \$200,000 (two hundred thousand dollars) this year. The Agency's position that the money is not available the first year is supported by the Exhibits and testimony. Budget reductions are anticipated the next 2-3 years.

STEP INCREASES: These remain in effect the 1st year of the CONTRACT.

The 2nd Year Step Increases will be deferred until the 3rd Year Anniversary date of the CONTRACT, payable the first pay period after the anniversary date. The 3rd Year Step Increases will be paid per CONTRACT on the anniversary date of the Employee.

REASONS: This will provide some money the first year of the CONTRACT for Employees while at the same time provide modest help for the Budget the 2nd year.

#### ARTICLE 34- Section 2

The amounts in the CONTRACT for current, eligible Employees remain in effect.

Longevity Pay is eliminated for personnel hired on-or after the effective date of the LABOR AGREEMENT.

REASONS: Current Employees are protected and suffer no loss.

Employees hired on-or-after the effective date of the CONTRACT will be eligible for the Per Cent Longevity Plan.

This will provide modest Budget support for the 5th, 10th, 15th and 20th year after the effective date of this LABOR AGREEMENT.

#### LETTER OF UNDERSTANDING - INCENTIVE PAY

Fraud Unit members will be included as eligible Employees. These are Investigator 1 and Investigator 2 and Account Clerk.

Should Incentive Monies become available during the term of the AGREEMENT the Parties are authorized to meet to discuss this provision.

REASONS: The Parties agreed to the adding of the Fraud Unit.

The Factfinder believes dialogue is a plus for the Parties.

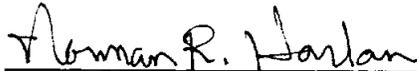
**ARTICLE 41 - DURATION**

The Parties are in agreement that the CONTRACT will be for three (3) years.

The CONTRACT will be effective upon ratification.

REASONS: Since there is no backpay and since eligible Employees have received Step Increases and Longevity Pay since November 1, 2003, there is no need to make the CONTRACT retroactive. In addition, since there is no increase recommended the first year, there is no backpay nor front-end pay.

Moving the effective date of the CONTRACT closer to the State's Fiscal Year would enable the Department to more accurately project allocations.



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Norman R. Harlan, Factfinder

Steubenville, Ohio

April 16, 2004