

STATE EMPLOYMENT RELATIONS BOARD

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FACT FINDER'S REPORT

2008 JUL 17 P 12:42

IN THE MATTER OF:

COMMUNICATIONS WORKERS OF AMERICA, LOCAL 4501

AND

FRANKLIN COUNTY VETERANS SERVICE COMMISSION

Case No. 07-Med-06-0689

Before Fact Finder

E. William Lewis

Presented to:

Mr. Edward E. Turner, Administrator, Bureau of Mediation
State Employment Relations Board
65 East State Street, 12th floor
Columbus, Ohio 43215-4213

And

Michael A. Moses, Attorney at Law
330 South High Street
Columbus, Ohio 43215-4510

And

Aaron L. Granger, Esq.
SCHOTTENSTEIN ZOX & DUNN
250 West Street
Columbus, Ohio 43215

In attendance:

For the Union:

Mr. Michael Moses Attorney, CWA 4501

Mr. Richard Murra'y President-CWA 4501

Mr. Darrel A. Peaks CVSO

Mr. Barry J. Roberts Fiscal Specialist

Ms. Gloria Woodard CVSO/VBS

For the Employer:

Mr. Aaron L. Granger Attorney

Mr. John Warrix Assistant Director

E. William Lewis, in compliance with Ohio Revised Code Section 4117.14(C)(3), was appointed by the State Employment Relations Board to serve as the fact finder in this matter.

BACKGROUND:

The Franklin County Veterans Service Commission, hereinafter known as the VSC/Employer, provides financial assistance and consultation services to veterans and active duty personnel and their dependents. Their mission is to obtain benefits and entitlements from federal, state, and local agencies, for their clients. The Communications Workers of America(Local 4501), hereinafter known as the Union/CWA, was certified by SERB May 4, 2007. The certified bargaining unit of fifteen employees is composed of the following job titles: Veterans Service Officer/Veterans Benefit Specialist, Veterans Benefit Specialist, Financial Assistance Investigators, Administrative Assistant, Administrative Secretary, Veterans Service Support, Fiscal Specialist, Receptionist; Administrative Clerk/Typist, and Secretary to Service Officers.

The parties commenced bargaining on this, their first contract, on August 28, 2007. Numerous bargaining sessions were held between the parties which included three days of mediation with a SERB Mediator. They were unable to reach agreement and on May 8, 2008, SERB appointed this fact finder.

The parties agreed to mediation with the fact finder, and sessions were held on June 2, 3 and 27. All issues were resolved through mediation with exception of four. July 8, 2008 was scheduled for the Fact Finding Hearing, with the understanding that mediation would be continued, but if unsuccessful, a Hearing would be conducted in the PM of July 8.

The following issues remained unresolved for the July 8 session:

Article 1--Recognition

Article 35--Wages

Article 36--Training

Article 38--Duration

Tentative Agreements were reached on the above remaining issues on July 8, 2008. The parties and the fact finder agreed that a Fact Finding Report would be submitted, recommending the July 8 agreements outlined herein, and incorporating all other tentative agreements as the Report's recommendation.

The format of this report will be to list the Article, followed by a brief review of the position of each party. The contract language agreed to between the parties on July 8, 2008 will follow as my recommendation.

ARTICLE 1: RECOGNITION

Union Position: Include part-time employees as well as full-time employees as set forth in the SERB certification.

Employer Position: Exclude all part-time employees from the SERB certification.

Recommendation: The following language tentatively agreed to between the parties on July 8, 2008 is to be incorporated into the Agreement:

ARTICLE 1

RECOGNITION CLAUSE

Section 1.1. The Employer recognizes the Union as the sole and exclusive representative for the purpose of negotiating wages, hours, terms and other conditions of employment for the employees of the Employer in the

bargaining unit. Whenever used in this Agreement "bargaining unit" shall be deemed to include those individuals employed full-time and regular part-time by the Employer as set forth in the SERB certification No. _____.¹ (See Appendix 1), and any amendments thereto.

Section 1.2. In the event the Employer changes the duties of a position within the bargaining unit as determined by the Employer or in the event that the Employer establishes a new position, the Employer shall bargain with the Union over the subject of whether the new or changed position will be included in or excluded from the bargaining unit. If the Employer and the Union cannot agree on the bargaining unit status of the position in question, the parties may petition the State Employment Relations Board for a clarification of the bargaining unit pursuant to the provision of Chapter 4117 of the Ohio Revised Code and O.A.C. Chapter 4117.

ARTICLE 35-WAGES

Union Position: Retroactive to January 1, 2008, an across the board(ATB) increase of six (6%) percent. Effective the pay period which includes January 1, 2009 an ATB increase of five (5%) percent. Effective with the pay period that includes January 1, 2010, an ATB increase of five (5%) percent.

Those bargaining unit members whose hire date precedes 10/1/2006, and who received no increase pursuant to the Archer Survey would have their base rate adjusted as follows: Administrative Assistant--\$18.00/hour, and Administrative Secretary--\$17.50/hour or \$2.00/hour increase(whichever is greater).

Longevity--Employees who have completed five years of service shall receive a longevity supplement of one-half (½) percent per year of service. A maximum of ten (10) percent shall be applicable after twenty years.

¹ While the SERB certification of CWA Local 4501 does not include part-time employees, the Union and the Employer recognize and include part-time employees in the classifications referenced in SERB's certification in the Agreement's recognition clause.

Promotion increase-- promoted employees shall receive an increase of at least four (4%) percent.

Employer position: The Employer proposed a two (2%) percent base wage increase, effective upon ratification. Two (2%) percent increases were also proposed effective January 1, 2009 and January 1, 2010. The VSC also proposed an annual length of service lump sum payment of one-half percent (.05%) of the employee's annual salary. A maximum of \$600.00 per year for bargaining unit members who have completed at least five years of continuous service.

Recommendation: The following language tentatively agreed to between the parties on July 8, 2008 is to be incorporated into the Agreement as follows:

ARTICLE 35

WAGES

Section 35.1. **Wage Increases.** The Veterans Service Commissioners shall provide a wage increase of three and a half percent (3.5%) to the base rate of pay of all bargaining unit members effective retroactively to January 1, 2008. To be eligible for the retroactivity pay the bargaining unit member must be employed on the date this Agreement is ratified by the Union and approved by the Commissioners.

Effective January 1, 2009 all bargaining unit members shall receive a wage increase of three percent (3%) to the base rate of pay.

Effective January 1, 2010 all bargaining unit members shall receive a wage increase of three percent (3%) to the base rate of pay.

Section 35.2. Length of Service Lump Sum Payment.

In addition to the pay outlined in section 35.1 herein, an annual length of service lump sum payment, not to exceed six-hundred dollars (\$600.00), shall be paid to all bargaining unit members as follows:

Years of continuous service	Percent of the employee's annual salary
0 to 4 years	0%
5 to 9 years	.5%
10 to 14 years	.75%
15 to 19 years	1.0%
20 or more years	1.25%

Payments shall not be added or included in the base rate of pay to the employees or for the purposes of computing percentage wage increases.

For purposes of this article, employees will be eligible for this lump sum payment based on service attained as of November 30 of each calendar year. Payment of service credit shall be made to eligible members in a lump sum, and will be issued no later than the first regular pay in December of each calendar year. For the purposes of this Section, continuous service shall include any approved FMLA or military leave.

ARTICLE-36--TRAINING TIME

Union Position: The Parties recognize the value and necessity if training to ensure qualification and ability to discharge the statutory duties of Ohio Revised Code Chapter 5901, and agree that training opportunities shall be freely and equitably provided all veterans benefits specialists at the Commission's expense, as follows:

All quarterly state, regional and/or local training and/or other periodic training offered by the Ohio State Association of County Veterans Service Officers, and the Ohio Veterans Home training given at the OVH by the U. S. Department of Veterans Affairs. Six (6) veterans benefits specialists will receive the annual training conducted by the National County Veterans Service Officer Association, with most senior employees having the right of first refusal.

Employees' time expended to and from training opportunities shall be considered as time worked under Article 14 of the agreement.

Employer Position: The Union will be allowed to send at least two bargaining unit employees to annual National Training at the Employer's expense. However, the employee would only be eligible if the employee needed to go to the national training to obtain their initial certification or to maintain their accreditation if there was no other way to obtain the accreditation or certification within the State of Ohio. Travel to training would be paid for only if the travel occurs during the employee's regularly scheduled work hours. Employees who attend the training are required to present a written report summarizing the training that was provided. The report shall be reported to the Board of Commissioners upon return from National Training.

Recommendation: The following language as tentatively agreed to between the parties on July 8, 2008, is to be incorporated into the Agreement as follows:

ARTICLE 36- TRAINING TIME

Section 36.1 Training Opportunities

All Veterans Benefit Specialists will have opportunity to attend quarterly state, regional and/or local training necessary to meet the Department of Veterans Services (DOVS) 5 point requirement to acquire and maintain their state accreditation.

The Employer will explore alternatives to obtain National Training for all Veterans Benefit Specialists. Additionally, the Employer will make a reasonable effort to ensure that Veteran Benefit Specialists maintain the accreditation(s) they currently possess. The Employer shall consult with the Executive Director of the National Association of County Veterans Service Officers (NACVSO) to determine what steps are necessary to avoid the loss of accreditation by any Veterans Benefit Specialist and report that information to the Union. The Employer and the Union will meet and discuss the report in Labor Management Committee. The Employer will continue during the term of this Agreement to work with the NACVO to avoid any loss of accreditation by any Veterans Benefit Specialist.

All training approved and/or authorized by the Employer will be paid by the Employer. Bargaining unit members who attend National Training will be required to provide a written substantive report to the Commissioners upon return from the training and provide a presentation to members who did not attend. The substantive report should include classes attended, topics addressed, Veterans Benefit Specialists comments about those topics, and any changes for processing or appealing VA claims that were addressed.

Section 36.2 Travel To Training

Employees will be given sufficient time during the course of the regular work day to travel to training. Employee's returning from the training that spends time traveling back to Columbus after normal working hours shall be given comp time or overtime as described in Article 14 of this agreement. Time spent at training during the regularly scheduled work hours shall be considered time worked under Article 14 of the Agreement.

(Veterans Benefit Specialists as this term is used includes the County Veterans Service Officer/Veterans Benefit Specialists in the attached Letter of Understanding)

ARTICLE 38- DURATION OF AGREEMENT

Union Position: From January 1, 2008 to December 31, 2010

Employer Position: From date of ratification through December 31, 2010.

Recommendation: The following language as tentatively agreed to between the parties on July 8, 2008, is to be incorporated into the Agreement as follows:

ARTICLE 38

DURATION OF AGREEMENT

The Agreement shall be effective retroactive to January 1, 2008 regarding the wage article, the remaining provisions shall be effective upon the date of ratification and shall continue in full force and effect through December 31, 2010 at 11:00 pm. The negotiations will be conducted pursuant to the provisions of Ohio Revised Code Chapter 4117.

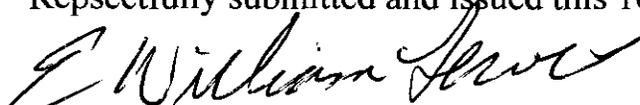
SUMMARY

The fact finder enjoyed meeting and working with the parties. They are to be commended for their strong effort in resolving the nineteen articles that were open when fact finding commenced. The resolution of the bargaining process through negotiations represents a major step towards a healthy labor/management relationship.

This will affirm the foregoing Report consisting of ten pages, and recommendations contained therein, are made in this matter of Fact Finding by the below signed Fact Finder. All matters of tentative agreement are recommended to be included in the Agreement. To the best of my knowledge, said Report and its recommendations complies with applicable provisions of ORC 4117 and related Rules and Regulations adopted by the State Employment Relations Board.

This concludes the Fact Finding Report.

Respectfully submitted and issued this 16th day of July 2008.


E. William Lewis, Fact Finder

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true copy of the foregoing Fact Finder's Report was sent by regular U. S. Mail to:

Edward T. Turner, Administrator
Bureau of Mediation
State Employment Relations Board
65 East State Street, 12th floor
Columbus, Ohio 43215-4213

And

Aaron L. Granger, Esq.
SCHOTTENSTEINS ZOX & DUNN
250 West Street
Columbus, Ohio 43215

And

Michael A. Moses, Attorney at Law
330 South High Street
Columbus, Ohio 43215-4510

This 16th day of July, 2008


E. William Lewis
Fact Finder