

Susan Grody Ruben, Esq.  
Arbitrator, Mediator, Factfinder  
30799 Pinetree Road, No. 226  
Cleveland, OH 44124

**PURSUANT TO O.R.C. 4117.14(C)  
UNDER THE AUSPICES OF THE  
STATE EMPLOYMENT RELATIONS BOARD**

<b>IN THE MATTER BETWEEN</b>	)	
	)	
<b>HENRY COUNTY DEPARTMENT OF JOB &amp; FAMILY SERVICES</b>	)	<b>FACTFINDER'S REPORT</b>
	)	
<b>and</b>	)	<b>SERB CASE NO.</b>
	)	<b>2013-MED-08-0878</b>
<b>PROFESSIONALS GUILD OF OHIO</b>	)	

**This Factfinding arises pursuant to Ohio Revised Code Section 4117.14(C). The Parties, Henry County Department of Job & Family Services (“the Agency”) and Professionals Guild of Ohio (“the Union”), selected Susan Grody Ruben to serve as sole, impartial Factfinder, whose Recommendations are issued below.**

**Hearing was held December 18, 2013 in Napoleon, Ohio. The Parties were afforded full opportunity for the presentation of positions and evidence. Pre-hearing submissions were received from both Parties.**

**APPEARANCES:**

**for the Agency:**

**Shannon Jones, Director, Henry County Job & Family Services, 104 E. Washington St., Napoleon, OH 43545.**

**for the Union:**

**Chauncey M. Mason, Executive Director, Professionals Guild of Ohio, P.O. Box 7139, Columbus, OH 43205.**

**FACTFINDER'S RECOMMENDATIONS**

**Statutory Criteria**

**In reaching Recommendations on the open issues, the Factfinder has reviewed the parties' pre-hearing submissions, and the evidence and positions presented at the Factfinding Hearing. The Factfinder has analyzed this information in the context of the statutory criteria found in Ohio Revised Code Section 4117.14(G)(7):**

- a) Past collectively bargained agreements ... between the parties;**
- b) Comparison of the issues submitted to final offer settlement relative to the employees in the bargaining unit involved with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;**
- c) The interests and welfare of the public, the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;**

- d) The lawful authority of the public employer;
- e) The stipulations of the parties; and
- f) Such other factors, not confined to those listed ... which are normally or traditionally taken into consideration in the determination of the issues submitted to final offer settlement through voluntary collective bargaining, mediation, fact-finding, or other impasse resolution procedures in the public service or in private employment.

### **Bargaining Unit**

There is one bargaining unit consisting of five Social Services Worker 2's and one Social Services Worker 1.

### **Issues**

1. **ARTICLE 23 -- Personal Days**

**The Agency's Proposal**

The Agency proposes to adjust personal days to one automatically granted personal leave day, and a second additional personal leave day to be earned by accumulation of sick leave hours. The Agency also proposes to extend the timeframe for the earning of personal leave by new hires.

**Union's Proposal**

The Union proposes status quo.

**Factfinder's Recommendation**

The Factfinder recommends status quo, with an adjustment for new hires.

**Section 23.5 shall provide:**

**Two [2] days of personal leave shall be credited to bargaining unit employees, who are currently employed with the employer on the effective date of this agreement, beginning on January 1, 2014. Thereafter, two [2] personal days shall be credited on January 1 of each year of this agreement.**

**Section 23.6 shall provide:**

**New employees, hired between January 1 and June 30, shall be credited with one [1] day of personal leave effective upon the employee's successful completion of the probationary period. New employees, hired between July 1 and December 31, shall not be credited with any personal days during the year of hire.**

**2. Article 27 – Insurance**

**The Agency's Proposal**

**The County has eliminated two SuperMed Plans previously offered, and is retaining the HSA Plan. The Agency will give employees who elect the HSA Plan \$1200 to assist with meeting the Plan's deductible.**

**The Agency proposes to adjust bargaining unit premium share in 2014 to 90% Agency/10% employee, or the County contribution rate, whichever is less for employees.**

**The Agency also proposes to adjust bargaining premium share in 2015 and 2016 to 85% Agency/15% employee, or the County contribution rate, whichever is less for employees.**

**Union's Proposal**

**The Union proposes status quo.**

### **Factfinder's Recommendation**

The Factfinder recommends the bargaining unit premium share be adjusted to 90% Agency/10% employee, or the County contribution rate, whichever is lower for employees, for the duration of the agreement.

### **3. Article 33 – Wages**

The Parties have agreed to the following compensation for on-call time:

**Section 33.2: Employees, required by the Employer to be on-call, shall be paid twenty-five dollars [\$25.00] per day Monday through Friday; \$27.00 per day Friday during the “Alternate Work Schedule” when agency is closed Fridays at noon; thirty dollars [\$30.00] per day for Saturdays and Sundays; and fifty dollars [\$50.00] per day for holidays and emergency agency closings. Such payments shall be made and accepted as remuneration for carrying the pager. Employees responding to telephone emergencies shall be compensated at the employee’s regular hourly rate [or at the overtime rate, in accordance with Article 17].**

### **The Agency's Proposal**

The Agency proposes status quo freeze on wages and step increases. The Agency also proposes deleting the Section 33.8(A) language that provides for “me too” raises; i.e., raises to bargaining unit employees matching any granted to non-bargaining unit employees during the duration of the agreement.

### **Union's Proposal**

The Union proposes 2% wage increases for each year of the agreement, and 2% step increases. The Union also proposes retaining the Section 33.8(A) “me too” clause.

### **Factfinder's Recommendation**

**The Factfinder recommends 2% wage increases effective January 1 of each year of the contract. This increase is equivalent to other County employees, and is a modest increase to modestly paid employees.**

**The Factfinder also recommends status quo on the step freeze to aid in achieving a balanced budget.**

**The Factfinder also recommends eliminating the “me too” clause, i.e., deleting the Section 33.8(A) language that provides for raises to bargaining unit employees matching any granted to non-bargaining unit employees during the duration of the agreement, to enable the Agency to have more certainty regarding its prospective expenses.**

**The Factfinder understands bargaining unit wages at the Agency are currently funded by federal and state funds received. If there is a shortfall between federal and state funds received and the wages provided for in the agreement, the County can contribute, as is done in other counties.**

**The Factfinder also understands the County currently pays the Agency's foster care boarding home payroll, which is laudable. Adding on a relatively small amount for a difference between federal and state funds received by the Agency, and the modest wages paid to Agency employees should be workable in the context of the overall County budget.**

4. **Duration**

The Parties have agreed Article 40.2 shall be amended to provide:

If either party desires to modify, amend, or terminate this Agreement, it shall file a Notice to Negotiate with the State Employment Relations Board and the other party via email with acknowledgement of receipt no later than sixty [60] calendar days prior to the expiration date of this Agreement. The parties shall commence negotiations within ten [10] calendar days upon receiving notice of intent to modify or amend this Agreement, unless the time period is mutually waived by the parties.

**The Agency's Proposal**

The Agency proposes a 3-year agreement.

**Union's Proposal**

The Union proposes a 3-year agreement if the terms are reasonable, a shorter duration if they are not.

**Factfinder's Recommendation**

The Factfinder recommends a 3-year agreement effective January 1, 2014 and expiring December 31, 2016.

DATED: **December 19, 2013**

Susan Grody Ruben  
Susan Grody Ruben, Esq.  
Factfinder

**SUSAN GRODY RUBEN, ESQ.**  
**ARBITRATOR, MEDIATOR, FACTFINDER**  
**30799 PINETREE ROAD, No. 226**  
**CLEVELAND, OHIO 44124**  
[SUSANGRODYRUBEN@ATT.NET](mailto:SUSANGRODYRUBEN@ATT.NET)  
**216/382-3024**

December 19, 2013

TO: Shannon Jones  
Chauncey M. Mason

RE: Factfinding for Henry County JFS and  
Professionals Guild of Ohio

**INVOICE**

1 Day of Factfinding	...	\$ 950.00
1 Day of Study and Writing	...	\$ 950.00
Mileage	...	<u>\$ 150.00*</u>
TOTAL	...	<u>\$ 2050.00</u>
<b>½ to be paid by the Agency</b>	...	<b><u>\$ 1025.00</u></b>
<b>½ to be paid by the Union</b>	...	<b><u>\$ 1025.00</u></b>

\*318 miles @ IRS rate 56.5¢ = \$179.67; maximum daily expenses per Ohio Administrative Code Rule 4117.9-01(C) = \$150.00.