

**WEISHEIT  
ARBITRATION**

STATE EMPLOYMENT  
RELATIONS BOARD

John S. Weisheit, NAA  
Arbitrator

2009 OCT 22 P 12:51

**October 19, 2009**

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Galion, OH 44833  
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Gary C. Johnson, Esq.  
**JOHNSON, MILLER & SCHMITZ,  
LLP**  
635 W. Lakeside Ave., Suite 600  
Cleveland, OH 44113

Robin Schenault, Pres.  
**COMMUNICATION WORKERS OF  
AMERICA**  
264 S. Arlington St.  
Akron, OH 44306

<b>Case no(s):</b>	<b>SERB 08-MED-10-1214</b>
<b>Parties:</b>	<b>CWA V SUMMIT COUNTY CHILDREN SERVICES</b>
<b>Issue:</b>	<b>FACT FINDING</b>
<b>Site:</b>	<b>OH</b>

M. Schenault & M. Johnson:

Enclosed is the Opinion and Award in the above cited case. Also included find the Invoice for professional services and related expenses. This is submitted in keeping with the terms of the Contract and understandings at the Hearing.

Also enclosed find a signed Form W-9.

If there are questions or additional information is needed, do not hesitate to contact me.

From time to time, I am asked to submit recent awards for publication in professional journals such as CCH and BNA for educational use and reference by labor dispute resolution advocates and neutrals. I make such submissions only with the consent of both parties. If you do not object to this award being submitted no response is necessary. If you do not wish the award published for any reason, just notify me within thirty days of the date of this letter.

Thank you for the opportunity to be of service.

Sincerely,



John S. (Jack) Weisheit

JSW:jw

cc

enc

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STATE EMPLOYMENT  
RELATIONS BOARD

### CERTIFICATE OF SERVICE

<b>Case No:</b>	)	SERB 08-MED-10-1214	2009 OCT 22 P 12: 51
<b>Parties</b>	)	CWA	
	)	v	
<b>Issue:</b>	)	Summit Co Children Services	
<b>Site:</b>	)	Fact Finding	
	)	OH	

This will affirm the a copy of the enclosed information related to the above cite case has been submitted to the following agents/representatives of record:

For the Employer	For the Union	For SERB
Gary C. Johnson, Esq. JOHNSON, MILLER & SCHMITZ,LLP 635 W. Lakeside Ave. Ave., Suite 600 Cleveland, OH 44113	Robin Schenault, President CWA Local # 4546 1628 Union St. Cuyahoga Falls, OH 44221	Mary Laurent STATE EMPLOYMENT RELATIONS BOARD 65 E. State St., 12 <sup>th</sup> Flr. Columbus, OH 43215-4213

I affirm, to the best of my knowledge, said documents were mailed via OVERNIGHT, DELIVERY, on the date affixed below, and that that the foregoing is true and accurate and in keeping with ORC 4117 and related SERB Rules and Regulations.

  
 John S. Weisheit, Fact Finder

Date: October 19, 2009

**INTEREST ARBITRATION  
FACT FINDING  
OPINION & AWARD**

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<b>The</b>	)	<b>CASE NO: SERB 08-MED-101214</b>
	)	
<b>COMMUNICATIONS WORKERS</b>	)	<b>FACT FINDER: JOHN S. WEISHEIT</b>
	)	
<b>OF AMERICA,LOC. #4546</b>	)	<b>ISSUE: Interest Arbitration/Fact Finding</b>
	)	
<b>V</b>	)	<b>DATE(S) OF HEARING: JUNE 30, 2009</b>
	)	
<b>SUMMIT COUNTY</b>	)	<b>DATE OF AWARD: October 19, 2009</b>
	)	
<b>CHILDREN SERVICES</b>	)	

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**REPRESENTATION**

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<u><b>Employer Representatives</b></u>	<u><b>Union Representatives</b></u>
<b>Gary C. Johnson, Esq. JOHNSON, MILLER &amp; SCHMITZ,LLP 635 W. Lakeside Ave. Ave., Suite 600 Cleveland, OH 44113</b>	<b>Robin Schenault, President CWA Local # 4546 1628 Union St. Cuyahoga Falls, OH 44221</b>

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**AUTHORITY**

This matter was brought before Fact Finder John S. Weisheit, in keeping with terms of the collective bargaining agreement between the parties, provisions of ORC §4117 and the rules and regulations of the Ohio State Employment Relations Board. The matters before the Fact Finder are for consideration and determination, based on merit and facts offered by the respective parties.

## **BACKGROUND**

The Summit County Children's Services Board (SCCS and/or Employer) and the Communication Workers of America, Local #4546, (CWA and/or Union), have entered into a number of Collective Bargaining Agreements (CBA, Agreement, and/or Contract) over an extended period of time. The parties currently are engaged in a successor agreement to terms as agreed to in the course of the current round of negotiations.

The Union bargaining unit consists of about 350 employees holding job titles of Child Welfare Caseworkers, Social Service Aides, Clerical Workers within the Unit, Nurses and Information Technology Staff, and other job titles as determined by the State Employment Relations Board (SERB).

In the course of good faith bargaining in which the parties engaged, they made proposals, counter-proposals, and reached a tentative agreement on a number of issues. However, a number of issues still remained unresolved. This Fact Finder (FF) was selected to assist in the attainment of a resolution of the matters at impasse.

The parties asked the FF to engage in mediation in an attempt to reach resolution of the remaining unresolved issues. Information offered the FF in the course of mediation was authorized by the parties to use should the matter move to a Fact

Finding Hearing. Such mediation was attempted, however, a significant number of issues remained unresolved. A formal Fact Finding Hearing was convened at the SCCS Offices, Akron, Oh, on June 30, 2009. The parties were given an opportunity to offer such facts and rationale in support of their respective positions on the remaining unresolved issues. The Hearing was closed after each party affirmed they had been offered a fair and ample opportunity to present such documents, evidence and testimony considered relevant and they had no additional evidence to present.

**Determination:** All issues in the expiring agreement tentatively agreed to are recommended to be included in the successor agreement. All unresolved issues submitted to the Fact Finder are recommended to be brought into the Agreement per his recommendation. Issues at impasse and not specifically recommended for action to be included in the Agreement are recommended to be brought forward into the Agreement as written in the expiring agreement.

The Union has sought to restore a number of terms previously lost in prior negotiations. Such concessions typically are granted only with significant gains on other new or increased terms, i.e. significant wage or other monetary benefits.

The list of items remaining at impasse is extensive. The issues were subjected to appropriate scrutiny in keeping with ORC § 4117.14(C)(4)(e), related provisions set forth by the State Employment Relations Board, and other generally accepted

standards and practices applied in matters of labor interest arbitration.

This includes, but not necessarily limited to the following:

1. Past collective bargaining agreements between the parties;
2. Comparison of the unresolved issues relative to the employees in the bargaining unit with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the classification involved;
3. The lawful authority of the public Employer;
4. Any stipulations or tentative agreements mutually entered into by the parties.

**FACT FINDER'S**

**DETERMINATION AND RECOMMENDATIONS**

All current language in expiring agreement is recommended to continue in this Agreement except as otherwise specifically recommended:

<b>ARTICLE 101 AGREEMENT</b>	
Sec. 101.01	It is recommended that (1) The Letter of Understanding (LOU) as agreed to by the parties and (2) the last Paragraph be entered into this Section as follows: Workshops/seminars are considered to be full work days unless scheduled for less than six (6) hours for those employees working eight (8) hour employee only.
Sec. 101.02 Sec. 101.03 Sec. 101.04 Sec. 101.05	It is recommended to retain expiring language and include it in the Agreement.
Sec. 102.01	It is recommended to include Section 102.01 as tentative agreed to. It is recommended that those jobs agreed upon get added or deleted from job title listing. Any others go to SERB for disposition.

<b>ARTICLE 110 SENIORITY &amp; LAYOFF</b>	
<b>Sec. 110.13</b>	It is recommended that current language be included in the Agreement, with the following as Tentatively Agreed to by the parties consisting of . 21 day advance notice of a layoff.
<b>ARTICLE 201 UNION RIGHTS</b>	
<b>Sec. 201.045</b>	It is recommended that the Union President and/or her/his designee shall be entitled to a maximum of five (5) hours per week. Such time must be requested and approved of in advance of use. Duties performed by the Union President or her/his designee shall be performed in the Union office, whenever feasible. The Union President may be released from normal work an additional fifteen (15) hours per week with the Union reimbursing the Employer for all costs (wages, roll-up retirement, etc.) on a monthly basis. The accounting of such time shall be recorded on Steward Time Forms that will specify the area and person visited.
<b>ARTICLE 206 MISCELLANEOUS</b>	
<b>Sec. 206.03</b>	It is recommended to retain expiring language in the Agreement
<b>Sec. 206.05</b>	It is recommended that Sec. 206.05 (8) read: In the absence of an employee within their assigned unit. All other terms remain as set forth in this Article.
<b>ARTICLE 302 WORK RULES</b>	
<b>Sec. 302.01</b>	It is recommended to retain expiring language and include it in the Agreement.
<b>Sec. 302.04</b>	It is recommended to retain expiring language and include it in the Agreement.
<b>Sec. 302.05</b>	It is recommended to included ½ hour paid lunch period.
<b>Sec. 302.06</b>	It is recommended to retain expiring language and include it in the Agreement.
<b>Sec. 302.10</b>	It is recommended that bargaining unit employees who fail to comply with their regular designated time shall be subject to disciplinary action.
<b>Sec. 302.12</b>	It is recommended to retain expiring language and include it in the Agreement.

<b>ARTICLE 303 OVERTIME</b>	
Sec. 303.01	It is recommended to retain expiring language and include it in the Agreement.
Sec. 303.03	It is recommended to retain expiring language and include it in the Agreement.
Sec. 303.05	It is recommended to retain expiring language and include it in the Agreement.
Sec. 303.06	It is recommended to revise road trip to reflect overtime pay up to sixteen (16) hours for direct services.
<b>ARTICLE 304 REPORT &amp; RECALL</b>	
Sec. 304.01	It is recommended the following be included in Section 304.01: IT Staff shall be paid in fifteen (15) minute segments for answering phone calls for answering phone calls.
Sec. 304.02	It is recommended to delete Section 304.02.
<b>ARTICLE 403 JOB POSTING</b>	
Sec. 403.18	It is recommended to retain expiring language in this Section and include it in the Agreement.
<b>ARTICLE 601 BENEFITS</b>	
Sec. 601.02	It is recommended to retain expiring language and include it in the Agreement.
Sec. 601.03	It is recommended to retain expiring language and include it in the Agreement.
Sec. 601.06	It is recommended to retain expiring language and include it in the Agreement.
Sec. 601.07(c)	It is recommended to retain expiring language and include it in the Agreement.
Sec. 601.07(d)	It is recommended to retain expiring language and include it in the Agreement.
Sec. 601.10(A)	It is recommended to retain expiring language and include it in the Agreement.
Sec. 601.10(D)	It is recommended to retain expiring language and include it in the Agreement.
Sec. 601.10(E)	It is recommended to retain expiring language and include it in the Agreement.

<p><b>Sec. 601.15(A-I)</b></p> <p><b>Note: ***** = (retain current language)</b></p>	<p>It is recommended to modify the amount of FMLA from six (6) months to twelve (12) weeks. It is further recommended the following modifications of current language:</p> <p>A. Employees who have been employed for at least twelve (12) months and have***** up to twelve (12) weeks.</p> <p>1. *****</p> <p>2. ***** Any absence of three days or more retroactive to the first day.</p> <p>3 For the employee's own serious health condition that makes the employee unable to perform the function of work.</p> <p>B. ***** total of twelve (12) weeks, *****\</p> <p>C. When an employee is on FMLA , ***** use all available paid Sick Leave, and ***** as appropriate during the *****leave period. Once all paid leave is exhausted, the balance of the FMLA will be unpaid.</p> <p>D. The total leave period, ***** twelve (12) weeks, *****ninety (90) days.</p> <p>E. *****feasible for foreseeable absences in excess of three (3) days.</p> <p>F. *****supported by a signed statement utilizing the Employer's format and forms*****</p> <p>G. *****</p> <p>H. *****</p> <p>I. *****</p>
<p><b>Sec. 601.19</b></p>	<p>It is recommended to change the sick leave donation plan to the county-wide plan.</p>
<p><b>Sec. 601.20</b></p>	<p>It is recommended to retain expiring language and include it in the Agreement.</p>

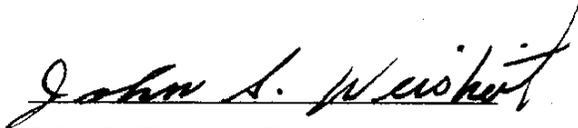
<b>Sec. 601.21</b>	It is recommended to retain expiring language and include it in the Agreement.
<b>ARTICLE 602 WAGES</b>	
<b>Sec. 602.01</b>	<p>A. It is recommended that effective the first full payroll period in January, 2009, all salary schedule minimums and maximums will be increased by three percent (3%), along with all salaries of those employees whose salaries are less than the maximum.</p> <p>B. Employees below the maximum shall be eligible for step movement. An employee above the maximum shall receive a bonus payment of three (3%).</p> <p>C. Effective the beginning of the first full payroll period in January 2010, the salary schedule shall be increased by an additional two percent (2%). The same application will apply as set forth in "B" above for step and bonuses.</p> <p>D. Effective at the beginning of the first period in January, 2011, the salary shall be shall increased by another two percent (2%). The same application will apply as set forth in "B" above for step and bonuses.</p>
<b>Sec. 602.03 – 602.08</b>	It is recommended to retain expiring language and include it in the Agreement.
<b>ARTICLE 603 OBLIGATION TO NEGOTIATE</b>	
<b>Sec. 603.01</b>	It is recommended to retain expiring language and include it in the Agreement.
<b>Sec. 603.02</b>	It is recommended to retain expiring language and include it in the Agreement.
<b>ARTICLE 604 TOTAL AGREEMENT</b>	
<b>Sec. 604.01</b>	It is recommended to retain expiring language and include it in the Agreement.

### TOTALITY OF AGREEMENT

- This will affirm the foregoing report, consisting of 9 pages, includes the findings, determinations, and recommendation of the unresolved issues put before the Fact Finder in this matter.
- The Agreement is recommended to include all terms tentatively agreed to by the parties prior to and at Fact Finding, the recommendations of the Fact Finder regarding issues at impasse and all terms of the successor agreement not a subject of bargaining or lacking action of the parties to remove from continued force and effect in the Agreement.
- If a Fact Finder's determination/recommendation is made on an issue that has been tentatively agreed to, said term(s) of the tentative agreement will prevail.

To the best of my knowledge, said Report and the included determinations comply with applicable provisions of the Contract between the parties, applicable Sections of ORC 4117 and related SERB Rules and Regulations.

I therefore affix my signature at the City of Galion, in the County of Crawford, in the State of Ohio, this date of October 19, 2009



John S. Weisheit, Fact Finder