

Factfinding Report and Recommendation  
in the matter of Fact-finding between

STATE EMPLOYMENT  
RELATIONS BOARD  
2008 JUN 11 A 11:54

AFSCME Ohio Council 8 Local 2719

and

Scioto County Children's Services Board

SERB Case No.: *07*- MED-05-0578

Marcus Hart Sandver, PhD

Factfinder

Hearing Date: May 16, 2008  
Report Issued: June 10, 2008

Representing the Employer:

Mr. Kenneth L. Edsall  
Clemans, Nelson & Associates, Inc.  
6500 Emerald Parkway  
Suite 100  
Dublin, Ohio 43016

Representing the Union:

Ms. Sandra S. Shonborn  
Staff Representative  
AFSCME Council 8  
36 South Plains Road  
The Plains, Ohio 45780

I. Introduction.

This case arises out of a collective bargaining dispute between Scioto County Children's Services Board (the Employer) and AFSCME Ohio Council 8 (the Union) regarding the negotiation of an initial labor agreement between the two parties. The Union was certified by SERB as the bargaining agent for the 23 employees in the bargaining unit on April 17, 2007. The Union filed the notice to negotiate with SERB and the Employer on May 1, 2007. On June 20, 2007 SERB appointed Mr. Tony Naess to mediate the negotiations. In total the parties met 15 times for purposes of negotiating. On February 26, 2008 the Union notified SERB and the Employer that an impasse had been reached in the negotiations. On March 13, 2008 SERB notified the parties that Marcus Hart Sandver had been appointed (by mutual agreement of the parties) as the Factfinder to the dispute. Through mutual agreement of the parties, May 16, 2008 was chosen as the date for the Factfinding hearing.

II. The Hearing

The hearing was convened at 10:20 AM on May 16, 2008 in the conference room of the Scioto County Children's Services Board at 3940 Gallia Street in New Boston, Ohio. The parties were notified by the Factfinder that the hearing and the report would be conducted and prepared in accordance with the revised SERB Factfinding Hearing and Report Guidelines (2008). The parties were further notified that all issues tentatively agreed to by the parties in negotiations (and thus not addressed in the report) would be considered as resolved and incorporated in this report. In attendance at the hearing for the Employer were:

1. Mr. Kenneth Edsall Consultant – Clemans, Nelson & Associates
2. Ms. Lisa Wiltshire Executive Director – Scioto County Children’s Services (SCCS)
3. Mr. Brian Butcher

In attendance at the hearing for the Union were:

1. Ms. Sandra Shonborn Staff Representative – AFSCME Ohio Council 8
2. Mr. Joshua Carver SCCS Investigator
3. Ms. Pam Hensley SCCS Case Worker II
4. Ms. Lesley Jordan SCCS Case Worker II

2. The parties were asked to produce exhibits into the record. The Employer and the Union each produced multi-tabbed loose leaf binders into evidence and they were marked Employer Exhibit # 1 and Union Exhibit # 1 respectively. Each party made brief opening statements. The hearing then turned to a discussion of the unresolved issues.

### III. The Issues.

#### A. Issue One – Section 3.10 Fair Share Fee.

##### 1. Union Position.

The Union position on this issue is that Section 3.10 of the Collective Bargaining Agreement provide for the payment of a Fair Share Fee by the members of the bargaining unit to the Union. In support of its position the Union cites a number of collective bargaining agreements negotiated in Scioto County involving AFSCME representing a variety of

bargaining units (Union Exhibit # 1, Tab A) including Portsmouth City Employees, Portsmouth City Dispatchers, Portsmouth City Auditors, Portsmouth City Board of Education, Scioto County Highway Department, Scioto Water Inc., and Scioto County Department of JFS. In addition, the Union cites collective agreements negotiated in surrounding counties e.g. Lawrence, Pike, Vinton, Jackson and Gallia all of which include the fair share provision.

2. Employer Position.

The Employer position on this issue is that the fair share fee is unnecessary because 100% of the members of the bargaining unit already belong to the Union. In addition, the Employer objects to the Union's language in Section 3.6 which provides for bi-weekly payment of the fair share fee. The Employer proposes that the fee be paid twice monthly.

3. Discussion.

The Union's documentation of the prevalence of the fair share fee in the agreements it has negotiated in Scioto County and surrounding counties is quite persuasive. The fair share fee is common in public sector collective agreements in Ohio. I would recommend that it be included in this agreement.

4. Recommendation.

That Section 3.10 as proposed by the Union be included in the collective agreement. It is further recommended that the Employer language in Section 3.6 of the agreement providing for twice monthly deduction of the fair share fee be included in the agreement.

B. Issue Two – Article 7, Stress Days.

1. Union Position.

The Union position on this issue is that employees who are on-call shall receive one stress day for each seven days on call. The Union position on this issue is that on some occasions employees may be in on-call status (24/7) for as many as 30 days without a day off.

2. Employer Position.

The Employer position on this issue is that stress days are unnecessary. The Employer representative pointed out to the Factfinder that employees may take a personal day if they feel excessive stress from repeated days in on-call status. In addition, the Employer representative emphasized his opinion that this would be a cost item for the Board involving an additional 10 days of leave in total for the 5 investigators who are subject to being in on-call status.

3. Discussion.

I can see where being “on-call” would subject someone to work related stress. On the other hand, I can see the Employer’s point that these “stress days” are a cost item and that they might exacerbate the staffing

problems the Board already faces. In addition, the Employer representative pointed out to the Factfinder that the Union cites no comparables in other county agencies, for the stress days.

4. Recommendation.

That Article 7 Stress Days not be included in the collective agreement.

C. Issue Three – Article 10, Job Bidding and Transfer.

1. Union Position.

The Union's proposal for language in Article 10 is in four sections. In Section 10.1 the Union proposal defines when a vacancy exists. In Section 10.2 the Union proposal specifies posting requirements and identifies the criteria the Employer must use in filling the position. In Section 10.3 the Union proposal addresses the issue of how employees are to be reassigned to their former position if they are unsuccessful in the promotional position. In Section 10.4 the Union proposal addresses the issue of temporary transfers.

In support of its position, the Union cites contract language from a number of collective agreements including Jefferson CSB, Trumbull County CSB, Greene County CSB, Guernsey County CSB, Lawrence County JFS, Lawrence County Child Support Unit, Scioto County Sanitary Engineers, Scioto County JFS and the City of Portsmouth.

2. Employer Position.

The Employer position on this issue is also divided into four sections. In Section one the Employer addresses the issue of posting and the right of the employer to determine if a vacancy exists or not. In Section two the criteria for selecting the employee to fill a vacancy are specified. In Section three the Employer's language requires that a promotional employee be given a minimum 3.5 percent wage increase. In Section four the Employer proposal addresses the issue of temporary transfers. In support of its position, the Employer includes job vacancy and transfer language from agreements negotiated by Scioto County JFS, Guernsey CSB, Jefferson CSB, and the Scioto County Sheriff.

3. Discussion.

It is interesting that both the Union and the Employer cite Jefferson CSB and Guernsey CSB agreements in support of their positions. In reviewing the comparables, and especially those cited by both parties in support of their positions, I find the employer position most persuasive on this issue. In particular, I cannot find any agreement cited by the Union as placing such weight on seniority in filling a vacancy as the Union is proposing in Section 10.2 of its proposal. In addition, the employer's right to determine if and when a vacancy exists is stated in the first sentence of almost every agreement cited by both the employer and the union. I agree with the employer that this language belongs in Section 10.1 of the job vacancy and transfer article.

4. Recommendation.

That the employer proposal for Article 10 Job Vacancy and Job Transfer be incorporated in the collective bargaining agreement. I find that the employers proposed language in Article 10 gives the employer the flexibility necessary in determining if a vacancy exists and provides for the most common criteria used in filling vacancies.

D. Issue Four – Article 12, Hours of Work/Overtime.

1. Union Position.

The Union's position on this issue is addressed in nine sections. Section one defines the regularly scheduled work week. Section two requires overtime pay for all work that exceeds 40 hours in a week or 8 hours in a work day. Section three provides for flextime for starting and stopping of the work day. Section four provides for equalization of overtime. Section five provides for the issue of refusing overtime. Section six provides for two fifteen minute breaks and for a half hour lunch break. Section seven discusses compensatory time and allows for the accumulation of 120 compensatory time hours. Section nine proposes a pilot program for a four day ten hour work week program.

In support of its position, the union includes hours and overtime language for Jefferson County CSB, Trumbull County CSB, Greene County CSB, Guernsey County CSB, Lawrence County JFS, Lawrence

County Child Support, Scioto County Sheriff, Scioto County Engineers, Scioto County JFS and the City of Portsmouth.

2. Employer Position.

The employer position is outlined in eleven sections of Article 12. Sections one and two define the normal hours of work. Section three defines the work week. Section four provides for overtime for work in excess of 40 hours in a work week. Section five provides for overtime only for hours actually worked. Section six gives the employer the right to mandate overtime. Section seven requires employer approval for employees to work overtime. Section eight provides for a one-half hour unpaid lunch break. Section nine provides for two fifteen minute breaks and requires employees to clock in and out for lunch breaks and for employees to sign in and out for breaks. Section ten allows for the accumulation of 80 hours of compensatory time. Section eleven provides for the equalization, when possible, of overtime opportunities.

In support of its position, the employer provides language from the Scioto County CSB personnel policy and procedure manual, Scioto County MRDD, and Guernsey County CSB.

3. Discussion.

There was considerable discussion of this issue at the hearing. Interestingly, in looking over the comparables cited by the parties, I can find support for the union flextime proposal (section three) in the current

Scioto County CSB Policy and Procedures Manual, and in the Lawrence County Child Support Agreement. I find support for the union's proposal 4/10 work week in the Scioto County JFS Agreement. I also find support for the employer's proposal for time clocks in the Scioto County JFS Agreement as well (Section 14.7B). Almost all the agreements cited by both parties provide for equalization of overtime opportunities. The Scioto Sheriff's Agreement and the Scioto JFS Agreement both provide for 80 hours accumulation of compensatory time.

4. Recommendation.

For Section 12.1 and 12.2, I recommend the employers proposed language. For Section 12.3, I recommend a combination of the employers proposed language regarding the forty hour work week and the union's language in 12.3 regarding flextime. For Sections 12.4, 12.5, 12.6, 12.7, and 12.8, I recommend the employers proposed language. In Section 12.9, I would recommend the employers language in paragraph one. I would recommend the deletion of the language in paragraph two which makes any reference to a time clock (sentences two and four of paragraph two). I would recommend the employers language in Section 12.10 regarding the accumulation of 80 hours of compensatory time. I would recommend the employers language in Section 12.11 regarding the equalization of overtime.

E. Issue Five – Article 21, Holidays.

1. Union Position.

The union position on this issue is that the agreement provide for twelve designated holiday days; specifically increasing the ½ day for Christmas Eve to a full day. In support of this position, the union cites language from agreements in Jefferson County CSB, Greene County CSB, Guernsey County CSB, Lawrence County JFS, Lawrence County Child Support, Scioto County Sheriff, Scioto County Engineers, Scioto County JFS, and the City of Portsmouth.

2. Employer Position.

The employers position on this issue is to maintain the current 11 ½ holidays and to provide a provision in Section 23.4 that employers on unpaid status the work day before the holiday and or after the holiday will not be paid for the holiday. The employer cites SERB Clearinghouse benefits data which shows that the Adams and Guernsey County CSB contracts provide for 11 holidays. The Scioto County MRDD provide for 10 holidays. The SERB data also shows that the Scioto County Sanitary Engineers, the Sheriffs, the Engineers and JFS contracts all provide for 12 paid holidays.

3. Discussion.

The supporting documents show pretty clearly that 12 paid holidays are the norm in labor agreements in Scioto County including a full day for Christmas Eve. The data are mixed regarding the employers proposed language in Section 23.4 requiring that an employee be in paid status the work day before and or after the holiday to receive holiday pay.

4. Recommendations.

That named holidays be increased from 11 ½ to 12. That employer language regarding an employee to be in paid status the day before and or after the holiday not be adopted.

F. Issue Six – Safety and Health, Article 24.

1. Union Position.

The union position on this issue is addressed in twelve sections. The preamble to Section 24 establishes the employer's responsibility for the safe and proper care of buildings, equipment and employees. Section 24.1 addresses the issue of personal protective equipment. Section 24.2 provides employee access to MSD sheets and personal medical records. Section 24.3 establishes the employer's responsibility to enforce OSHA regulations. Section 24.4 allows an employee to submit a grievance regarding safety issues to arbitration after receiving a response to his grievance from another agency. Section 25.5 requires that the employer to furnish first aid kits at all facilities. Section 25.6 requires posting of

emergency procedures. Section 25.7 allows the Labor/Management Committee to develop procedures for response to medical and physical emergencies. Section 24.8 recognizes the importance of the “buddy system” in home visits. Section 24.9 requires that employees working on V.D.T.’s be allowed a 15 minute break from working on V.D.T.’s for every hour worked on a V.D.T. that exceeds four hours. Section 24.10 requires proper ventilation and temperature of all facilities. Section 24.11 requires that the employer furnish vaccinations for T.B., flu, Hepatitis B and pneumonia. Section 12.2 provides for a Safety Committee comprised of 3 representatives of the employer and 3 representatives of the union

In support of its position, the union cites language from agreements negotiated in Jefferson County CSB, Trumbull County CSB, Lawrence County DFS, Lawrence County Child Support, Scioto County Sanitary Engineering, Scioto County Engineers, Scioto County JFS and the City of Portsmouth.

2. Employer Position.

The employer position on this issue is addressed in five sections. Section 24.1 makes safety the joint responsibility of both parties. Section 24.2 allows an employee to refuse to work under conditions that pose an imminent danger to his or her safety or health. Section 24.3 details the jurisdiction of the Safety Committee. Section 24.4 does not allow an employee to submit a safety grievance to arbitration if he or she has

sought redress of this grievance before another county agency. Section 24.5 requires that the Safety Committee meet at least once quarterly.

3. Discussion.

The employer representative was quite detailed in his criticism of the union's proposal on safety and health at the hearing. Specifically the employer representative was critical of the idea expressed in the union's proposal that employee safety and health is solely the employer's responsibility rather than a joint responsibility. The employer representative also objected to what he regarded as ambiguous language in several parts of the union proposal (e.g. Section 24.10 Proper Ventilation and Temperature).

In looking over the union's documentation, I can find little support for its position that the employee safety and health is the sole responsibility of the employer; almost every agreement cited by the union identifies employee safety and health as a shared responsibility of the union and the employer. Further, I can find only one agreement that supports the union proposal that the employer furnish employees with vaccinations that the union specifies in its proposed Section 24.11 (Lawrence County Child Support). While I agree that vaccinations may be in the best interest of the employer and the employees, there is a cost issue to consider as the employer representative pointed out at the hearing.

4. Recommendation.

That the employer language regarding Health and Safety, Article 24 be included in the collective bargaining agreement in its entirety.

G. Issue Seven – Insurance, Article 23.

1. Union Position.

The union's position on this issue is developed in five sections. Section 23.1 limits the employee monthly contribution to health insurance premiums to \$15.00 per month for single coverage and \$30.00 per month for family coverage. Section 23.2 gives the employer the right to chose the health insurance provider. In Section 23.3 the union proposal would provide the AFSCME Care Plan covering Dental 2, Vision<sup>3</sup>, Hearing, Prescriptions and Life to employees paid by the employer. In Section 23.4 the union proposal would provide for professional liability insurance to be provided by the County to the employees. In Section 24.5 the union proposal would require the employer to pay the difference in cost between personal rates of automobile insurance and business use rates for those employees who arc required to transport clients in their personal vehicles.

In support of its position, the union cites language from bargaining agreements for Jefferson County CSB, Trumbull County CSB, Greene County CSB, Lawrence Count JFS, Lawrence County Child Support, Scioto County Sheriff, Scioto County Sanitary Engineering, Scioto County Engineer, Scioto County JFS and the City of Portsmouth.

2. Employer Position.

The employer position on this issue is to offer the bargaining unit employees the same health/dental/vision/life insurance package as it offers the non-bargaining unit employees. At the present time the employer pays \$1,386 per month of the premium for family coverage and the employee pays \$205. For single coverage, the employer pays \$605 per month and the employee pays \$78. This amounts to an 85/15 split of the premium between the employee and the employer.

3. Discussion.

As expected, the comparables for health insurance coverage vary widely from bargaining unit to bargaining unit. At the high end of the spectrum, the City of Portsmouth pays 100% of the health insurance premium plus the total cost of the AFSCME Care plan. For the Scioto County JFS, the employee pays \$30 for family coverage per month and \$15 per month single coverage for health insurance plus the AFSCME Care plan. For the Scioto County Engineer, the employee pays \$60 per month family coverage, \$30 per month for single coverage for health insurance plus AFSCME Care plan. For the Scioto County Sanitary Engineer, the employer pays \$1,171 per month of the premium for family coverage and \$422 per month for single coverage. For the Scioto County Sheriff, the employer pays \$1,204 for family coverage and \$491 per

month for single coverage. For the Lawrence County JFS and Child Support Unit, the employer pays 100% of the premium for a health insurance bank system and AFSCME Care Plan. In Greene County CSB, there is an 80/20 employer/employee premium share. For the Trumbull County CSB, the employee contribution to premium varies from \$30-50 per month for single coverage and \$60-100 per month for family coverage depending on the coverage chosen.

The employer responses to the union proposal mainly focused on the cost of the union proposal. The employer estimated that the increased cost of the unions proposal for a \$30 per month family premium and a \$15 per month single premium from the current 85/15 split to be over \$32,000. The estimated cost of the AFSCME Care Plan, paid 100% by the employer was about \$15,000.

4. Recommendation.

I would recommend the employer position on this issue. Insurance benefits vary widely from group to group even within the same county because of the trade off between insurance benefits and other types of benefits and wages. The current 85/15 premium split results in the employee paying \$205 per month for family coverage and \$78 per month for single coverage. I would consider this benefit slightly below average for other comparable units, but by no means unacceptable or inadequate. In these uncertain economic times an 85/15 premium split is not

outrageous or unusual. Perhaps when county finances improve something can be done to reduce the premium borne by the employee. At the present time, I would recommend the employers position.

H. Issue Eight – Wages, Article 38.

1. Union Position.

The union position on this issue is to adopt Appendix A and B of its wage schedule (Section 36.1) and to institute a longevity pay system equal to a 2 ½ percent increase after 5 years of service and ½ percent increase for each year thereafter (Section 36.2). In support of its position, the union cites wage data from Jefferson County CSB, Trumbull County CSB, Greene County CSB, Guernsey County CSB, Lawrence County DFS, Lawrence County Child Support, Scioto County Sheriff, Scioto County Sanitary Engineering, Scioto County Engineer, Scioto County DFS, and the City of Portsmouth.

2. Employer Position.

The employer position on this issue is to offer a 40 cents per hour increase upon the signing of the agreement, a 35 cents per hour increase on the first anniversary date of the agreement, and a 35 cents per hour increase on the second anniversary date of the agreement. These increases would be equivalent to a 2.5 percent increase in the first year, a 2.2

percent increase in the second year and a 2.1 percent increase in the third year for the average case worker who is paid \$15.87 per hour currently.

3. Discussion.

The comparison of wage rates from one county to another and from one bargaining unit to another is difficult for an agency like Children's Services. Employee's wages vary depending on level of education, longevity and past merit. One bit of information that came out in the hearing was that the employees have not had an across the board wage increase since 2005, although individuals may have received merit increases during this time. In reviewing the union's comparability data all of the units cited some type of across the board increase ranging from 2 percent to 3 percent per year in 2006 and 2007.

The county in its presentation on this issue provided elaborate cost projections for various raise scenarios, but never raised the issue of inability of pay. The County never responded directly to the union's proposal for longevity pay, but I noticed that Lawrence County DFS and Child Support, and Scioto County DFS had similar longevity systems to what the union is proposing. Based on the fact that the last across the board increase was in 2005 for 30 cents per hour (about a 2 percent increase), I am recommending a four percent (4%) increase in 2008, retroactive to March 1, 2008, a four percent (4%) increase in 2009 and a three point five (3.5%) percent increase in 2010. Further, I am

recommending the union longevity pay proposal capped at 10% after 20 years of service.

4. Recommendation.

Section 36.1 Effective March 1, 2008, the employees shall receive a 4 percent increase in their hourly wage rate. Effective March 1, 2009, the employees shall receive a 4 percent increase in their hourly wage rate. Effective March 1, 2010, employees shall receive a 3.5 percent increase in their hourly wage rate.

Section 36.2, Longevity Pay. Effective on the date of this Agreement, all bargaining unit employees who have completed five years of service shall receive, in addition to their base hourly rate of pay, a longevity pay supplement as follows:

Beginning on the first day of the pay period within which the employee completes five (5) years of total services with the Employer, each employee shall receive an automatic salary adjustment equivalent to two and one-half percent (2 ½%) of the classification salary rate to the nearest whole cent. Each employee shall receive thereafter an annual adjustment equivalent to one-half of one percent (1/2%) of his/her classification salary rate, to the nearest whole cent, for each additional year of qualified employment. Longevity increases are capped at 10% of the employee's classification salary rate.

The granting of longevity adjustments shall not be affected by promotion, demotion or other changes in classification held by the employee, nor by any change in pay range for his/her class. Longevity pay adjustments shall become effective at the beginning of the pay period within which the employee completes the necessary length of service. Time spent on authorized leave of absence shall be counted for this purpose.

I. Issue Nine – Duration, Article 38.

1. Union Position.

The Union is seeking a 3 year agreement with retroactivity.

2. Employer Position.

The employer is seeking a three year agreement with no retroactivity.

3. Discussion.

The issue that is most affected by the retroactivity language is wages. On the one hand, you might argue that a 4 percent wage raise isn't really a 4 percent wage raise unless it is paid for 12 months, thus arguing for retroactivity until January 1, 2008. On the other hand, you can argue that the parties did not reach impasse in negotiations until February 26, 2008, and the some issues were still being settled as late as the Factfinding hearing in May of 2008, thus recommending no retroactivity. I would recommend a middle ground and make the agreement retroactive to March 1, 2008.

4. Recommendation.

Section 38.1. This Collective Bargaining Agreement shall remain in full force and effect from March 1, 2008 to February 27, 2011 inclusive.

Notice to negotiate a successor agreement shall be given by either party no sooner than one hundred (120) days, but not later than sixty (60) days prior to the expiration date of this Agreement.

Discussions will begin no later than sixty (60) days prior to the expiration date of this Agreement.

Section 38.2. The date, time, place and other conditions for negotiating sessions shall be established by mutual agreement between the parties.

Section 38.3. This agreement shall be binding upon both parties hereto together with their respective successors and assignees for the duration of this Agreement.

J. Issue Ten – Donation of Leave Time, Article 25.

1. Union Position.

The union position on this issue is stated in six proposed sections of Article 25 of the agreement. The donated leave provision would require donated leave be donated in eight hour blocks with the donating employee retaining at least 80 hours in his or her leave accounts.

In support of its proposal, the union cites a Scioto County Commission resolution passed August 14, 2007 which allows for leave donation for employees of the general fund.

2. Employer Position.

The employer proposal on this issue is to oppose the unions leave donation proposal.

3. Discussion.

The employer argument on this issue that there is no provision in the union's proposal to deal with issues such as a \$10 per hour employee donating leave to a \$20 per hour employee. Further, the union proposal does not limit or cap the amount of leave that may be donated to an employee. Finally, beyond the resolution of the Scioto County Commissioners regarding general fund employees of the County, the union cites no comparables from other counties to support its proposal.

4. Recommendations.

That the leave donation proposal not be included in the labor agreement.

K. Issue Eleven – Dress Code Committee, Article 26.

1. Union Position.

The union position on this issue is that a Dress Code Committee shall be created to adopt a dress code for the employees of the SCCSB. Such committee shall be comprised of 3 bargaining unit members and 2 non-bargaining unit members of the SCCSB.

2. Employer Position.

The employer position on this issue is that matters relating to an employee dress code should be referred to the Labor Management Committee.

3. Discussion.

The Labor Management Committee would seem to me to be the ideal forum to settle matters of employee dress.

4. Recommendation.

Matters relating to a dress code or disputes between labor and management regarding employee dress shall be addressed by the Labor Management Committee.

L. Issue Twelve – Personal Days, Article 30.

1. Union Position.

The union position on this issue is to increase the number of personal days from three at the present time to five. In support of its position, the Union cites data from Jefferson County CSB, Trumbull County CSB, Greene County CSB, Lawrence County JFS, Lawrence County Child Support, Scioto County Engineering, and Scioto County JFS.

2. Employer Position.

The employer position on this issue is to provide 3 personal days per year with no carry over of personal days from one year to the next and no compensation for unused personal days.

3. Discussion.

The comparability data provided by the Union show that in Jefferson County CSB and Trumbull County CSB employees receive 3 personal days, and that unused days may be converted to cash or accumulated. In Greene County CSB, employees are given 2 personal days with no accumulation or cash out of unused days. For the Scioto County Sanitary Engineering Department employees who do not use sick leave may receive up to 3 personal days per year. These days must be used within one year of their receipt. For Lawrence County DFS and Child Support employees receive 40 hours of personal time per year; unused time may be cashed out. In the Scioto County DFS employees receive 4 personal days per year; the contract does not address the issue of unused days.

Scioto County CSB appears to be in the “middle of the pack” of comparables with 3 personal days per year. For Scioto County CSB employees unused personal days are not allowed to be accumulated or cashed out. By my own calculations, 2 additional personal days would cost the employer about \$4,000. If 5 personal days were given to all

members of the bargaining unit and everyone used all 5 days or cashed them out, the cost would be about \$11,000. Based on the comparables and cash consideration, I would recommend no increase in personal days and no cash out or accumulation.

4. Recommendation.

Section 30.1. The Employer shall allow employees, based on operational requirements, up to three (3) paid personal leave days per year. Newly hired employees shall be allowed personal leave on a pro-rata basis, one (1) day per full four (4) months of employment. Personal leave days shall not be cumulative or carried over from one calendar year to the next.

Section 30.2. No pay shall be received for unused personal leave days.

Section 30.3. Requests for personal leave should be made at least five (5) working days in advance.

M. Issue Thirteen – Unpaid Educational Leave, Article 35.

1. Union Position.

The union position on this issue is to provide up to 2 years of unpaid educational leave to employees. In support of its position the union cites data from Jefferson County CSB, Lawrence County DJFS,

Lawrence County Child Support, Scioto County Sanitary Engineers and Scioto County DJFS.

2. Employer Position.

The employer position is not to grant any provision of unpaid educational leave.

3. Discussion.

The comparability data supplied by the union shows that for employees of the Jefferson County CSB and the Scioto County Sanitary Engineers up to 2 years of unpaid educational leave are provided. For employees of the Lawrence County DJFS and Child Support Units, time off for educational leave is provided but no time limits are specified. For employees of Scioto County DJFS, time off for educational leave is provided as is partial tuition reimbursement.

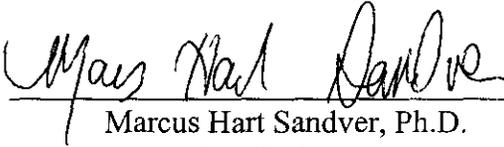
Although I am a great believer in lifetime education, I am persuaded by the employer representative that a 2 year educational leave is a long leave and that it is difficult to fill a position with a temporary employce for up to two years. Perhaps this issue could be addressed in future negotiations as the employers staffing needs become more stable.

4. Recommendation.

That Article 35, Unpaid Educational Leave not be included in the labor agreement.

IV. Certification.

This Factfinding Report and Recommendations was prepared by me, Marcus Hart Sandver, based on materials and testimony presented to me in a factfinding hearing conducted by me on May 16, 2008.



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Marcus Hart Sandver, Ph.D.

Factfinder

June 10, 2008