

**STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD**

2005 OCT 21 A 11: 21

**October 20, 2005**

In the matter of Fact-Finding between

**MONTGOMERY COUNTY BOARD OF MR/DD**

**and**

**COUNCIL 20 OF PROFESSIONALS GUILD  
OF OHIO**

)  
) Case # 05-MED-04-0505  
)  
)  
)  
)  
)

FACT FINDER: E. William Lewis

**APPEARANCES**

For the Employer:

- Mr. Davis S. Kessler Advocate—President, Dublin Management Group Limited
- Mr. Rich Bourgault Senior Consultant, Dublin Management Group Limited
- Mr. Timothy E. Klagge Director of Human Resources, Montgomery County MR/DD

For the Union:

- Mr. E. Gary Seigerst Advocate—Executive Director, Professionals Guild Of Ohio
- Ms. Christine J. Doerfler Organizing Director, Professionals Guild Of Ohio
- Ms. Ronald Bonner Chief Steward/Transportation Aide
- Ms. Gertrude Freeman Transportation Operator
- Mr. Larry McPherson Operator II
- Mr. Duane Rucker Union President

## **INTRODUCTION**

In compliance with ORC Section 4117.14 (C)(3) and related rules and regulations, E. William Lewis was selected as the Fact Finder in the previously referenced case and duly appointed by the State Employment Relations Board. October 10, 2005 was established as the hearing date and the parties timely filed the required pre-hearing statements. The matters before the Fact Finder are for consultation and recommendation based on merit and fact finding according to the provisions of ORC 4117.

In the pre-hearing filings one or more of the parties identified the following issue and or contractual provisions as being unresolved:

### **ARTICLE 41                      WAGES**

#### **BACKGROUND**

This case evolves out of a collective bargaining dispute between the Montgomery County Board of MR/DD, hereinafter known as the Employer, and Council 20 of the Professionals Guild of Ohio, hereinafter known as the Union. The Montgomery County MR/DD provides a variety of services related to the care, training and education of individuals, in Montgomery County, with mental retardation and/or developmental disabilities.

The Professionals Guild represents a bargaining unit of approximately 118 employees in the Board's Transportation Department. The bargaining unit is composed of approximately sixty three (63) Vehicle Operator II's, fifty (50) Vehicle Operator Aides (29-full time, 21 part time), one (1) Dispatcher and three (3) Auto Mechanics.

The initial contract agreement became effective July 1, 2003 with an expiration date of June 30, 2006. The parties further agreed to re-openers on certain issues to be effective July 1, 2004 and July 1, 2005. The July 1, 2005 re-opener is before the fact finder and involves wages only, specifically Article 41 of the CBA.

There were a number of negotiating sessions between the parties over a period of several months which included the assistance of a SERB appointed mediator.

The format of this report will be to list the article followed by a brief review of the position of each party and a discussion indicating a mediated settlement. My recommendation will be the mediated settlement accompanied by the appropriate contract language reflecting the agreed to changes.

## **ARTICLE 41        WAGES**

### **Employer's Position:**

Modify ARTICLE 41 pertaining to wages as follows:

- a) Continuation of the current salary schedule including a 2% step increase (if available to them – see following);
- b) One time lump sum payment of \$150.00 for individuals who, on July 1, 2005, are at step “T” (top of salary schedule) of the current salary schedule and who remain employed on the execution date of the 2005 re-opener;
- c) One-time lump sum of \$150.00 for all full-time individuals who, on July 1, 2005, are not at step “T” (top of salary schedule) of the current salary schedule and who remain employed on the execution date of the 2005 re-opener; and
- d) One-time lump sum payment of \$75.00 for all part-time individuals who, on July 1, 2005, are not at step “T” (top of salary schedule) of the current salary schedule and who remain employed on the execution date of the 2005 re-opener.

**Union's Position:**

**ARTICLE 41. WAGES**

Section 41.1. All employees will be given a 4% wage increase retroactive to July 1, 2005, over their current rate of pay exclusive of shift differential and be placed on the salary schedule below, retroactive to July 1, 2005.

Section 41.2. Each step of the salary schedule is a two (2%) increase over the previous step as provided in Appendix A.

Section 41.3. Employees advance one (1) step on the salary schedule on the contract anniversary. All employees shall be given the step increase of two (2%) retroactive to July 1, 2005, for the program year 2005-2006.

Section 41.4. Shift differential for all second shift employees is \$.25 per hour.

Section 41.5. This Article is subject to a re-opener as indicated in Article 44 of this Agreement for the 2005 contract year.

**Fact Finder's discussion and recommendation:**

Mediated agreement between the parties. ARTICLE 41----Wages, as follows:

Section 41.1. The existing schedule shall remain in place for the remainder of the contract.

Section 41.2. Each step of the salary schedule is a two (2%) increase over the previous step as provided in Appendix A.

Section 41.3 Employees shall advance one (1) step on the salary schedule on the contract anniversary. For 2005, step increase shall be paid retroactive to July 1, 2005.

Section 41.4. Shift differential for all second shift employees is \$.25 per hour.

Section 41.5. Upon ratification, all full-time employees classified as vehicle

operator II, dispatcher, and mechanic as of October 10, 2005, shall receive a “one-time” lump sum payment in the amount of \$525.00. Part-time employees in these classifications shall receive a “one-time” lump sum payment in the amount of \$262.50.

Section 41.6 Upon ratification, all full-time employees classified as courier, and vehicle operator aide as of October 10, 2005, shall receive a “one-time” lump sum payment in the amount of \$425.00. Part-time employees in these classifications shall receive a “one-time” lump sum payment in the amount of \$212.50.

Section 41.7 Upon ratification, the parties agree that sections 41.5 and 41.6 of this Article shall be paid in separate checks.

### SUMMARY

The Fact Finder recommends the mediated agreements as enumerated herein. In addition, all agreements previously reached by and between the parties and tentative agreed to are hereby incorporated by reference into this Fact Finding Report, and should be included in the resulting Collective Bargaining Agreement.

The Fact Finder commends the parties for their in reaching this agreement. It is my hope that the parties will adopt these mediated settlements and use this agreement to help continue the development of a positive labor-management relationship.

Respectfully submitted and issued this 20<sup>th</sup> day of October, 2005 in Columbus, Ohio.



E. William Lewis  
Fact Finder