

Factfinding Report and Recommendations

in the matter of Factfinding

between

The Professionals Guild of Ohio

and

Montgomery County Department of Job and Family Services

SERB Case No. 09-MED-11-1391

Marcus Hart Sandver, PhD

Factfinder

Hearing Dates: February 25, 2011

Recommendations Issued: March 16, 2011

Representing the Employer:

Ms. Julie Droessler, Esq.
Assistant County Prosecutor
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Dayton, Ohio 45422
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Representing the Union:

Mr. Chauncey M. Mason
Executive Director
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I. Introduction.

This case arises out of a dispute between the Professionals Guild of Ohio and the Montgomery County Department of Job and Family Services. The Union represents a bargaining unit of 268 members; 162 employees in the professional unit and 106 in the non-professional unit. The parties have met for the purpose of negotiating a successor to the previous agreement (which expired March 31, 2010) a total of 16 times; 3 times with a mediator appointed by SERB. The parties successfully negotiated 27 issues but 7 remain in dispute. Marcus Hart Sandver was chosen as the factfinder to the dispute through the mutual agreement of the parties.

II. The Hearing

The hearing was called to order by the Factfinder at 10:00 AM on February 25, 2011 in the conference room of the Montgomery County Department of Job and Family Services.

In attendance at the hearing for the Employer were:

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| 1. | Geraldine Pegnes | Assistant Director |
| 2. | Catherine McKay | H.R. Representative, Mont. Co. |
| 3. | Stephanie Echols | H.R. Director, Mont. Co. |
| 4. | Julie Droessler | Montgomery County Assistant
Prosecutor |
| 5. | Debbie Feldman | Montgomery County Administrator |
| 6. | Sandy DeWeaver | Manager, Children Services |

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| 7. | Mary Anne Nelson | Intake Manager Co. Children
Services |
| 8. | David Hess | Assistant Director Finance and
Administration |
| 9. | Marcell Dezarn | H.R. Manager |
| 10. | Thomas Howitt | Mont. County Benefits Manager |

In attendance at the hearing for the Professionals Guild were:

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| 1. | Jenny Gardner | Vice President |
| 2. | Chauncey Mason | Executive Director |
| 3. | Eric Hanlhak | P.G.O. President |
| 4. | Jane Hoy | P.G.O. Secretary |
| 5. | Teresa Wallas | No title |
| 6. | Nell Elliott | No title |

The parties were informed by the Factfinder that the hearing would be conducted in conformity with the rules for factfinding as found in O.R.C. 4117 and in accordance to the administrative procedures as established by the Ohio State Employment Relations Board. It is the intention of this report that all items tentatively agreed to by the parties be included in the report.

III. The Issues.

A. Issue One. Article 25, Section 5 – Leave of Absence.

1. Union Position.

The Union position on this issue is to revise Article 25 of the Collective Bargaining Agreement (CBA) to allow up to 3 hours per week of paid educational leave up to an annual limit of 75 hours. Presently employees take unpaid leave for educational leave up to a limit of 75 hours. It is the Union's contention that educational leave is a long standing practice and this will not cost the Department any additional monies. It is the Union position that the use of educational leave is of significant benefit to the Department and its employees.

2. County Position.

The Department position on this issue is that the educational leave proposal put forward by the P.G.O. not be incorporated into the CBA. In fact, the Department informed the PGO on January 29, 2009 that the practice of granting employees 40 hours of educational leave would be discontinued September 1, 2009. In support of its position, the Department asked Mr. Marc Dezarn to testify. Mr. Dezarn testified that it had been past practice to provide employees up to 40 hours per year of educational leave. Mr. Dezarn testified that the policy has been eliminated for managerial employees of the County. Mr. Dezarn testified that 46 county employees used educational leave in 2009 and that 19 took it in 2010. Mr. Dezarn testified that the Department spends an estimate of \$4 million on employee leaves during a three year period.

3. Discussion.

This entire report is being written with a sensitivity to the finances of Montgomery County. The first witness for the County, Ms. Debbie Feldman, County Administrator, told a grim story of the state of the County finances. The present budget situation is tight and projections for the near future don't look much brighter. I can understand why the Department made the decision to abolish the educational leave practice in 2009. Assuming an average of \$25 per hour 40 hours of leave will cost \$1,000 per employee. This is a substantial benefit. I agree with the employer that vacation time can be used for educational leave and personal time as well. I can see some benefit to the Department for an employee to pursue an advanced degree but much of that benefit returns to the individual as well.

4. Recommendation.

That Article 25 not be amended to include educational leave.

B. Issue Two. Article 27 – Insurance.

1. Union Position

The current agreement (Article 27 Section 2) requires that PGO employees contribute 10% of the premium for health care insurance. During a subsequent examination of the financial records, the PGO representative discovered that PGO members were actually paying more than 10% of the operating cost of the self insured health insurance plan and that the plan was accumulating a surplus. The Union wants to amend Article 27 Section 2 in two ways; one is to establish a monthly limit

("cap") that an employee will have to pay for this contribution to the premium. The second would be to add language to section four which would reopen the insurance provision for renegotiation should the county make substantial changes to the health insurance plan.

2. County Position.

The County position on this issue is to raise the employee contribution to 15% and reduce the County's contribution to 85%.

3. Discussion.

In looking over the contracts for the FOP, AFSCME, SEIU, County Engineer and Veterans Services, the proposed "caps" requested by the Union appear in all contracts. Only the PGO contract has a fixed percentage of premium and no caps. Only one contract, Veterans Services and AFSCME have the reopener provision.

4. Recommendation.

The County did not do much to justify its position on the uncapped premium contribution. The PGO didn't provide much rationale for its reopener provision. Therefore, I will recommend the following changes to Article 27 Section 2.

Section 2:

The employee shall pay up to 10% of the premium for health insurance provided however, that the employee's monthly contribution for hospitalization insurance shall not exceed the following amounts:

Medical Plan	Employee Only	Employee Plus One	Family
Enhanced	\$49.00	\$97.00	\$159.00

Value	\$10.00	\$20.00	\$30.00
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C. Issue 3. Article 29 – Wages.

1. Union Position

The Union proposes a 2% annual wage raise effective February 11, 2011 and an annual reopener of the wage issue in 2012 and 2013. The Union also proposes a clarification to the language of Section 4 which provides a \$950 biannual longevity bonus for those employees who have reached the top step in the longevity scale for their job classification.

In support of their position the Union provides salary information from SERB (Tab 4.1), a press release from Montgomery County Administration (Tab 4.2), an article from the Dayton Daily News (April 29, 2010, Tab 4.3) and a press release from the Bureau of Labor Statistics (Tab 4.4).

2. County Position

The County position is to provide no wage increases for all three years of the agreement. The County further proposes to eliminate the longevity step increase.

In support of its position, the County supplies comparability wage data from Children's Services departments in Stark, Summit, Lorain, Lucas, Mahoning, Trumbull, Butler, Franklin and Lake counties in Ohio. In addition, the employer materials contain several items from the press (e.g. Forbes, Time) which describe the financial peril facing States, Counties, and Municipalities across the county.

3. Discussion.

There is no question that public finances are in a perilous predicament at the present time. Fortunately, the citizens of Montgomery County passed a levy in 2010 which will provide some financial cushion for the next few years. The levy money goes to fund all human services agencies in the county with Children's Services receiving only a portion of the levy funds. The parties have been in negotiations for a year and no raises (except step raises) have been received since 2009. I can see the county's position that it is reluctant to fund across the board at this time. The revenue and expense data supplied by the County do not look favorable at the present time. Of course no one expects the recession to last forever and some signs of recovery are beginning to emerge. Hopefully the economy will recover enough in the next year or two to make the financial picture brighter. I also feel that even with the current financial situation, the County can continue to fund the longevity increase of \$950 paid every other year to those who have reached the top step of the rate range. I am therefore recommending no raise in the first year of the agreement, a reopener in the second and third year, and the revised language regarding the longevity bonus proposal by the Union.

4. Recommendation.

Section 1 – Year One.

Effective March 1, 2011, all employees and their pay ranges will not be increased.

Section 2 – Year Two.

Article 29 shall be subject to a limited reopener to determine wage rates effective March 1, 2012. These negotiations shall commence not later than November 1, 2011.

Section 3 – Year Three.

Article 29 shall be subject to a limited reopener to determine wage rates effective March 1, 2013. These negotiations shall commence not later than November 1, 2012.

Section 4 – Longevity Bonus.

Employees who are currently placed at the top longevity step of their pay range are eligible to receive nine hundred fifty (\$950.00) special lump sum payment in December of alternating years during the term of this agreement. An employee who received a longevity bonus in December 2009 shall not be eligible to receive such bonus again until December 2011. An employee who receives a longevity bonus in December 2010 shall not be eligible to receive such bonus again until December 2012. If an employee reached the top longevity step during 2009, the lump sum payment will be paid on the last pay day of December 2010. If an employee reaches the top step during 2010, the lump sum payment will be paid on the last pay day of December 2011. If an employee reaches the top step during 2011, the lump sum payment will be paid on the last pay day of December 2012.

D. Issue Four. Anniversary Merit Increases – Article 30.

1. Union Position

The Union proposal on this issue is to continue the anniversary merit increase based on an MOU negotiated between the parties. At the present time the Anniversary Merit increase is based upon the employee's length of service and receiving a satisfactory performance appraisal. Most employers seek to recognize, reward and retain meritorious employees.

2. County Position

The County position on this issue is that the Anniversary Merit increase is almost an automatic annual step increase and are a built in

across the board wage raise for those who exhibit merely acceptable work behavior and thus not based on merit at all.

3. Discussion.

Both sides have good arguments here. I see no reason to remove the merit increase provision from the agreement; yet I see no reason why it should be automatic. I have rewritten the language of Article 30 to reflect a more merit based procedure for this raise.

4. Recommendation.

Article 30 – Merit Increases.

Section 1.

All employees shall be performance evaluated during every year of this Agreement. Those who are evaluated as meritorious by their supervisor shall be given an appropriate merit increase. In the event that this raise places the employee above the maximum for his or her classification, the employee will be placed at the maximum.

E. Issue 5. Article 33 – Duration of Contract.

1. Union Position

The Union proposal is for a 3 year agreement beginning March 1, 2011.

2. County Position

The County proposal would be for a 3 year agreement beginning April 1, 2011.

3. Discussion.

This recommendation will be delivered on March 16, 2011 and will not be ratified before April 1, 2011. I recommend the April 1, 2011 date.

4. Recommendation.

The agreement will be for a 3 year term beginning on April 1, 2011.

F. Issue Six. Alternative Work Schedule – MOU.

1. Union Position

The Union proposal on this issue is to incorporate the Memorandum of Understanding (MOU) between the Union and the County on this issue into the labor agreement. The Union also would delete language from Section 7 which allows management to terminate the agreement with 15 days notice to the Union.

2. County Position

The County position on this issue is to maintain the Alternative Work Schedule MOU as is.

3. Discussion.

I can see advantages to both sides of a flexible working hours procedure. There was no discussion at the hearing of any problems with how the MOU is working presently. I see no reason to change it.

4. Recommendation.

The MOU on Alternative Work Schedule be maintained in its present status.

G. Issue 7. Casework Size.

1. Union Position

The Union position on this issue is to limit the workload for on going child welfare case workers to 16 cases per month and to limit the work load for Intake Child Welfare Caseworkers to not more than 15 cases per month. In addition, the Union proposal would require data entry employees to transcribe foster care child caseworkers activity reports that are either handwritten or dictated.

2. County Position

It is the County position that workload requirements are a management right and are not negotiable.

3. Discussion.

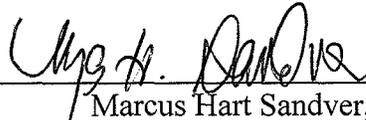
There was a fair amount of discussion of this issue at the hearing. I could understand how the caseworkers would like some protection against being overworked, but I can understand the Department's need for flexibility in work assignments. I'm sure cases differ greatly in terms of the time and effort and mental stress imposed on the caseworker. I feel this is an issue must be resolved between the caseworker and supervisor and should not be controlled by the CBA.

4. Recommendation.

I recommend that casework size be maintained by management and not incorporated into the CBA.

IV. Certification.

This Factfinding Report and Recommendation was prepared by me and was based upon evidence and testimony presented to me on February 25, 2011 in Dayton, Ohio.



Marcus Hart Sandver, Ph.D.
Factfinder

V. Certificate of Service.

This Factfinding Report and Recommendation was transmitted by electronic mail on March 16, 2011 to Julie Droessler at droesslerj@mcohio.org and to Chauncey Mason at cmason@professionalsguild.org.



Marcus Hart Sandver, Ph.D.
Factfinder