

FACTFINDING

STATE EMPLOYMENT
RELATIONS BOARD

2005 MAY 10 A 11: 22

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD
CASE NO. 05-MED-01-00270029
NORMAN R. HARLAN, FACTFINDER

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
LOCAL 772-AFL-CIO

)
) HEARING: APRIL 28, 2005
)
) REPORT: MAY 9, 2005

AND

WASHINGTON COUNTY CHILD SUPPORT
ENFORCEMENT AGENCY

UNION

TAMARA D. CARSEY, STAFF REPRESENTATIVE, PRESENTING
TAMMY PUGH, ACCOUNTING CLERK III
DENISE HINTON, CHAIR, CASE MANAGER, CHAIR/STEWARD, LOCAL 772
SUE BRINEGAR, CUSTOMER SERVICE REPRESENTATIVE

EMPLOYER

CHARLES A. KING, LABOR RELATIONS DIRECTOR, CLEMANS-NELSON &
ASSOCIATES, INC., PRESENTING
MARGIE A. BRUCE, CSEA DIRECTOR

BACKGROUND

Washington County is located in southeastern Ohio. It is bordered on the east by the Ohio River. It touches Monroe County on the north; Athens County on the southwest; Perry

County on the west and Morgan County. The County Seat, Marietta, is located about one hundred miles east of the State Capitol at Columbus.

The Washington County Child Support Agency (CSEA), Management, the County or the Employer) is responsible for application of Ohio Law relative to assisting individuals entitled to be paid child support. It is one of a number of County Agencies. Funding for the Agency is under the authority of the County Commission.

The Agency has been Party to a COLLECTIVE BARGAINING AGREEMENT (CBA) with the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, COUNCIL 8 and LOCAL 772 for some twenty years. The bargaining unit (BU) includes the Job Titles of Case Manager, Accounting Clerk I, II, and III, Data Entry Technician/Accountant, Receptionist, Legal Secretary, Customer Service Representative, and Clerk. In April, 2005, the BU numbered sixteen (16).

The most recent CBA covers the period "April 1, 2000 through March 31, 2003 with extensions through March 31, 2003." The Parties filed a NOTICE TO NEGOTIATE under Ohio Revised Code (ORC), 4117.14, which was received by the STATE EMPLOYMENT RELATIONS BOARD (SERB) January 13, 2005. The Parties engaged in collective bargaining and reached tentative agreement upon all provisions except a Signing Bonus. They were unable to reach final agreement and under ORC-4117.14(C)(3) AFSCME and the AGENCY selected the undersigned as the Fact-Finder to assist in reaching agreement on a Successor CBA. Under ORC-4117.14(C)(3) and ORC-4117.14(C)(4)(a) (b) and (c) a Hearing was set for April 28, 2005; 10:00 a.m. at the Washington County Courthouse in Marietta. As required by

SERB under ORC-4117.14(C)(3)(a) each Party submitted its version of unresolved Issues and its positions. The Documents were received by the Fact Finder Monday, April 25, 2005 which afforded sufficient time for them to be thoroughly studied.

DISCUSSION

The Factfinder spoke briefly with the Parties in an informal setting. They submitted appearance sheets. They were advised the Submissions had been examined in detail more than once. Inasmuch as there was conflicting information, particularly concerning unresolved Issues, the Fact Finder raised this question at the onset of the Hearing. It was pointed out that one of the Submissions sent by the Employer shows the Parties had reached Tentative Agreement (TA) on a number of Articles, shown infra. The Union confirmed that the Document is authentic and in fact Management and AFSCME had indeed signed-off, or "TA'd" the Articles as shown in the Document. The Hearing was recessed and the Fact Finder spoke privately with the advocates. The Parties were advised he would review this conversation with the other attendees when the Hearing was reconvened. The Union reaffirmed that the Articles appearing in the Document had been "TA'd" and one Issue remained; a Signing Bonus. The Advocates were advised it is the Fact Finder's Policy not to 'sneak up' on the Parties if a REPORT is written. It was explained he believes this is the professional and proper manner to conduct Fact Finding. At the conclusion of the discussion with the Advocates it was agreed by Management and the Union:

- a. The Employer's submission, TAB-5, accurately reflects; "We TA'd all of the Articles except the Signing bonus." Tamara Carsey, AFSCME and Charles King, for the Agency.
- b. Management had offered a Signing Bonus of \$200.00 (two hundred dollars). This was withdrawn after the Union indicated it intended to re-open bargaining rather than complying with the signed TA's.

SUMMARY

The bargaining history between the Parties was discussed initially during the Hearing. The importance of credibility was discussed and the Fact Finder stressed its importance in both the short run and the long run. The Parties participated freely, professionally and candidly. The Fact Finder repeated what had been discussed privately with the advocates. In discussing credibility, he emphasized once the collective bargaining process is completed Management and the bargaining unit employees continue working together in order to serve the public.

The Record shows without dispute that AFSCME and the Agency reached Tentative Agreement (TA) and signed-off on the following provisions:

ARTICLE 11 - PERSONNEL FILES AND JOB DESCRIPTIONS

/s/ 23 Feb. 06

EMPLOYER

Margie A. Bruce
Charles A. King

UNION

Tamara D. Carsey
Tammy Pugh

ARTICLE 14 - LAYOFF AND RECALL PROCEDURES

/s/ 15 Mar. 05

Same Signees for the Union and the Agency

ARTICLE 17 - HOURS OF WORK AND OVERTIME

/s/ 15 Mar. 05

Same Signees for the Union and the Agency

ARTICLE 18 - WAGES

/s/ 15 Mar. 05

Same Signees for the Union and the Agency

ARTICLE 22 - INSURANCE

/s/ 23 Feb. 05 & 15 Mar. 05

Same Signees for the Union and the Agency

ARTICLE 23 - ANNUAL LEAVE/EXTENDED ILLNESS LEAVE

15/Mar. 05

Same Signees for the Union and the Agency

ARTICLE 24 - BEREAVEMENT LEAVE

23 Feb. 05 - 15 Mar. 05

Same Signees for the Union and the Agency

ARTICLE 28 - TRAVEL AND MEAL ALLOWANCE

/s/ 15 Mar. 05

Same Signees for the Union and the Agency

ARTICLE 31 - JOB TRAINING

15 Mar. 05

Same Signees for the Union and the Agency

ARTICLE 33 - DURATION OF AGREEMENT

15 Mar. 05

Same Signees for the Union and the Agency

UNRESOLVED ISSUE

Signing Bonus: The Employer offer of \$200.00 (two hundred dollars) was rejected by the Union.

CONCLUSIONS, RECOMMENDATIONS
AND REASONING

- I. The Fact Finder recommends all of the Articles to which the Parties taentatively agreed (TA'd) be accepted by the Parties.

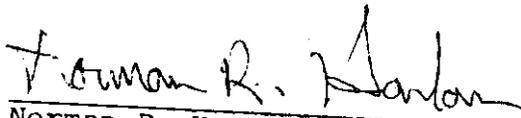
REASONS

The hard work and the efforts by the Union and the Agency in reaching the tentative agreements is a prime example of free collective bargaining and bargaining in good faith. An attempt by a Party to renege in the face of such work and tentative agreement undermines the CBA and the ORC. And importantly, such conduct often has a continuing effect upon future bargaining and also upon the workplace on an ongoing basis; day-to-day, week-to-week and month-to-month. Further, residual problems have the potential for distracting the Agency from its mission.

II. The Fact Finder recommends the acceptance of the Employer's Signing-bonus offer of \$200.00 (two hundred dollars).

REASON

Considering the flexibility shown in the bargaining related to the entire COLLECTIVE BARGAINING AGREEMENT the Signing-Bonus offer of \$200.00 is a fair offer.



Norman R. Harlan, Fact Finder

Steubenville, Ohio

May 9, 2005

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