

IN THE MATTER OF FACT-FINDING
BETWEEN

STATE EMPLOYMENT
RELATIONS BOARD
2005 MAY -4 A 11: 36

PROFESSIONALS GUILD OF OHIO

The Union,

Case No. 2004-MED-10-1018
Fact-Finder: Jerry B. Sellman

-and-

FRANKLIN COUNTY CHILDREN
CHILDREN SERVICES BOARD

FINDINGS
AND
RECOMMENDATIONS

The Employer

APPEARANCES:

FOR THE UNION:

E. Gary Seigerst - Executive Director, Professionals Guild of Ohio, representing the Union

FOR THE COMPANY:

Theodore V. Clemans – President of The Clemans Group, Ltd., representing the Employer
Mark Gibson – Administrator for Franklin County, OH, Witness
Christy Saxton – Interim Director, Office of Management and Budget for Franklin County,
OH, Witness
John Saros - Executive Director, Franklin County Children Services, Witness
Andy Ludwick – Controller for Franklin County Children Services, Witness
Heather Saling – Director of Human Relations, Franklin County Children Services, Witness

I. INTRODUCTION

This matter concerns a fact-finding proceeding between the Franklin County Children Services (hereinafter referred to as the Employer) and the Professional Guild of Ohio (PGO)/AFSCME Local 4 and its Local 330 (hereinafter referred to as the "OAPSE" or "Union"). The State Employment Relations Board (SERB) duly appointed the undersigned as Fact-finder in this matter. A Fact-finding hearing was held on April 7, 2004.

The fact-finding proceedings were conducted pursuant to the Ohio Collective Bargaining Law as well as the rules and regulations of SERB. During the Fact-finding proceeding, this Fact-finder provided the parties the opportunity to present arguments and evidence in support of their respective positions on the issues remaining for this Fact-finder's consideration.

This Fact-finder, in rendering the following findings of fact and recommendations on the issues at impasse, has taken into consideration the criteria set forth in Ohio Revised Code. Further, this Fact-finder has taken into consideration all reliable evidence presented relevant to the outstanding issues before him.

II. BACKGROUND

The Parties

The Professionals Guild of Ohio (the "Union") is an employee organization as defined in O.R.C. 4117.01(D) and is the exclusive representative of approximately five hundred and thirty (530) employees in several different classifications employed by The Franklin County Children Services Board (the "Employer" "Agency" "Management" or "FCCS"). The bargaining unit provides casework, protective, investigative, placement, and support services. Some employees are caseworkers and/or investigators, some are clerical support, and some are non-clerical support. The Employer is an agency of county government responsible for providing protection and case management services to abused, neglected and/or unruly children, providing support services to the families of such children, placing such 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.

On October 1, 2004, the Union filed a Notice to Negotiate with the State Employment Relations Board (SERB) for the Collective Bargaining Agreement (CBA) between the Union and the Employer which was set to expire on January 31, 2005. The CBA has since been extended until May 1, 2005.

The parties began negotiations with a preliminary exchange of proposals on November 12, 2004, with the Union proposing twenty five pages of proposed changes to the current CBA. The Union and the Employer subsequently negotiated on ten (10) additional dates and resolved a several proposed changes made by both parties. Approximately ten (10) existing articles remain unresolved, and the Union proposed between two (2) or three (3) new articles that covered multiple issues. There are twelve (12) or thirteen (13) "articles" unresolved and approximately forty three (43) distinct unresolved issues within those articles when the Employer and the Union reached impasse on these issues on February 18, 2005. Prior to the Fact-Finding Hearing several of the issues were further resolved and the remaining issues set forth hereinbelow are issues which the Fact-Finder will address.

The Union divided the economic issues before the Fact-Finder into two packages, which it proposed an all or nothing approach on each package. The Fact-Finder found this to be helpful in understanding the issues, but for purposes of the findings and recommendations herein, the Articles in the CBA will be addressed in order.

III. ISSUES FOR CONSIDERATION

1. ARTICLE 6, GRIEVANCE PROCEDURE:

The Employer proposes to change the definition of a grievance under the contract. It contends that the current definition is too broad because it allows grievances over the Employer's personnel policies in addition to the Agreement itself. The Union proposes retaining the current language.

The Employer argued that none of the other nine Franklin County collective bargaining agreements includes as broad a definition of a grievance as does the current contract between FCCS and the PGO. Other external comparables of other large county Children Services Board's also establish a narrower definition. Management believes that the current definition has invited the proliferation of grievances with no basis in the contract or personnel policy. Several examples were given. The Union does not believe any significant rationale exists for changing the existing language. It has been in existence for a number of years and has not caused any economic hardships nor has it overburdened the grievance process.

The Union proposes retaining the current language in the CBA. It maintains that, since 1975 a FCCS CBA has contained language in its Grievance Procedure relating to Agency policy. The Employer has attempted over the past 30 years to remove the reference to Personnel Policies and the Union has resisted. There is no compelling evidence to indicate that the practice over the last 30 years should be changed.

Employer's Proposal:

Section 6.1: A grievance shall be defined as a ~~dispute between~~ an allegation by

an employee(s) in the bargaining unit and/or the Federation and the Agency concerning the interpretation or application of the terms of this Agreement or the employer's personnel policies that there has been a violation of the specific and express written provisions of this Agreement. It is not intended that the grievance procedure be used to effect changes in Articles of this Agreement nor those matters not covered by this Agreement.

Union's Proposal):

[Retain current language]

2. ARTICLE 13 – HOURS OF WORK

The Union seeks to make changes to Sections 13.3, 13.4, and 13.8.

Under Section 13.3 the Union seeks to delete the four (4) hour limit on the amount of overtime for which an FLSA exempt employee must be paid and require the Employer to pay the overtime in cash, as opposed to compensatory time. Management seeks to retain the limit and the method of payment. Management argues that, if an exempt employee has an occasion of approved overtime, and if the employee would not exceed the overall limit on the accumulation of compensatory time (240 hours), the employee may elect to be paid in cash for the first four (4) hours of that overtime that week, and shall be paid in compensatory time for the balance. The Union proposes that the employee be paid in cash for the entire amount. The union seeks to expand the compensatory time bank maximum to exceed the maximum, 240 hours, set for public employees covered by the Fair Labor Standards Act. Management seeks to retain current language.

Under Section 13.4 the Union seeks to expand the provision of two fifteen minute breaks, one in the morning and one in the afternoon, beyond clerical staff to all staff. Management proposes current language.

Under Section 13.8 the Union seeks to expand the hours that count toward the calculation of overtime to include "personal time" and compensatory time taken.

The Employer seeks to retain the current language in the CBA. It argues that the employees of Franklin County Children Services already enjoy more paid leave than employees covered by the other nine collective bargaining agreements in Franklin County and by the collective bargaining agreements for comparable work in the comparable Ohio metropolitan counties. There is no economic justification for increasing the benefits in this area. In addition, over three hundred (300) of the approximately five hundred and thirty (530) bargaining unit employees at Franklin County Children Services are Child Welfare Caseworkers. These staff positions are filled by skilled professionals who enjoy significant autonomy regarding the arrangement of their work days. They are often in the field and

moving from location to location. Since they are not office bound as are clerical staff, nor responsible for continuous phone coverage, it is not necessary to contractually impose the requirement for two fifteen-minute breaks each day.

Union's Proposal:

Section 13.3. Overtime will be granted for Bargaining Unit positions exempt under the Fair Labor Standards Act (pay range 16 and above and workers in the Caseworker classification) ~~at a maximum of four (4) hours per work week~~ for hours actually worked. Maximum paid overtime will be based on employees actually working up to forty (40) hours service in excess of forty (40) hours in a work week with payment of one and one half (1 ½) times his rate of pay or if the employee elects, compensatory time off at the rate of one and one half (1 ½) times his rate of pay. ~~Any additional authorized overtime, as identified in this Section, will be provided as compensatory time off at the rate of one and one half (1-1/2) hours for each hour worked in excess of forty four (44) hours in a work week unless the employee chooses to receive compensatory time off for the first four (4) hours actually worked in excess of forty (40) hours in the work week, banking up to a maximum of two hundred forty (240) four hundred eighty (480) hours.~~ An employee must obtain approval before using compensatory time off. The request for compensatory time off must be in writing

Section 13.4:

All ~~clerical~~ staff shall have a (sic) two (2) scheduled fifteen (15) minute breaks to be used during the morning and afternoon of their work day.

Section 13.8. For purposes of the calculation of overtime, paid holidays, time actually worked, personal time, and compensatory time taken during the work week are considered hours actually worked.

Employer's Proposal

Retain Current Language

3. **ARTICLE 25 - FRINGE BENEFITS (GENERAL):**

The Union proposes to make changes to Section 25.1 by deleting the cap on costs of fringe benefits and replacing it with language that required the Agency to pay 100% of the employee's premium and/or costs. Previously it had proposed increasing the cap on costs of fringe benefits from the current 16% to twenty-five percent (25%).

Section 25.1 of the contract currently states that the Employer will maintain the current level of certain fringe benefits and that the parties agree to cap costs at 16% of total agency salaries; the fringe benefits are health and dental insurance, prescription drug

coverage, vision, life insurance, legal services, tuition reimbursement, EAP, short term disability coverage, all as set forth in the labor contract. If the cost for these benefits is less than 16%, the Union has the option of applying the surplus toward future fringe benefit costs (Section 25.6 of the labor contract). If the cost exceeds the cap, the Union may make suggestions for how to adjust the benefits to keep them under the cap. Alternatively, the Union may choose not to make suggestions, in which case employees will pay the cost of premiums that exceed the cap, or the Employer may deduct the excess cost from the general wage increase and/or from the Employer contribution toward the employees' share of PERS.

If the Union makes suggestions for containing costs that meet the criteria set forth in the contract and the Employer fails to act on those suggestions, the Employer will pick up the cost of the insurance that exceeds the 16% cap. The Agency and the Union keep a running total on the cap surplus.

The Union initially proposed deleting the cap, because the rising cost of health insurance will soon exceed the negotiated amounts. It proposed replacing it with the current practice in Franklin County where the practice is to provide health care benefits and other fringe benefits without regard to a cap. Information from the State Employment Relations Board Clearinghouse indicates that no employee in Franklin County but one, the Franklin County MRDD staff, pay for any portion of their health insurance package. In order to retain its employees, the FCCS needs to be comparable.

Rather than delete the cap, the Employer proposes to keep the cap at sixteen percent (16%) and to delete the language regarding maintaining the current level of benefits. In place of that language, the Employer proposes to offer fringe benefits in accordance with other plans generally offered by Franklin County where cost sharing is in place.

The Employer also proposes that only employees regularly working thirty (30) hours or more per week be eligible for the listed fringe benefits, in keeping with the Memorandum of Understanding signed by the parties in 2004. The regular thirty (30) hours or more weekly standard put the bargaining unit employees on par with other Franklin County employees.

Evidence indicates that some variation of the fringe benefit provision has been in the labor contract for many years. For many years, the Union received the benefit of the prior bargain. No employee has had to pay premiums toward the benefits listed in Section 25.1 under this labor contract for many years.

In 2002, the Union proposed to add the provision regarding short term disability, and the Employer agreed. In 2002, the Union also proposed to increase the cap from 15.5% to the present 16%.

If the cap is not increased as proposed by the Union, the employees will invariably be required to pay a portion of their fringe benefit costs due to the spiraling costs of health care.

The Employer argues that the current plan, even if it includes cost sharing, is far more

favorable than the arrangements available to other major Ohio County Children Services Board employees and the vast majority of private sector employees.

The Employer proposes to maintain the cap and delete the language regarding maintaining the current level of benefits. In place of that language, the Employer proposes to offer fringe benefits in accordance with the plans generally offered by Franklin County. This would help assure the County of the flexibility needed to shop competitively for all insurance, and would in turn help control costs, including costs for this bargaining unit.

Comparability

Most major Ohio County Children Services Board employees are covered by the same insurance programs that are available to other employees in their respective counties with no restriction regarding the level of benefits. Their assurances are basically that although the bargaining unit employees get the same benefits as the other employees, including supervisors, the reverse is also true.

As for premium payments, as noted above, the employees in this unit may select health insurance that does not cost the employee anything. This is a benefit that is enjoyed by few if any employees of other major Ohio County Children Service Agencies.

Moreover, certain benefits are provided to FCCS employees that are not generally available to other Franklin County employees, including short-term disability coverage and \$50,000 life insurance coverage. The other County employees receive \$10,000 in life insurance, and the managers at the FCCS receive \$25,000.

The Employer doubts its ability to keep up with the rising costs of health care. In reviewing the Franklin County Annual Expenditure Trend Analysis for the years 2002 through 2006, the projected increase in annual health care expenditures is an average of 15% a year (including medical, drug, dental and vision).

The overall dollars projected to be spent by Franklin County for 2003 is \$38.1 million dollars compared with a projected \$43.8 million in 2004 (the last full year of this labor contract). Projections initially indicated for 2001, the annual cost for health-care premiums for a County Employee would be \$5,547.00. Currently, Franklin County picks up 100% of this cost. By 2006, the projected cost for annual health-care premiums for every County Employee is \$9,951.00.

The Ohio Revised Code commits to the Board of County Commissioners, not the Children's Services Board, the authority to negotiate insurance on behalf of County employees. It is the County's ability to leverage large numbers of employees against the insurance providers that enables the County to control costs. It is in the public interest to control costs. Therefore, it is in the interest of the public and all parties that the labor contract specify that the insurance be provided is that provided to all Franklin County employees.

If the FCCS is required to contribute additional dollars to health care premiums, or if

the County is deprived of the flexibility to adjust benefits as necessary, it will have an adverse impact on the normal standard of service to the children and families that the agency serves. These are the children and families most in need of basic services from local government.

Union's Proposal:

Section 25.1. The Federation and Agency agree to maintain fringe benefits, at their current levels and coverages to all bargaining unit employees. The following benefits shall be provided to all bargaining unit employees with the Agency paying 100% of the employee's premium and/or costs.

Hospitalization

Dental

Prescription Drug, including coverage for birth control prescriptions

Vision

Life: \$50,000 base benefit (though same rates for additional insurance as other County employees

Legal Services

Tuition Reimbursement

Mental health, chemical dependency, and Employee Assistance Program, given there is continuity with the current plans and an adequate provision is made to ensure that employees are not referred to providers with whom they transact Agency business.

Short Term Disability, on the same basis as the non-bargaining employees' program: Covers full-time employees; effective one (1) year after date of hire: after a six (6) week waiting period from the first day of absence related to a disability, the employee receives two-thirds (2/3) of his or her gross wages, up to a weekly maximum of \$500.00. Short term disability benefits are provided for up to six (6) months per disability. An employee may not receive paid sick leave in addition to short-term disability payments.

A joint Labor/Management committee will be established following current negotiations to review the EAP and to make recommendations to the County Commissioners for consideration during the development of the next County Request for Proposals for counseling services.

Full-time employees will be able to apply to purchase additional life insurance in increments of \$10,000 up to a total of \$100,000 additional coverage under our group life insurance plan. A full-time employee can also apply to purchase \$10,000 life insurance for his spouse. It will be necessary for the employee or spouse to provide information concerning his health and be medically accepted to be eligible for this insurance. Rates are variable according to age.

[The Union proposed current language for the remainder of Sections 25.1

through 25.7]

Employer's Proposal:

25.1 The Federation and Agency agree to maintain fringe benefits at their current levels subject to the County benefit policies. Notwithstanding such agreement, the Federation and the Agency agree to cap costs of the following benefits at 16.0% of salaries (computed on bargaining and non-bargaining salaries together).

All full-time employees, defined for purposes of this Article as those employees who are regularly scheduled to work thirty (30) or more hours per week, are entitled to the benefits as maintained by the Franklin County Board of County Commissioners.

The Federation agrees to accept the County's medical benefits plan provided to other County employees during the term of this Agreement. Any changes implemented in the overall County plan will also be applied to Bargaining Unit employees eligible for health insurance benefits. Should any changes to the County's plan be implemented during the term of this Agreement, the Federation will be given prior notice of the change and upon request by the Federation, a County representative will meet with the union and explain the changes in the plan.

Hospitalization

Dental

Prescription Drug, including coverage for birth control prescriptions

Vision

Life: \$50,000 base benefit (though same rates for additional insurance as other County employees

Legal Services

Tuition Reimbursement

Mental health, chemical dependency, and Employee Assistance Program, given there is continuity with the current plans and an adequate provision is made to ensure that employees are not referred to providers with whom they transact Agency business.

Short Term Disability, on the same basis as the non-bargaining employees' program: Covers full-time employees; effective one (1) year after date of hire; after a six (6) week waiting period from the first day of absence related to a disability, the employee receives two-thirds (2/3) of his or her gross wages, up to a weekly maximum of \$500.00. Short term disability benefits are provided for up to six (6) months per disability. An employee may not receive paid sick leave in addition to short-term disability payments.

A joint Labor/Management committee will be established following current negotiations to review the EAP and to make recommendations to the County Commissioners for consideration during the development of the next County Request for Proposals for counseling services.

Full-time employees will be able to apply to purchase additional life insurance in increments of \$10,000 up to a total of \$100,000 additional coverage under our group life insurance plan. A full-time employee can also apply to purchase \$10,000 life insurance for his spouse. It will be necessary for the employee or spouse to provide information concerning his health and be medically accepted to be eligible for this insurance. Rates are variable according to age.

Section 25.2. The Federation will be provided monthly cost figures and a running total of the surplus or deficit in the cap fund by the Director of Human Resources, who will also work with the Federation by providing any information and/or assistance in developing alternatives to current benefits that will effectively control or limit future cost increases of the above benefits.

Section 25.3. Sixty (60) days prior to the effective date of all general increases in salary (including PERS pickup) during the term of this Agreement, the Agency and the Federation will meet to discuss the alternatives to adjusting or changing these benefits to maintain the cost of these benefits at the agreed upon cap. (The average cost in the preceding twelve (12) months will be used to determine the cost.)

Section 25.4. Any recommendation for changes must be within the realm of possibility for the Agency to implement; that is, it must be legal and authority must exist for the Board to make such changes.

Section 25.5. Any recommendation by the Federation to adjust or change these benefits to keep the cost within the cap (unless the Agency agrees otherwise) must be voted upon by all employees of the Agency. The majority of those employees voting shall determine whether or not such recommendations will be submitted to the Board for consideration.

Section 25.6. If the Agency fails to act on practicable recommendations, which must be presented to the Agency within twenty-five (25) days following the first meeting held pursuant to Section 25.3, the increased costs over the cap of current benefits will be absorbed by the Agency.

...

Section 25.7. If such adjustment(s) (or in the event of no recommendation for adjustment) does not result in a cost reduction below the cap on these benefits, then the cost must be absorbed by: 1) the employee through payroll deduction

or 2) reduction in the general increase and/or PERS pickup by that percentage over the cap. If the money paid for the benefits the previous twelve (12) months of any year is less than the amount provided under the cap, the Federation shall advise whether the surplus will be carried over to the next year, will be used to adjust benefits, or will be applied as a general wage increase

...

Section 25.9. In addition to the monies in the Fringe Benefit Cap Fund provided herein, the Agency agrees to annually add seven thousand one hundred and three dollars (\$7,103.00).

4. **ARTICLE 25 – FRINGE BENEFITS (Section 25.8 Calculation of Cap Amount**

The Union proposes adjusting the calculus for the cap set forth in Section 25.8 to reflect its Article 32, section 32.1 proposals that the agency increase its employee share contributions to OPERS to 10%. The Employer seeks to retain current language.

The parties negotiated the fringe benefit cap based on a specific percentage to be added to the wage. A full discussion of this PERS issue under section 32.1 below. The eventual one and a half percent (1.5%) increase in PERS times an approximate \$17,000,000 agency payroll would increase the fringe benefit cap by approximately \$41,000 per year, or roughly \$123,000 over the life of a three (3) year contract. That would be in addition to the Employer's increased costs for the Employer's share of PERS contributions, which are also scheduled to increase.

Union's Proposal:

Section 25.8. For the purposes of determining the salary level to calculate the fringe benefit cap during the term of this Agreement, the salary will be adjusted by ~~eight and one half percent (8.5%)~~ the percentage determined by OPERS, 100% to reflect the amount paid by the Agency to the Public Employees Retirement System on behalf of the employees (i.e. 8.5% contribution applicable until 1/1/07, which is thereafter raised to 10%, as well as any subsequent increases).

Employer's Proposal:

Section 25.8. [Management seeks to retain current language.]

5. **ARTICLE 25 - FRINGE BENEFITS: [Section 25.10 – Opt-Out Insurance Incentive (new)]**

The Union proposes to add a new section, Section 25.10, to allow employees to opt

out of health insurance coverage and be paid for doing so. The Employer opposes adding any such provision to the Agreement.

An opt-out incentive is also an aspect of plan design. The State Employment Relations Board has held that the Union cannot insist that a non-Commissioner Employer negotiate over plan design issues, because the County Commissioners establish insurance, not the Employer, as noted in 2004 SERB 4-17 (10th Dist Ct. App., March 29, 2004).

By asking that an opt-out requirement be put into the labor contract, the Union is attempting to restrict the Commissioners' negotiating clout with the insurers. It is bad policy to let the tail wag the dog. Therefore, the Employer must respectfully reject the proposal.

Union's Proposal:

Section 25.10. Health Insurance Opt-Out

Full-time employees may choose the option of receiving no health insurance coverage under the Agency's plan and instead receive one hundred (\$100.00) dollars per month in lieu of coverage for full-time employees and a fifty (\$50.00) dollars per month in lieu of coverage for part-time employees

6. **ARTICLE 25 - FRINGE BENEFITS: EMPLOYER PAY RETIRED EMPLOYEE'S PERS PAYMENT FOR HEALTH (New Section 25.11)**

The Union proposes adding a new section, Section 25.11, to require the Employer to pay a retired employee's PERS payment for health insurance. Currently, certain employees who have *retired* pay PERS a certain amount for his or her retiree's health insurance coverage. While the employee was employed, the Employer was required to pay toward that employee's future health care coverage. However, once the Employee retires, PERS does not assess the former employer any additional separate contribution toward a retiree's health insurance. The Union is proposing that the Employer nonetheless pay the retiree's health insurance contribution amount.

The Employer already pays 22.05% of an employee's earnings toward retirement. That is extremely generous. The Employer is absolutely opposed to opening this door for a new benefit and believes the Commissioners would reject the entire fact-finding report based solely on a recommendation to accept the Union's proposal on this issue.

There is no support for such a benefit based on either the internal or external comparables, and such a structural change should not be recommended by a neutral.

Union's Proposal:

Section 25.11 The Agency shall pay to OPERS an employee's portion of PERS premiums for health insurance for those retirees eligible to participate in the PERS

health insurance program.

7. **ARTICLE 26 - HOLIDAYS**

The Union proposes to add Veterans Day as an eleventh holiday to the list of ten holidays currently provided. The Employer opposes adding an additional holiday.

Franklin County recognizes ten official paid holidays for its employees. Franklin County Children Services also recognizes ten paid holidays for its employees, but agreed upon request of the union during past collective bargaining negotiations to move the observance of Veteran's day from November 11 to the Friday after Thanksgiving Day.

Furthermore, in the context of current negotiations, management offered on January 28, 2005, to observe Veteran's day instead of either Columbus Day or treating the day after Thanksgiving as a holiday. This offer resulted from concern that the agency was insensitive to the significance of Veteran's Day as a federal holiday. The union rejected this and instead clarified that they were seeking an additional eleventh holiday

Ten holidays is a standard amount of holidays, and a change is not compelled by the internal or external comparables. In fact, both the internal and external comparables demonstrate that ten is the predominating number of holidays. A neutral should not recommend a change in structure absent compelling comparables.

Adding a holiday would amount to a .4% wage increase, even if no one worked any overtime on the holiday. However, because the Agency has employees who work holidays, the cost would be higher.

Union's Proposal:

Section 26.1. [The Union sought to add an additional paid holiday, to bring the total to eleven] add:

11. Veteran's Day

8. **ARTICLE 29 – Section 29.10 LEAVE OF ABSENCE**

The Union seeks to add new additional leave language to Section 29.10 in order to allow the President of the Union or his or her designee to attend conventions, conferences and workshops. It proposes three paid days per year

Union's Proposal:

Section 29.10 The Union steward and/or delegate(s) to conventions, conferences, or workshops of the Union shall be granted time off for the purpose of participating in such activities.

Approval of such leave shall not be unreasonably withheld. Such leave shall not exceed a total of eight (8) work days per calendar year.

9. **ARTICLE 29 – LEAVE OF ABSENCE (new Section 29.12 Military Leave)**

The Union also seeks to add a new provision as Section 29.12 to provide for military leave provisions, which provisions are in compliance with applicable law. The Employer believes this is unnecessary.

Union's Proposal:

Section 29.12. Military Leave

An employee shall be granted leave as required by State and Federal military training and service statutes.

10. **ARTICLE 30 – MILEAGE REIMBURSEMENT**

The Employer proposes to add a new section, Section 30.2 that requires employees carry a certain level of automobile liability insurance, if they drive on behalf of the Agency. The Employer argues that the cost of such insurance would be minimal for an employee and would be of substantial value in the event of an accident.

Employer's Proposal:

Section 30.2: All employees who are required to drive their personal motor vehicles in order to conduct authorized Agency business are required to maintain automobile liability insurance in a minimum coverage amount of \$100,000.00 per person and \$300,000.00 per accident.

11. **ARTICLE 31 – VACATION POLICY (Section 31.3: Vacation for Part-Time Employees):**

The Employer seeks to increase the threshold for accrual of vacation hours to move toward what it describes as conformity with the County benefit threshold of thirty (30) hours. The Employer is trying to move the employees in this unit closer to the standard of Franklin County of a higher number of regularly schedule hours per week to qualify for vacation. For non-bargaining unit employees that number of regularly scheduled hours per week to qualify for vacation is thirty (30) per week. While the contracts for DJFS and the MRDD provide for pro-rating of vacation for part-time employees, the contracts for the Coroner, the CSEA, the Commissioners AFSCME, and the Commissioners CWA units specifically provide that part

time employees receive no vacation. Among the other Children Services Board's, although Hamilton and Lucas Counties allow pro-rating for part-time employees without specification, Montgomery and Summit Counties only provide vacation to employees regularly working 20 and 24 hours per week respectively, and Cuyahoga makes no provision for part-time employees receiving vacation at all.

The Union, as a counter proposal, sought to decrease the regularly scheduled hours requirements to fifteen (15) hours for accrual of vacation, but later withdrew the counterproposal and proposed to keep current language in this section.

Employer's Proposal:

Section 31.3. Those part-time employees who are regularly scheduled to work ~~sixteen~~ ~~(16)~~ twenty-four (24) hours or more per week shall earn vacation benefits in accordance with Section 31.2 on a pro-rated basis according to the number of hours actually worked.

12. **ARTICLE 31 – VACATION POLICY (Section 31.5: (1) Cash-Out of Personal Leave Days; (2) Scheduling Personal Leave Days:**

The Union proposes to change the current language in this section to require/allow an employee to cash out Personal Leave Days not used. The Employer argues that Personal Leave Days were granted, because the Union argued, in years past, that they needed them. If they are not needed, the Employer argues that they should be eliminated, not cashed out because the Personal Leave Days are well over the amount of leave other employees get, based on both the internal and external comparables.

The Union further proposes to eliminate the language in the current CBA, which requires an employee to obtain advance approval for personal days taken. The Employer argues that eliminating this provision would deny Management its right to approve when a Personal Leave Day and its ability to schedule employees' time in order to maintain the requisite level of service to the public.

The current Agreement provides most employees with four (4) Personal Leave Days per year. Management proposes to limit Personal Leave Days to full time employees. The Union proposes to require the Employer to cash out unused personal days and to deny the Employer the right to schedule the use of Personal Days.

The Employer argues that its proposal to limit Personal Leave Days to full time employees would bring the benefit more in line with the County's general policy regarding same. Furthermore, although the Employer understands that part-time employees have needs too, part-time employees can more easily schedule the types of appointments for which

Personal Leave Days were intended than can full-time employees. The fact that they are limited to four (4) hours duration supports this view. The Union believes that part-time employees should continue to have the same privileges as full-time employees and opposes any change.

Union's Proposal:

Section 31.5. The Agency agrees to grant to each full-time and part-time employee (who is regularly scheduled to work sixteen (16) hours or more per week) and who have been on the payroll for four (4) months or more, four (4) Personal Leave days during the calendar year. (Personal Leave Days will be pro rated in accordance with the normal scheduled hours of work). Such personal reasons may be for legal, financial, or any other purpose. These days are non-accumulative and must be taken during the calendar year. Employees who maintain a balance of Personal Leave as of December 31 of each calendar year shall be entitled to cash out in full the remaining Personal Leave. Such payout shall be made to the employee in the first pay period in January of the next calendar year. Employees requiring additional days for personal business must take Leave Without Pay or use accrued vacation leave for this time off.

~~Use of these Personal Leave days requires advance approval of the immediate supervisor in accordance with usual Agency policy and is limited to a minimum of four (4) hours use per occasion.~~

Employer's Proposal:

Section 31.5. The Agency agrees to grant to each full-time and part-time employee ~~(who is regularly scheduled to work sixteen (16) hours or more per week) and who~~ has been on the payroll for four (4) months or more, four (4) Personal Leave days during the calendar year. ~~(Personal Leave days will be pro-rated in accordance with the normal scheduled hours of work.)~~ Such personal reasons may be for legal, financial, or any other purpose. These days are non-accumulative and must be taken during the calendar year. Employees requiring additional days for personal business must take Leave Without Pay or use accrued vacation leave for this time off.

Use of these Personal Leave days requires advance approval of the immediate supervisor in accordance with usual Agency policy and is limited to a minimum of four (4) hours use per occasion

13. ARTICLE 32 – WAGES AND SALARY (Section 32.1: Payment of Employees' Share of PERS Contribution:)

The Union proposes changing the language in this section to require the Employer to

pay, at no cost to the employee, 100% of the OPERS determined % of contribution of the employee's wages to the Public Employees Retirement System as a portion of the PERS payment required of each employee. Currently the percentage required to be paid by the Employer is 8.5%. On January 1, 2007, PERS will increase the required contribution to 10%. Changing the language in the contract will enable the bargaining unit to derive a benefit from this or other increases during the life of the CBA.

The Employer argues that it already pays more than its mandated contribution toward the employees' retirement. It currently pays 8.5% of an employee's earnable salary toward the toward the *employee's* share of PERS. In addition, the Employer currently pays 13.035% of earnable salary toward the *employer's* share of PERS. PERS contributions for both the employee share and the employer share will increase gradually during the term of the successor labor contract that the parties are now negotiating. The Union is proposing that the Employer pick up the total amount of the increases for *both* parties. It maintains that there is no compelling reason, based on the comparables, for the Employer to increase its percentage contribution. Having the employee's and the Employer each pick up a share of the increased cost is infinitely fair. The Employer proposes to retain the current language in the CBA.

Union's Proposal:

Section 32.1. The Agency will pay, at no cost to the employee, ~~eight and one-half percent (8.5%)~~ 100% of the OPERS determined % of contribution of the employee's wages to the Public Employees Retirement System as a portion of the PERS payment required of each employee.

14. ARTICLE 32 – WAGES AND SALARY (Section 32.2: Wages):

The Union proposes a four percent (4%) per year increase each year of the contract, and proposes to refer to raises occurring in February of "each year of this Agreement." The Employer prefers to be specific about the year in which any increase will occur, and proposes an increase of one percent (1%) in 2005, with a reopener in 2006 for the balance of the contract.

The Union argues that since 2000, this bargaining unit's compensation has fallen behind the compensation of all other Children Services Boards in the state of Ohio. While it used to lead the state, it is now dead last. It does not believe that using comparables relative to employees in other public and private sectors doing comparable work is a fair comparison. The work performed by employees in this bargaining unit (i.e. children's protection) is not generally performed by the private sector employees, involving as it does the police function of the state.

The Union presented wage scale information from the Cuyahoga and Hamilton County Jobs and Family Services, which agencies perform similar functions to a Children's Services Board. In those counties, all bargaining caseworker employees are above the current FCCS

wage scale. The evidence shows that the same is true in Lorain and Montgomery Counties.

A comparison of Caseworker I, Case worker II and Caseworker III rates for 2005 compiled by the Employee Relations Board Clearinghouse demonstrate the discrepancy. A FCCS Caseworker starts at \$24,220, more than 20% less than the starting rate for either Lorain or Montgomery Counties. Taking into effect the 8.5% contribution made by the Employer for PERS, FCCS employees still make \$4,000 less than either County agency. A Caseworker II, even though starting higher at \$26,861, also makes \$4,000 less than either County Agency. The disparity in the Caseworker III is the greatest. The Caseworker III earns \$27,250. After adding the 8.5% PERS contribution results in a salary more than \$10,000 less than comparable positions in other counties. Most of current contracts negotiated by of the Children Services Boards provide for a 3% to 4% increase.

The Union argues that the proposed 4% increase is necessary to bring the FCCS wages in line with those in other counties. The Union also points out that comparables in these counties provide a wage step system that is around 3%. In order for the FCCS to maintain a well trained staff, it must offer comparable wages. The Employer is in the front line protecting children against physical abuse, sexual abuse, and neglect. It needs to keep its wage scale in line with other counties.

The Employer recognizes that an increase in wages is due, but it can only do so by exercising its fiscal responsibility in a time when the County is facing declining revenues.

First, regarding the term of the agreement, the Employer does not want to use the language "each year of this Agreement" because at the end of the contract, if the parties have not finished negotiating, the Employer does not want to have to repudiate the contract to keep an automatic increase from occurring.

As for the amount of the increase, the Employer addressed the general fiscal condition of the County. The County faces declining revenues. The Commissioners have recently rejected a tentative agreement that exceeded a two percent (2%) ceiling as too expensive, and they are closely watching wage increases for all bargaining units.

The County Commissioners have significant reserved rights with respect to the spending in this Agency, and in fact trimmed \$1,000,000 from the Agency budget as recently as 2003.

The FCCS recognizes that as a result of the passage of a FCCS Levy in 2004 and increased projected Federal and State funding, income projections for the next five years enables the Agency to operate within budget. The FCCS has determined of its own accord, however, the need to make adjustments in operating expenses, and is sensitive to the need to show fiscal prudence to help ensure the passage of future levies and keep faith with the voters who approved the most recent levy. The overall current economic situation dictates strict conservatism on wages.

On the issue of comparability, the Employer notes that other Franklin County non-safety force bargaining units that have settled wages in recent years did so for 2% per year general increase. The MRDD contracts had a different slant – a slightly higher percentage at a delayed date, but the MRDD was having trouble recruiting teachers. The County is concerned that too high a settlement for this bargaining unit would set an unacceptable precedent for other bargaining units.

The Employer disputes the Union comparables in regard to other Ohio Children Services Boards. It argues that the FCCS pays higher wages than the other major Ohio Children Services Board's and used the same statistics are used by the Union.¹

The FCCS currently operates principally from levy funds. If the Agency is unable to cover its operating costs with levy funds (plus a limited amount of state and federal reimbursements), the financial responsibility would fall to the Commissioners to fund operations of the Agency from the General Fund. The General Fund is already severely taxed. In particular, the Commissioners' obligation to provide Homeland security for residents of the County has moved to the forefront since September 11, 2001.

The Commissioners must consider the impact that any labor contract with this bargaining unit might have on other County labor contracts, especially since the Commissioners must approve or reject all such contracts. Wage and fringe increases could impact other units. The employees in this bargaining unit already enjoy excellent wages and a greater fringe benefit package than the other Franklin County agencies. As noted above, the Commissioners are unlikely to approve any recommendation that grants a higher wage increase than other non-safety forces, nor one that exacerbates the preferred status of this unit with respect to other benefits.

General Fiscal Status of Franklin County:

The County and FCCS have been prudent in their fiscal management, have adopted sound fiscal policies, and wish to avoid layoffs. However, in the wake of national, state, and local economic downturns, the County still faces formidable economic challenges. Although the economy in the private sector has begun a slight recovery, that recovery is threatened by higher energy costs, and County revenues tend to lag behind the overall economy. The following is an excerpt from the Franklin County, Ohio Comprehensive Annual Financial Report for the year ended December 31, 2003 (the most recent available CAFR), compiled by Auditor Joseph W. Testa:

The current economic environment has resulted in a slight decline in the County's traditionally strong revenue base. A sales tax of 5.75 (now 6.75) percent is collected by the State of Ohio on sales made in Franklin County. The tax is split as follows: 5.00 (now 6.00) percent for the State of Ohio; 0.50

¹ The Union argues that the Employer is not taking into consideration the reduced hours that are worked by the employees in other counties, generally 35 to 37.5 hours per week compared to a full week, when it made its calculations.

percent for the County's general fund; and 0.25 percent for the Central Ohio Transit Authority (COTA). The County receives no direct funding through income taxes. Property taxes are a significant revenue source for the General Fund and certain County agencies, specifically Children Services, the Board of Mental Retardation and Developmental Disabilities, the Alcohol, Drug and Mental Health Board, and the Office on Aging.

...

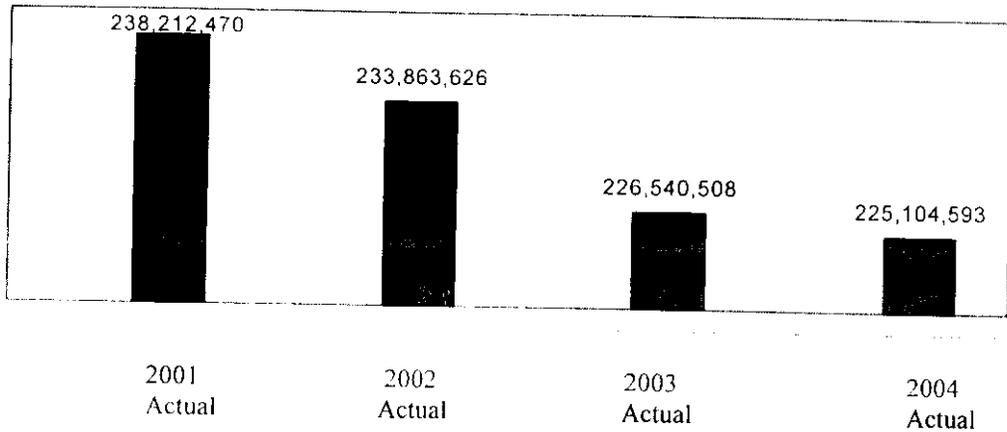
... Agencies funded through tax levies are required to show that the forecasted expenditures over the life of the levy do not exceed the estimated revenue collections.

Declining General Revenue Funds:

Franklin County has experienced a downward trend in its General Revenue Funds for several years.

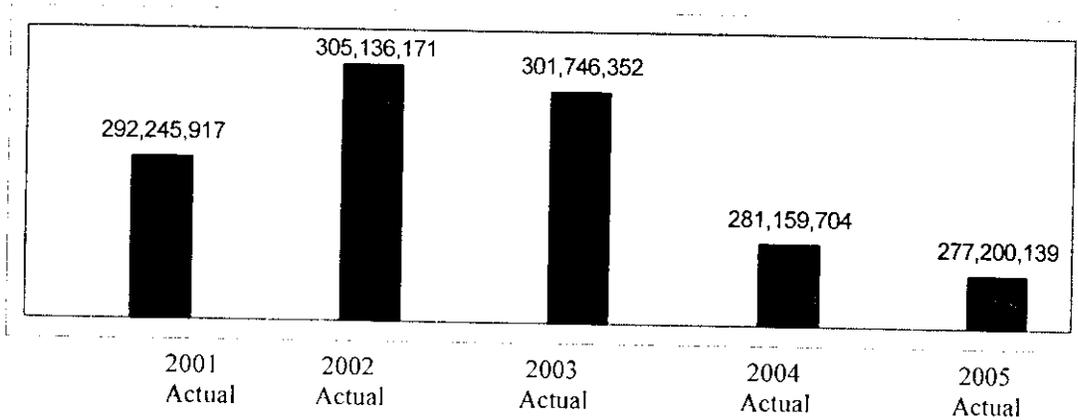
The County Office of Management and Budget offers this picture of declining General Fund Revenues for the period 2001 – 2004.

Declining General Fund Revenues:

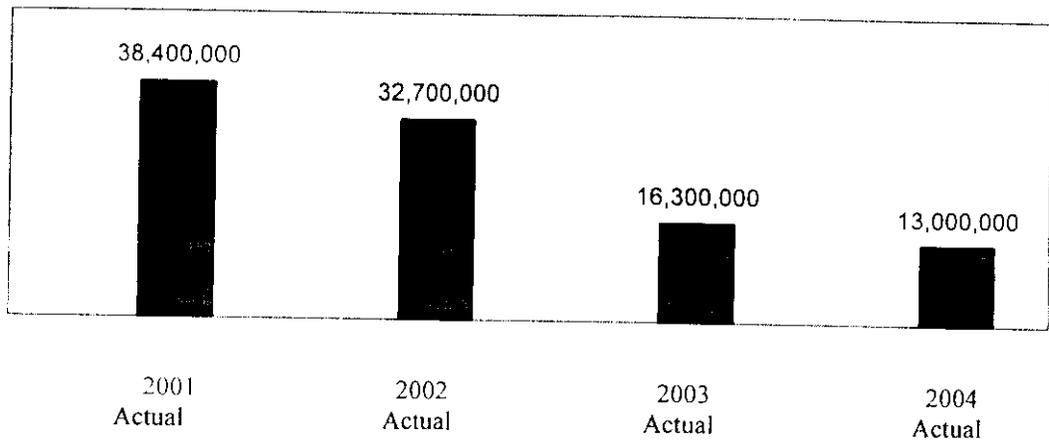


As noted above, the General Revenue fund is the back-up fund for FCCS from which monies would have to be transferred if levy funds are insufficient. The Revised Budget for 2005 General Fund Revenues is also less than the 2001 actual revenues. The General Fund Budget has likewise declined in recent years:

Declining General Fund Budget:

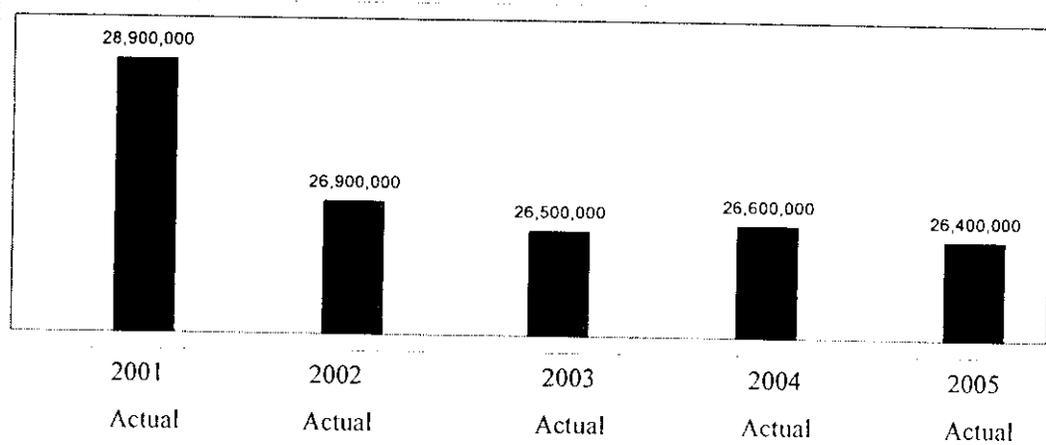


Declining Investment Earnings:

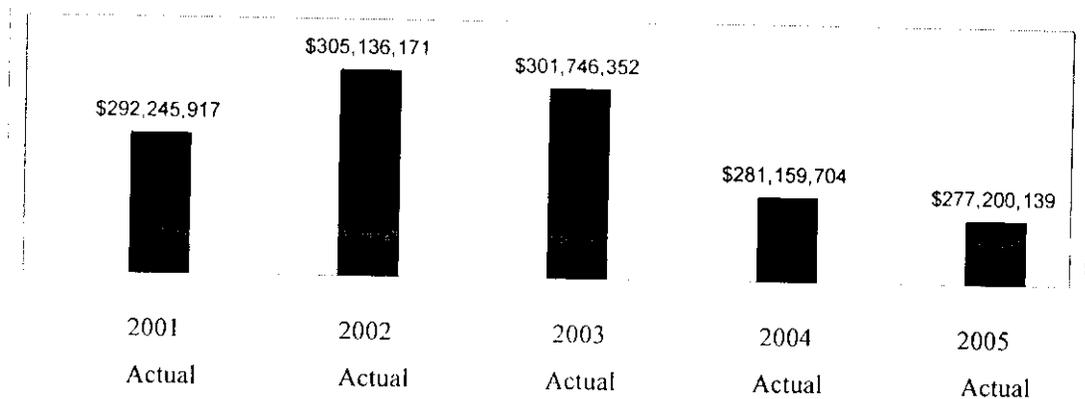


Local Government Fund Allocation:

The Local Government Fund Allocation is population-based money the County receives from the State of Ohio. In recent budget discussions, the General Assembly has favored a cut the County Local Government Fund Allocations by 20% in 2006, which would cost Franklin County approximately \$5,280,000 per year.



Declining Carryovers in the County General Fund



Franklin County Children Services Fiscal Situation:

The primary sources of revenue for Franklin County Children Services are its levies and federal/state reimbursements. One of the FCCS' current levies is due to expire in 2009. The most recent levy was passed in 2004 by a very narrow margin of 51.09% to 48.91%, meaning that if only 1.1% of the voters had voted the other way, the most recent levy would have been defeated. The Employer argues, therefore, that the Agency must demonstrate fiscal prudence to ensure passage of future levies.

Once a levy is passed, the revenues from that levy are basically flat. Levies generate taxes on property, not income. The property is valued as of the date the levy first attaches. If property values go up, property owners are given a counterbalancing credit, so that the levy proceeds on that property remain the same. Newly built property may generate some additional revenue, but only a very small amount.

While the levy revenues remain flat, expenses for operating the Agency continue to increase. The Agency must preserve enough revenue from the early years of a levy to meet exponentially increasing costs during the later years of a levy. In addition, the Agency must preserve a certain amount of carryover to meet expenses while it waits for revenue to be collected.

The Employer indicates that its annual carryover compared to its budget has declined significantly over the years, especially taking into consideration the levy-generated revenue cycle. The reduced carryover leaves the Agency much more vulnerable to cuts in the state and federal monies upon which the Agency depends. During the first year of the last levy cycle, beginning in 1991, carryover was 34.8% of Agency's yearly expenditures, compared to a projected 14.6% to begin the next cycle in 2009. The projected 2009 figure only takes into consideration an estimated 6% annual increase in health insurance costs, which is extremely conservative. One reason the Agency is in a much more vulnerable position is that the Agency's carryover was allowed to decline to 11.7% in 2004, and the Agency will be trying to catch up throughout the remainder of the ten (10) year levy cycle.

Recent proposals at state and federal levels could significantly reduce funding streams for Children Services. The state biennium budget includes a provision to phase out tangible

personal property tax collections that could result in a 75% reduction of current revenues. If this happens, we could lose \$8.8M of a budgeted \$11.7M PPT collection in 2005. Federal Title IV-E reimbursement of administration expenses, budgeted at \$21.8 in 2005, could be cut by \$2M if HHS changes reimbursement rules re: children in kinship care. Loss of another \$1M is possible if HHS also eliminates the IV-E entitlement program and puts block grants in its place. Post-adoption state subsidy funds continue to decline due to increased regulatory restrictions. Also, in mid-2005 the state will eliminate its special services subsidy for families ineligible for the federal IV-E adoption subsidy program; costs will either have to be picked up at the county level or the number of adoptions will be reduced, denying permanent homes for needy children in the county. Children Services relies on all available funding streams to carry out its mandates. Continued reductions in state and federal funding and the shifting of costs to local levels will increase Children Services' reliance on local levy revenues in the future and threaten our commitment to the community regarding our ability to rely on current levels of levy funding.

Based on the above information, the Employer 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 Union argues that consideration of the Franklin County budget is inappropriate. As stated above, the FCCS income is derived from levies and Federal and State appropriations. A new levy was passed by Franklin County residents providing for funding for the next ten years.² The FCCS 2004 Levy Fact Book printed in April 2004 sets forth projections indicating the revenues from the levy, the Federal Government and the State Government will continue to increase through 2014. While Franklin County must back up any shortfall encountered by the FCCS, there is not indication that the County will be required to do so anywhere in the foreseeable future. Relying on financial results concerning the lower projected revenues of the County is not a fair comparison.

Looking at actual and estimated income and expenditures submitted by the FCCS, Income has increased in the years 2002 (\$140,426,075), 2003 (\$148,224,027) and 2004 (\$151,624,538). During those same years the ending cash balance was \$48,424,475, \$30,620,003, and \$15,389,253. Ending cash was low in 2004 because it was the end of the previous 10 year levy; a new levy went into effect in 2004.

In regard to future projected income for the FCCS, it will steadily increase from \$185,183,592 projected revenue in 2005 to \$200,511,354 in 2007. Ending cash reserves will be in excess of \$30,000,000 per year. These ending cash reserves are in spite of projected increases in expenditures.

Union's Proposal:

Section 32.2. All employees shall receive a ~~4.5%~~ 6.0% increase added to their base

² It is noted that the FCCS places a levy on the ballot every 5 years so that revenue will continue after the expiration of a 10 year levy. The levy in 2004 was a 1.9 mill levy.

salary ~~each year of this Agreement in the first pay period in February.~~ ~~at the beginning of the pay period in which February 1, 2002 falls.~~

~~Pay ranges will be adjusted by 1.5% at the beginning of the pay period in which February 1, 2002 falls. These increases are reflected in the Pay ranges for each of these years of this Agreement are set forth in Appendix A , B, and C. The adjustment of the pay ranges does not constitute a general increase beyond the adjustments in the first paragraph of this Section.~~

Employer's Proposal:

Section 32.2. All employees shall receive a ~~1.5%~~ 1% increase added to their base salary at the beginning of the pay period in which February 1, ~~2002~~ 2005 falls.

Pay ranges will be adjusted by ~~1.5%~~ 1% at the beginning of the pay period in which February 1, ~~2002~~ 2005 falls. Pay ranges for each of these years are set forth in Appendix A. The adjustment of the pay ranges does not constitute a general increase beyond the adjustments in the first paragraph of this Section.

Pay ranges will not be adjusted for any other increases, percentage or lump sum. It is recognized that the base salary, exclusive of licensure supplements, of an employee shall not exceed the maximum of the range their position is assigned to except that those staff who currently are or who will exceed the top of the range during the first year of this Agreement and who are subsequently entitled to receive an increase during the first year of this Agreement, shall have such increase applied to their base salary when applicable under the terms of this Agreement, even though such increase results in the individual's base salary rising above the maximum of the range. This increase to base does not create a precedent for future negotiations.

Pay Range assignments for all current Bargaining Unit classifications shall be those found in Appendix B. Pay Range assignments for new Bargaining Unit classifications shall be negotiated by the parties. Newly hired employees may be paid no more than twenty percent (20%) over the entry level rate of pay for the classification they are hired into. Such higher percentage shall be based on a clear set of written standards.

15. ARTICLE 32 – WAGES AND SALARIES (Section 32.4: (1) Union Demand that the Employer Provide Employees Notice of Employees' Registration/Certification/Licensure Expiration; (2) Union Proposal for Higher Supplements; and (3) Union Proposal to Add Marriage and Family Therapist Supplement; (4) Union Proposal to Add Supplement for Any Employee with an Advanced Degree)

The Union proposes to add language to this section to give employees additional

supplements and require the Employer to notify an employee if certain certifications, licenses or registrations are about to expire. Under the current CBA, certain employees receive pay supplements if they have certain registrations, certificates, or licenses. The Union proposes four things: (1) that the Employer notify an employee whose registration, certificate, or license is about to expire; and (2) that the percentage paid for various supplements be increased; (3) that an employee with a Marriage and Family Therapist License receive an additional supplement; and (3) that any employee with an advance degree related to their line of work that is above that required receive a supplement.

The Employer proposes to keep the current language in the CBA. It opposes the notification requirement for it is the responsibility of staff to renew their license, not the Agency. While it has made a decision that it is worth something to have employees available with certain licenses, certificates, etc., Agency employees are already paid well above the average for the surveyed Caseworker and Child Welfare Worker positions. Supplements are additional pay on top of that. Since the FCCS does not have any problem recruiting for the positions that would make use of the licenses and certificates for which supplements are paid, it sees no reason to pay the supplements.

While the Agency congratulates any person who has secured a Marriage and Family Therapist License, there are many qualifications of many employees in the Agency that do not qualify the holder for a pay supplement. This is not something the Agency looks for in an applicant. FCCS Caseworkers do not counsel. They work up Case Plans, and if counseling is indicated, the Agency refers the person out for the service. The Union has simply not made out a case that the license warrants a pay supplement.

In regard to advanced degrees, the Employer believes the Union's proposal is to pay people more for having something that is commendable, but not needed. The implementation of the proposal would also present problems. Management does not think the Agency could effectively plan for or administer the proposal for pay supplements for anyone with an advanced degree in their line of work.

Union's Proposal:

32.4 Employees who are able to provide documentation to Human Resources that they have received the following types of licensure and the validity dates of such licensure shall be eligible for a pay supplement, effective within two (2) pay periods after providing the documentation. The employee is responsible for ensuring the licensure is renewed and there is no lapse in the license expiration and renewal dates. As a result, the Employer shall provide notification annually to each bargaining unit member on the date of expiration for each employee's registration/certification/licensure on November 1st for the following calendar year by U.S. regular mail to their address on file with the Human Resource Department.

The pay supplement is only effective for such periods that Human Resources has written verification of the validity of the license.

Licensed Social Worker (LSW) - ~~2%~~ 5% pay supplement of ~~current~~ the employee's base rate of pay

Licensed Practical Counselor (LPC) - ~~2~~ 5% pay supplement of ~~current~~ the employee's base rate of pay

Licensed Independent Social Worker (LISW) - ~~4%~~ 8% pay supplement of ~~current~~ the employee's base rate of pay

Licensed Practical Clinical Counselor (LPCC) - ~~4%~~ 8% pay supplement of ~~current~~ the employee's base rate of pay

Marriage and Family Therapy (MFT) licensed employees shall receive an 8% pay supplement of the employee's base rate of pay

Any employee who has achieved a degree related to their line of work which is above that required, shall receive a 3% supplement to the employee's base rate of pay

16. ARTICLE 32 – WAGES AND SALARIES (Section 32.5: On-Call Pay):

The Union proposes to add language to this section which would define when an employee is on call and stipulate how the employee would be paid. Under the current CBA the Employer, the Employer has the right to negotiate the compensation of an employee if the Employer establishes an on call policy. Since the Employer does not have an On-Call Policy, it prefers to negotiate that when a policy is put in place.

Union's Proposal:

~~Section 32.5. In the event the Agency initiates or maintains a practice or policy where an employee is required to make him/herself available to report to work upon being contacted, the method of compensation for being on-call shall be negotiated with the Federation.~~

Employees who are on-call and are required to respond to an emergency that requires the employee to go on-site shall be paid as follows:

1. If the employee is called back for less than four but more than two hours, the employee shall be paid for four hours of pay regardless of time actually worked, beginning when the employee is paged or called. (The overtime provisions are applicable in accordance with this Agreement as well.)
2. If the employee is called back for less than 2 hours, the employee shall receive a minimum of two (2) hours pay at the employee's regular hourly rate.(The overtime provisions are applicable in accordance with this Agreement as well.)
3. For purposes of this section, an employee is "called back" when the

employee, because of the nature of the emergency, must travel onsite from home or other location, to the Employer's office, client's home, or other location to successfully resolve the emergency.

4. An employee, who is not on-call but who is called back into work shall be compensated according to the provisions of this Agreement.

Employer's Proposal:

[Retain current language]

17. **ARTICLE 32 – WAGES AND SALARIES (Section 32.7: Obsolete One Time Increase v. New Longevity Provision):**

The Union proposes to replace the current section in the CBA with a provision that was inserted as a part of a settlement on an earlier contract. It will result in an automatic additional pay increase, which the Employer asserts was not negotiated during this round of negotiations. The Employer proposes deleting the current provision in its entirety. The parties negotiated longevity out of the contract along with steps. The Union sought to reestablish steps in the last negotiations, and the fact-finder recommended against that.

The Employer proposes to delete this provision, since the parties are negotiating a new contract, and the negotiated or recommended wages should be reflected in the basic wage provision. This section was not intended to be a permanent part of the Agreement. Again, Management proposes that the wage provisions refer to the specific dates they take effect.

The Union also proposes to delete this provision, but they propose to replace it with a new longevity section.

Union's Proposal:

32.7 Upon initial hire, an employee shall be placed on the longevity scale designated for the employee's experience/degree. In no case shall an employee be placed on the scale for which the rate of pay is lower than his/her current rate. When the employee satisfactorily completes probation, s/he shall be advanced 5% on the scale. Thereafter employees shall be advanced 5% on the scale each year upon their anniversary date of employment. Such increases shall be made effective at the beginning of the pay period in which the employee's anniversary date falls.

Employer's Proposal:

[Delete Section]

18. **ARTICLE 33 – TUITION REIMBURSEMENT (Section 33.1):**

The Union proposes new language in this section that would increase the number of employees eligible for this benefit. The Union indicates it entered into a MOU with the Employer on May 20, 2004 and it proposes the language the parties agreed upon.

The Employer seeks to bring tuition reimbursement benefit in line with other benefits at a thirty (30) hour threshold, the same as for County non-bargaining unit personnel. It is proposing to establish eligibility at the regularly-scheduled-thirty (30)-hour threshold.

Union's Proposal:

33.1 Employees eligible for tuition reimbursement shall include the following bargaining unit personnel who have passed their initial probationary period:

1. ~~Full-time permanent employees may~~ Employees working more than thirty hours averaged per week shall be reimbursed for up to two (2) courses per quarter/semester ~~but not to exceed eight quarters of courses per calendar year or six courses per calendar year.~~

2. Part-time permanent employees working less than thirty (30) but more than twenty (20) hours averaged per week shall an average of twenty (20) hours or more per week ~~may be~~ reimbursed for up to one (1) course per quarter/semester ~~but not to exceed four quarters of courses per calendar year or three semesters per calendar year.~~

3. Intermittent employees, beginning one hundred eighty (180) days after the first day of employment, who work an average of not less twenty (20) hours per week during the period and during the time period in which the course is taken, may be reimbursed for up to one (1) course per quarter/semester but not to exceed four quarters of courses per calendar year or three semesters per calendar year.

Employer's Proposal:

Section 33.1. ~~Employees eligible for tuition reimbursement shall include the following bargaining unit personnel who have passed their initial probationary period.~~ Full-time permanent employees, regularly scheduled to work 30 or more hours per week, who have passed their initial probationary periods are eligible for tuition reimbursement.

~~1. — Full-time permanent employees may be reimbursed for up to two (2) courses per quarter/semester.~~

~~2. — Part-time permanent employees working an average of twenty (20) hours or more per week may be reimbursed for up to one (1) course per quarter/semester.~~

~~3. — Intermittent employees, beginning one hundred eighty (180) days after the first day of employment, who work an average of not less than twenty (20) hours per week during this period and during the time period in which the course is taken, may be reimbursed for up to one (1) course per quarter/semester.~~

19. ARTICLE 33 – (Section 33.2: Tuition Reimbursement: Eligible Courses):

The Employer proposes new language in this section that would put a cap on eligible courses. The Employer seeks to return tuition reimbursement program to its original intention to encourage education for direct service staff through the Masters Degree level. Staff seeking doctorate degrees and degrees in areas other than Human Services don't meet same concern of agency and are reasonably excluded from 100% reimbursement.

The Union proposes to retain the current language.

Employer's Proposal

Section 33.2 Eligible Courses

The following criteria and limits apply:

1. A course must be related to the employee's actual specific job assignment or to a position in the Agency to which the employee aspires. For purposes of this section, the obtaining of basic literacy, a high school diploma, or completion of G.E.D. requirements shall be considered related to every job assignment in the Agency;

~~2. Basic literacy courses and courses toward completion of high school or GED requirements A course must be taken at a school chartered by the State Department of Education. College undergraduate and masters level courses must be taken at a college or university authorized by the Ohio Board of Regents and accredited by the North Central Association. Further, to be eligible for reimbursement, all courses of any type must be taken at an institution within the state of Ohio or at an out of state institution with a branch within Ohio. ~~an accredited college, an accredited university or at their extension centers.~~ No correspondence courses shall ~~are not be~~ eligible for tuition reimbursement.~~

~~3. Eligibility for tuition reimbursement is limited to undergraduate and masters level courses, basic literacy courses and high school or GED courses.~~

~~4. Basic literacy courses and courses toward completion of high school or GED~~

requirements are eligible for 100% reimbursement. College courses in Social Work or Human Services are eligible for 100% reimbursement. All other courses are eligible for 75% reimbursement. Within these restrictions, the maximum reimbursement allowable per employee per calendar year is one half of the full time single semester tuition cost of Capital University for undergraduate studies.

20. **ARTICLE – 33 Section 33.3 Tuition Reimbursement Procedures:**

The Employer proposes new language to this section that would extend the time period that employees must remain with the Employer after completing courses eligible for tuition reimbursement in order to address resignation of staff following completion of degrees.

The Union proposes to retain the current language in the CBA.

Employer's Proposal:

Section 33.3. Reimbursement Procedures

Employees must follow these procedures in order to obtain reimbursement:

1. The employee must make application for reimbursement to the Department of Professional Development at least seven (7) days prior to the first day of class to which the employee wishes to enroll and will receive a response as to whether the request for tuition reimbursement was approved within fifteen (15) days of the date of application. Application forms may be obtained from the Department of Professional Development;
2. Upon completion of the course, the employee shall submit the original grade report received for the course to the Department of Professional Development. The employee must receive a letter grade of "C" (or its equivalent) for the course;
3. If the employee has met the requirements of this policy, he shall be reimbursed at the rate not to exceed the credit hour fee charged by Capital University. Employees shall not be reimbursed for materials. Employees shall not be reimbursed for lost work time under this provision;
4. Employees who participate in the Tuition Reimbursement Program must agree to continue employment with Franklin County Children Services for a minimum of ~~two (2) months per course completed.~~

Work commitments begin after completion of the course and must be served consecutively, not concurrently: one calendar year, commencing January 1 and ending December 31, for every year in which reimbursed courses were taken. Time worked toward this commitment begins to run only after completion of all courses for which reimbursement is sought and multiple calendar year commitments are consecutive to each other. Should an employee with time remaining on this work commitment subsequently re-enroll in courses qualifying for reimbursement under this policy, time worked toward this commitment is tolled until completion of all courses for which reimbursement is sought. Employees who do not complete the work commitment are required to return the funds received under the Tuition Reimbursement Program upon their separation from the agency. The agency Executive Director has the discretion to excuse any work commitment incurred through the tuition reimbursement program.

21. **ARTICLE 35 - DURATION:**

The current contract has a Duration clause that anticipates a reopener. The Employer proposes that the successor Agreement that he parties are now negotiating also have a reopener, but that the contract otherwise be a three (3) year contract. The Employer believes a reopener is appropriate given what it describes as the precariousness of the current fiscal situation. The State has yet to finalize its budget, and revenues for the Agency are uncertain. The Union opposes a reopener and proposes a contract with a fixed three year term.

Employer's Proposal:

Section 35.1. This Agreement shall become effective February 1, ~~2002~~ 2005 and shall remain in effect until midnight January 31, ~~2005~~ 2008.

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.~~

Union's Proposal:

Section 35.1: This Agreement shall become effective February 1, ~~2002~~ 2005 and shall remain in effect until midnight January 31, , ~~2005~~ 2008.

~~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:

III. DISCUSSION

Prior to discussing each specific issue, it is instructive to set forth the views of the parties concerning their positions on the economic packages affecting the employees and the Employer. In the *prior* round of negotiations, under the 2003 reopener, the parties reached a tentative agreement, which the Union accepted. However, the Commissioners rejected the tentative agreement, because the economic package exceeded the two percent (2%) overall cost-increase ceiling that the Commissioners had set for non-safety force contracts. The parties returned to the bargaining table and engaged in fact-finding before Mr. Joseph Santa-Emma, who issued a recommendation package within the two percent (2%) ceiling. The parties accepted those recommendations.

In this round of negotiations, the Employer was advised that the Commissioners will once again not accept a tentative agreement, a fact-finding recommendation, or any other economic package that exceeds a two percent (2%) per year overall increase. This two percent (2%) per year ceiling has remained the guideline for non-safety force labor contracts. The only exceptions the Commissioners have made have been where a particular job class warranted an equity increase, because an agency was having great difficulty recruiting candidates or where the Commissioners approved an increase in starting pay to eventually reach a minimum wage of ten dollars (\$10.00) per hour. (The general increases for non-bargaining unit employees have also tracked at 2% per year for the past several years.)

The FCCS has not had any problem recruiting candidates, and does not have any bargaining unit employees making less than ten dollars \$10.00 per hr.

The Arbitrator is mindful that the County Commissioners appoint the members of the Children Services Board. The Children Services Board appoints the Executive Director who, with the approval of the CSB, administers the work of the Agency. The current Executive Director is Mr. John Saros.

Having appointed the Children Services Board, the County Commissioners still have certain responsibilities regarding the Agency. The Commissioners:

1. approve or disapprove the Agency's annual budget;
2. appropriate money to the Agency;
3. decide whether to place levies on the ballot to support children services; and
4. approve or reject any labor contract negotiated by the Agency or recommended by the fact-finder.

The Fact-Finder would encourage the County Commissioners to consider all of the findings of fact and recommendations herein when referring to its guidelines, which the Fact-Finder recognizes as a fiscally responsible measure to keep a balanced budget for Franklin

County. First and foremost the Commissioners should look at the budget upon which the FCCS operates. It is not the County budget, but its own budget created from levy, Federal and State funds. Secondly, the Commissioners need to be mindful of the type of services provided by the FCCS personnel. FCCS personnel are responsible for providing protection and case management services to abused, neglected and/or unruly children, providing support services to the families of such children, placing such children with foster parents, relatives, and residential facilities when necessary, and investigating allegations of abuse and neglect. These services are very important to the community.

Considering the evidence provided, it is the opinion of the Fact-Finder that the issues should be treated in the following manner.

Concerning the proposed language change in the definition of a Grievance, there does not exist sufficient evidence to support a change. While there have been some grievances filed that the proposed language would have prevented, the evidence does not suggest that the current language either encourages the filing of inappropriate grievances or prevent to appropriate resolution of disputes arising from provisions in the CBA.

In regard to the changes in Article 13 concerning Hours of Work, the Fact-Finder would agree with Management that the employees of Franklin County Children Services already enjoy more paid leave than employees covered by the other nine collective bargaining agreements in Franklin County and by the collective bargaining agreements for comparable work in the comparable Ohio metropolitan counties.

The issue of Fringe Benefits is a difficult issue. It is certain that health insurance and other related costs will continue to rise in the next three years. Both parties recognize that the CAP system utilized in the past is not a useful tool by either party in covering costs or benefits. While the parties are willing to seek a mutual solution to this long term problem, such a solution could not be reached in this round of negotiations. As a result, the Fact Finder believes the best solution is to keep the CAP system in place for the time being, but increase the cap modestly to ease the impact on the bargaining unit. In regard to the new proposals concerning the Opt-out insurance incentive and requiring the Employer to pay retirees' PERS payment for health, these new provisions should not be adopted in light of the salary increases that are recommended below.

Allowing an additional Holiday would add additional expense to the Employer at a time when expenses are under great scrutiny. The Fact Finder finds no justification for this increase.

The proposed leave of absence provisions for Union officials should be included in the agreement. The Union representatives should have the opportunity to attend those events enumerated in the proposal and the cost to the Employer is minimal. Furthermore, adding language to the CBA regarding Military Leave in nothing more than the law requires and is beneficial information for the bargaining unit to have at hand in the CBA, which all members receive. These proposed provisions have minimal or no impact on the financial condition of

the Employer.

The Fact Finder finds no basis for increasing the burden on employees to pay for automobile insurance or give up benefits relative to vacations. There is no evidence that this will save the Employer any money but it will increase the burden on the workforce.

On the issue of wages, the Fact Finder finds that the bargaining unit has not kept up with other comparable agencies. As set forth above, not only are the FCCS employees paid less than other comparable agencies, employees of comparable agencies have been given 3% to 4% increases in their latest CBA agreements. The Fact Finder finds from the evidence that a 3% increase in salaries will keep the FCCS employees more in line with other agencies in Ohio and will not have any significant impact on the Employer. The Employer's revenues will continue to increase over the life of this new CBA and it will be able to maintain significant cash reserves (over \$30,000,000).

Because an increase in salaries is recommended, it is recommended that other fringe benefits remain at their current levels, with the exception of modestly increasing the fringe benefit cap as discussed above. This financial theme is carried out in the Fact Finder's recommendations and is reflected in the rejection of numerous Union proposals to increase benefits under this CBA.

While an increase in wages is justified under Ohio law, the requested increases in payment of employees' share of PERS is not. The employer is already paying its share, as well as the employees' mandated share. While a mandated increase will rise from 8.5% to 10% in 2007, the actual results of operations over the next couple of years will dictate whether any further increase would be justified.

Tuition reimbursement should not be drastically changed. The employees are entitled to maintain their current benefits, but it is not unreasonable for the Employer to make sure that the courses in which the employees enroll are from accredited institutions, are relevant to the Agency and the employee remains for a reasonable period of time to retain the reimbursement. Data from other comparable agencies indicates that many agencies require their employees to remain with it for a period of two years. A one year requirement is not unreasonable in light of this. Maintaining the reimbursement opportunities results in better qualified employees at costs that are well within the Employer's ability to pay.

The final issue is relative to Duration. All previous negotiated CBA's were for a full three year period. The Union's proposal returns to the standard of a three year contract. Based upon the good financial condition of the Employer due to the passage of the Levy in 2004, the Employer has not demonstrated any substantive reason why they can not commit to a full three year contract. The evidence supports a recommendation for a three year term.

IV. RECOMMENDATION

It is the recommendation of this Fact-finder that each of the above issues of presented should be treated as follows:

1. ARTICLE 6, GRIEVANCE PROCEDURE

The proposal of the Union should be a part of the Agreement as follows:

ARTICLE 6 – GRIEVANCE PROCEDURE

Section 6.1: A grievance shall be defined as a dispute between an employee(s) and/or the Federation and the Agency concerning the interpretation or application of the terms of this Agreement or the employer's personnel policies.

2. ARTICLE 13 – HOURS OF WORK

The proposal of the Union to change provisions in this Article should not be adopted and the proposal of the Employer to retain the current language should be a part of the Agreement as follows:

ARTICLE 13 – HOURS OF WORK

Section 13.3: Overtime will be granted for Bargaining Unit positions exempt under the Fair Labor Standards Act (pay range 16 and above and workers in the Caseworker classification) at a maximum of four (4) hours per work week for hours actually worked.

Maximum paid overtime will be based on employees actually working up to forty (40) hours service in excess of forty (40) hours in a work week with payment of one and one half (1 ½) times his rate of pay or if the employee elects, compensatory time off at the rate of one and one half (1 ½) times his rate of pay. Any additional authorized overtime, as identified in this Section, will be provided as compensatory time off at the rate of one and one half (1 1/2) hours for each hour worked in excess of forty four (44) hours in a work week unless the employee chooses to receive compensatory time off for the first four (4) hours actually worked in excess of forty (40) hours in the work week, banking up to a maximum of two hundred forty (240) hours. An employee must obtain approval before using compensatory time off. The request for compensatory time off must be in writing

Section 13.4: All clerical staff shall have a scheduled fifteen (15) minute breaks during the morning and afternoon of their work day.

Section 13.8: For purposes of the calculation of overtime, paid holidays during the work week are considered hours actually worked.

3. **ARTICLE 25 - FRINGE BENEFITS**

The following recommendation concerning fringe benefits should be adopted:

ARTICLE 25 - FRINGE BENEFITS

25.1 The Federation and Agency agree to maintain fringe benefits at their current levels. Notwithstanding such agreement, the Federation and the Agency agree to cap costs of the following benefits at 18.0% of salaries (computed on bargaining and non-bargaining salaries together).

Hospitalization

Dental

Prescription Drug, including coverage for birth control prescriptions

Vision

Life: \$50,000 base benefit (though same rates for additional insurance as other County employees

Legal Services

Tuition Reimbursement

Mental health, chemical dependency, and Employee Assistance Program, given there is continuity with the current plans and an adequate provision is made to ensure that employees are not referred to providers with whom they transact Agency business.

Short Term Disability, on the same basis as the non-bargaining employees' program: Covers full-time employees; effective one (1) year after date of hire; after a six (6) week waiting period from the first day of absence related to a disability, the employee receives two-thirds (2/3) of his or her gross wages, up to a weekly maximum of \$500.00. Short term disability benefits are provided for up to six (6) months per disability. An employee may not receive paid sick leave in addition to short-term disability payments.

A joint Labor/Management committee will be established following current negotiations to review the EAP and to make recommendations to the County Commissioners for consideration during the development of the next County Request for Proposals for counseling services.

Full-time employees will be able to apply to purchase additional life insurance in increments of \$10,000 up to a total of \$100,000 additional coverage under our group life insurance plan. A full-time employee can also apply to purchase \$10,000 life insurance for his spouse. It will be necessary for the employee or

spouse to provide information concerning his health and be medically accepted to be eligible for this insurance. Rates are variable according to age.

Section 25.2: The Federation will be provided monthly cost figures and a running total of the surplus or deficit in the cap fund by the Director of Human Resources, who will also work with the Federation by providing any information and/or assistance in developing alternatives to current benefits that will effectively control or limit future cost increases of the above benefits.

Section 25.3: Sixty (60) days prior to the effective date of all general increases in salary (including PERS pickup) during the term of this Agreement, the Agency and the Federation will meet to discuss the alternatives to adjusting or changing these benefits to maintain the cost of these benefits at the agreed upon cap. (The average cost in the preceding twelve (12) months will be used to determine the cost.)

Section 25.4: Any recommendation for changes must be within the realm of possibility for the Agency to implement; that is, it must be legal and authority must exist for the Board to make such changes.

Section 25.5: Any recommendation by the Federation to adjust or change these benefits to keep the cost within the cap (unless the Agency agrees otherwise) must be voted upon by all employees of the Agency. The majority of those employees voting shall determine whether or not such recommendations will be submitted to the Board for consideration.

Section 25.6: If the Agency fails to act on practicable recommendations, which must be presented to the Agency within twenty-five (25) days following the first meeting held pursuant to Section 25.3, the increased costs over the cap of current benefits will be absorbed by the Agency.

...

Section 25.7: If such adjustment(s) (or in the event of no recommendation for adjustment) does not result in a cost reduction below the cap on these benefits, then the cost must be absorbed by: 1) the employee through payroll deduction or 2) reduction in the general increase and/or PERS pickup by that percentage over the cap. If the money paid for the benefits the previous twelve (12) months of any year is less than the amount provided under the cap, the Federation shall advise whether the surplus will be carried over to the next year, will be used to adjust benefits, or will be applied as a general wage increase

...

Section 25.9: In addition to the monies in the Fringe Benefit Cap Fund

provided herein, the Agency agrees to annually add seven thousand one hundred and three dollars (\$7,103.00).

4. **ARTICLE 25 – FRINGE BENEFITS (Section 25.8 Calculation of Cap Amount**

The proposal of the Union to change provisions in this Article should not be adopted and the proposal of the Employer to retain the current language should be a part of the Agreement as follows:

ARTICLE 25 – FRINGE BENEFITS

Section 25.8: For the purposes of determining the salary level to calculate the fringe benefit cap during the term of this Agreement, the salary will be adjusted by eight and one-half percent (8.5%) to reflect the amount paid by the Agency to the Public Employees Retirement System on behalf of the employees.

5. **ARTICLE 25 - FRINGE BENEFITS: [Section 25.10 – Opt-Out Insurance Incentive (new)]**

The proposal of the Union to include a new Opt-Out Insurance Incentive should not become a part of the Agreement.

6. **ARTICLE 25 - FRINGE BENEFITS: EMPLOYER PAY RETIRED EMPLOYEE'S PERS PAYMENT FOR HEALTH (New Section 25.11)**

The proposal of the Union to include a new provision requiring the Employer to pay a retired employee's PERS payment for health insurance should not become a part of the Agreement.

7. **ARTICLE 26 – HOLIDAYS (add new Holiday)**

The proposal of the Union to include a new holiday should not become a part of the Agreement.

8. **ARTICLE 29 – LEAVE OF ABSENCE (Section 29: Union Officials)**

The proposal of the Union to add new language to the Agreement concerning participation by Union officials to attend workshops, conventions, seminars should become a part of the Agreement as follows:

ARTICLE 29 – LEAVE OF ABSENCE

Section 29.10: The Union steward and/or delegate(s) to conventions, conferences, or workshops of the Union shall be granted time off for the purpose of participating in such activities.

Approval of such leave shall not be unreasonably withheld. Such leave shall not exceed a total of eight (8) work days per calendar year.

9. **ARTICLE 29 – LEAVE OF ABSENCE (new Section 29.12 Military Leave)**

The proposal of the Union to add a new section to the Agreement concerning Military Leave should become a part of the Agreement as follows:

Section 29.12: An employee shall be granted leave as required by State and Federal military training and service statutes.

10. **ARTICLE 30 – MILEAGE REIMBURSEMENT**

The proposal of the Employer to include a new section requiring employees to carry certain levels of insurance should not become a part of the Agreement.

11. **ARTICLE 31 – VACATION POLICY (Section 31.3: Vacation for Part-Time Employees):**

The proposal of the Employer to change provisions in this Article should not be adopted and the proposal of the Union to retain the current language should be a part of the Agreement as follows:

ARTICLE 31 – VACATION POLICY

Section 31.3. Those part-time employees who are regularly scheduled to work sixteen (16) hours or more per week shall earn vacation benefits in accordance with Section 31.2 on a pro-rated basis according to the number of hours actually worked.

12. **ARTICLE 31 – VACATION POLICY (Section 31.5: (1) Cash-Out of Personal Leave Days; (2) Scheduling Personal Leave Days:**

The proposal of the Union to change provisions in this Article should not be adopted and nor should the proposal of the Employer to change the Agreement to limit personal leave

days to full-time employees be adopted. The parties should retain the current language in the Agreement as follows:

ARTICLE 31 – VACATION POLICY

Section 31.5: The Agency agrees to grant to each full-time and part-time employee (who is regularly scheduled to work sixteen (16) hours or more per week) and who have been on the payroll for four (4) months or more, four (4) Personal Leave days during the calendar year. (Personal Leave Days will be pro rated in accordance with the normal scheduled hours of work). Such personal reasons may be for legal, financial, or any other purpose. These days are non-accumulative and must be taken during the calendar year. Employees requiring additional days for personal business must take Leave Without Pay or use accrued vacation leave for this time off.

Use of these Personal Leave days requires advance approval of the immediate supervisor in accordance with usual Agency policy and is limited to a minimum of four (4) hours use per occasion.

13. **ARTICLE 32 – WAGES AND SALARY (Section 32.1: Payment of Employees' Share of PERS Contribution):**

The proposal of the Union to change provisions in this Article should not be adopted and the proposal of the Employer to retain the current language should be a part of the Agreement as follows:

ARTICLE 32 – WAGES AND SALARY

Section 32.1: The Agency will pay, at no cost to the employee, eight and one-half percent (8.5%) of the employee's wages to the Public Employees Retirement System as a portion of the PERS payment required of each employee.

14. **ARTICLE 32 – WAGES AND SALARY (Section 32.2: Wages):**

In consideration of both the Employer's and the Union's proposal in light of data submitted, the following language should be a part of the Agreement:

ARTICLE 32 – WAGES AND SALARY

Section 32.2: All employees shall receive a 3% increase added to their base salary each year of this Agreement in the first pay period in February. These increases are reflected in the Pay ranges for each of this Agreement are set forth in Appendix A , B, and C.

15. **ARTICLE 32 – WAGES AND SALARIES (Section 32.4: (1) Union Demand that the Employer Provide Employees Notice of Employees'**

Registration/Certification/Licensure Expiration; (2) Union Proposal for Higher Supplements; and (3) Union Proposal to Add Marriage and Family Therapist Supplement; (4) Union Proposal to Add Supplement for Any Employee with an Advanced Degree)

The proposal of the Union to change provisions in this Article should not be adopted and the proposal of the Employer to retain the current language should be a part of the Agreement as follows:

ARTICLE 32 – WAGES AND SALARIES

32.4 Employees who are able to provide documentation to Human Resources that they have received the following types of licensure and the validity dates of such licensure shall be eligible for a pay supplement, effective within two (2) pay periods after providing the documentation. The employee is responsible for ensuring the licensure is renewed and there is no lapse in the license expiration and renewal dates. The pay supplement is only effective for such periods that Human Resources has written verification of the validity of the license.

Licensed Social Worker (L.S.W) – 2% pay supplement of current rate of pay
Licensed Practical Counselor (LPC) 2% pay supplement of current rate of pay
Licensed Independent Social Worker (LISW) – 4% pay supplement of current rate of pay
Licensed Practical Clinical Counselor (LPCC) – 4% pay supplement of rate of pay

16. **ARTICLE 32 – WAGES AND SALARIES (Section 32.5: On-Call Pay):**

The proposal of the Union to change provisions in this Article should not be adopted and the proposal of the Employer to retain the current language should be a part of the Agreement as follows:

ARTICLE 32 – WAGES AND SALARIES

Section 32.5: In the event the Agency initiates or maintains a practice or policy where an employee is required to make him/herself available to report to work upon being contacted, the method of compensation for being on-call shall be negotiated with the Federation.

17. **ARTICLE 32 – WAGES AND SALARIES (Section 32.7: Obsolete One Time Increase v. New Longevity Provision):**

The proposal of the Union to change provisions in this Article should not be adopted and the proposal of the Employer to delete the current language should be a part of the Agreement as follows:

ARTICLE 32 – WAGES AND SALARIES

Section 32.7: Delete this section.

18. ARTICLE 33 – TUITION REIMBURSEMENT (Section 33.1):

The proposal of the Union to change provisions in this Article should be adopted and should be a part of the Agreement as follows:

ARTICLE 33 – TUITION REIMBURSEMENT

33.1 Employees eligible for tuition reimbursement shall include the following bargaining unit personnel who have passed their initial probationary period:

1. Employees working more than thirty hours averaged per week shall be reimbursed for up to two (2) courses per quarter/semester, but not to exceed eight quarters of courses per calendar year or six courses per calendar year.
2. Part-time permanent employees working less than thirty (30) but more than twenty (20) hours averaged per week shall be reimbursed for up to one (1) course per quarter/semester, but not to exceed four quarters of courses per calendar year or three semesters per calendar year.
3. Intermittent employees, beginning one hundred eighty (180) days after the first day of employment, who work an average of not less twenty (20) hours per week during the period and during the time period in which the course is taken, may be reimbursed for up to one (1) course per quarter/semester, but not to exceed four quarters of courses per calendar year or three semesters per calendar year.

19. ARTICLE 33 – (Section 33.2: Tuition Reimbursement: Eligible Courses):

The proposal of the Employer to change provisions in this Article should be adopted and should be a part of the Agreement as follows:

ARTICLE 33

Section 33.2 Eligible Courses

The following criteria and limits apply:

1. A course must be related to the employee's actual specific job assignment or to a position in the Agency to which the employee aspires. For purposes of this section, the obtaining of basic literacy, a high school diploma, or completion of G.E.D. requirements shall be considered related to every job assignment in the Agency;

2. Basic literacy courses and courses toward completion of high school or GED requirements must be taken at a school chartered by the State Department of Education. College undergraduate and masters level courses must be taken at a college or university authorized by the Ohio Board of Regents and accredited by the North Central Association. Further, to be eligible for reimbursement, all courses of any type must be taken at an institution within the state of Ohio or at an out of state institution with a branch within Ohio. Correspondence courses are not be eligible for tuition reimbursement.

3. Eligibility for tuition reimbursement is limited to undergraduate and masters level courses, basic literacy courses and high school or GED courses.

4. Basic literacy courses and courses toward completion of high school or GED requirements are eligible for 100% reimbursement. College courses in Social Work or Human Services are eligible for 100% reimbursement. All other courses are eligible for 75% reimbursement. Within these restrictions, the maximum reimbursement allowable per employee per calendar year is one half of the full time single semester tuition cost of Capital University for undergraduate studies.

20. **ARTICLE – 33 (Section 33.3 Tuition Reimbursement Procedures):**

The proposal of the Employer to change provisions in this Article should be adopted and should be a part of the Agreement as follows:

Section 33.3. Reimbursement Procedures

Employees must follow these procedures in order to obtain reimbursement:

1. The employee must make application for reimbursement to the Department of Professional Development at least seven (7) days prior to the first day of class to which the employee wishes to enroll and will receive a response as to whether the request for tuition reimbursement was approved within fifteen (15) days of the date of application. Application forms may be obtained from the Department of Professional Development;
2. Upon completion of the course, the employee shall submit the original grade report received for the course to the Department of Professional Development. The employee must receive a letter grade of “C” (or its equivalent) for the course;
3. If the employee has met the requirements of this policy, he shall be reimbursed at the rate not to exceed the credit hour fee charged by

Capital University. Employees shall not be reimbursed for materials. Employees shall not be reimbursed for lost work time under this provision;

4. Employees who participate in the Tuition Reimbursement Program must agree to continue employment with Franklin County Children Services for a minimum of one calendar year, commencing January 1 and ending December 31, for every year in which reimbursed courses were taken. Time worked toward this commitment begins to run only after completion of all courses for which reimbursement is sought and multiple calendar year commitments are consecutive to each other. Should an employee with time remaining on this work commitment subsequently re-enroll in courses qualifying for reimbursement under this policy, time worked toward this commitment is tolled until completion of all courses for which reimbursement is sought. Employees who do not complete the work commitment are required to return the funds received under the Tuition Reimbursement Program upon their separation from the agency. The agency Executive Director has the discretion to excuse any work commitment incurred through the tuition reimbursement program.

21. **ARTICLE 35 - DURATION:**

The proposal of the Union to change provisions in this Article should be adopted and should be a part of the Agreement as follows:

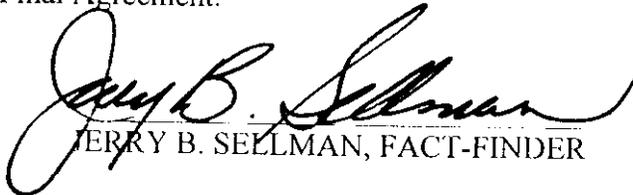
ARTICLE 35 - DURATION

Section 35.1. This Agreement shall become effective February 1, 2005 and shall remain in effect until midnight January 31, 2008.

III. **CONCLUSION**

In conclusion, this Fact-finder hereby submits the above referenced recommendation on the outstanding issue presented to him for his consideration. Further, the Fact-finder incorporates all tentative agreements previously reached by the parties and recommends that they be included in the Parties' Final Agreement.

May 2, 2005


JERRY B. SELLMAN, FACT-FINDER

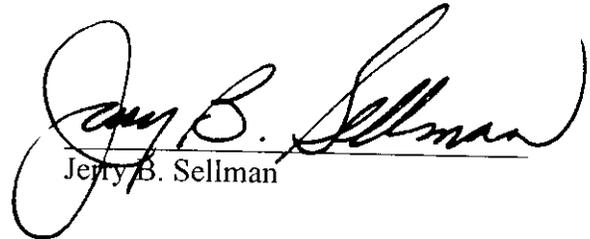
CERTIFICATE OF SERVICE

The undersigned certifies that a true copy of the Fact Finder's Report was sent by First Class Mail on May 2, 2005 to:

SERB
65 E. State Street
Columbus, OH 43215

Mr. Theodore V. Clements
The Clemans Group, Ltd.
1889 Shoshone Dr.
London, OH 43140

Mr. Gary Seigerst
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1471 E. Broad Street
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Jerry B. Sellman