

IN THE MATTER OF FACT FINDING

BETWEEN

AFSCME OHIO COUNCIL 8, AFL-CIO, LOCAL 27

AND

CUYAHOGA COUNTY, OHIO

SERB CASE # 14-MED-08-1048

Robert G. Stein, Fact-finder

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INTRODUCTION

The parties to this matter are AFSCME OHIO COUNCIL 8, AFL-CIO, AND ITS LOCAL 27 (hereinafter "Union") and the COUNTY OF CUYAHOGA (hereinafter "Employer," "County" or "Department."). The Employer is located in northern Ohio. The bargaining unit is comprised of approximately two hundred and forty (240) employees who hold positions in nine classifications in the Cuyahoga County Department of Health and Human Services. (See CBA for classifications) The effective dates of the current Agreement are January 1, 2012 through December 31, 2014.

General/State/Local Economic Overview: The economy has been improving on the national, state, and local levels for several years now, but if you use the Stock Market as an indicator, as well as debt in Greece, widespread turmoil in the Middle East, and, and then factor in a slowing China economy, there are reasons to proceed with caution. And, if the political climate at the moment is any indicator, unrest persists among the majority of the electorate regarding their own economic welfare and the fact that wages for many proplr have been relatively stagnate for years. The majority of Americans acknowledge signs of sustained economic improvement, but for the most part newly created employment opportunities provide less benefits and less job security. The sobering reality is that conditions post 2008 are unlikely to be the same as they were prior to the "Great Recession" and its aftermath that have caused local governmental operations to be a great deal more cautious in the way they do business. One difference is one of economic structure and the considerable loss of the manufacturing base in northern Ohio, along with the loss of good paying jobs. Another is the economics of revenue distribution to local government. It was changed dramatically by the state of Ohio legislature causing many local governments to seriously examine their operations. It is hoped that "Cleveland Rising" is for real in that Cleveland's success is important to the economic health of the County. As a native Clevelander, this fact-finder is particularly encouraged by all the activity surrounding this campaign, and it is hoped that it will have staying power, unlike so many ideas and plans over the decades that have ended up "on the rocks" of the Lake Erie shore.

CRITERIA

OHIO REVISED CODE

In the finding of fact, the Ohio Revised Code, Section 4117.14 (C) (4) (E) establishes the criteria to be considered for fact-finders. For the purposes of review, the criteria are as follows:

1. Past collective bargaining agreements
2. Comparisons
3. The interest and welfare of the public and the ability of the employer to finance the settlement.
4. The lawful authority of the employer
5. Any stipulations of the parties
6. Any other factors not itemized above, which are normally or traditionally used in disputes of this nature.

The recommendations contained in this report are guided by the above statutory criteria and are intended to be in accordance with them.

The Parties brought Fourteen (14) Open Issues Brought to Fact-finding (the Union withdrew two (2) of these issues as identified below.

The fact-finder shall list the position of each party including proposed changes. The general rationale of each party can be found in the Discussion Section under each issue, and supporting documentation can be found with the Parties' original Position Statements)

Recommendations issued in this Report are in scarlet.

ISSUE 1: Discipline (Article 12)

UNION PROPOSAL (PROPOSED CHANGES CROSSED OUT/UNDERLINED):

SECTION 1. For the purpose of determining the severity of discipline being imposed on a current charge, the County shall not take into account any prior disciplinary action that occurred more than two (2) years prior to the date that the offense occurred. Except in emergency situations, the County shall issue discipline within sixty (60) working days of the date of the Pre-Disciplinary Conference.

SECTION 2. An employee shall be given a copy of any warning, reprimand, or other disciplinary action entered into his/her personnel record as maintained by the Department of Human Resources within five (5) working days of the action taken. Further, the employee and the Union President will receive a copy of any suspension and/or discharge notice within three (3) working days of the action taken.

SECTION 3. Any employee who has been disciplined by suspension or discharge will be given a written statement describing in detail the reason or reasons for which he has been suspended or discharged. In case of suspension, the employee shall be advised of his/her right to have a Steward present. Further, if the employee so requests, he shall be granted a private interview with his/her Steward before the employee is required to leave the premises.

SECTION 4. Any suspension shall be for a specific number of consecutive days on which the employee shall be regularly scheduled to work. Holidays occurring during a period of suspension shall be counted as work days for the purpose of suspension only.

SECTION 5. It is important that the employee complaints regarding unjust or discriminatory suspensions and/or discharge be handled promptly. Therefore, all such disciplinary action may be reviewed through the Grievance Procedure, beginning at Step 2.

SECTION 6. Discipline must be applied in an objective, equitable and reasonable manner, and shall be progressive and corrective and never punitive, including for all attendance-related matters. It is expected that discipline will be imposed in a reasonably timely fashion under the facts and circumstances of a particular case. However, depending on the severity of the situation, the County may skip or repeat one or more of the steps in the disciplinary process. No employee shall be reduced in pay or position, suspended, discharged, or removed except for just cause.

SECTION 7. When the County disciplines an employee for failure to meet reasonable performance standards, all known violations of the standards that have been documented by management and discussed with the employee prior to the PDC, but after the issuance of any previous discipline, shall be merged into one disciplinary action. Additional violations of performance standards that occur after the discipline is

issued may form the basis of a subsequent disciplinary action. Progressive discipline for performance standards shall only be initiated after the County has gone through necessary corrective measures (i.e. training, performance improvement plan, verbal counseling, and management referral to the Employee Assistance Program). If an employee raises concerns regarding performance standards, he/she shall be given an opportunity to meet and discuss this matter with a designee of the County and may be accompanied by a Union representative, if requested in writing. Consideration for performance standard deficiencies shall be given to employees who have missed work days due to approved leave time, OCSS-mandated training, and any other OCSS-approved absence.

SECTION 7 8. No employee shall be suspended, or terminated without first being given the opportunity to participate in a Pre-Disciplinary Conference (PDC) conducted by a designee of the Department of Human Resources. At said conference, the employee may show cause why the disciplinary action should not be imposed. The employee and Union Office shall receive notification in writing at least three (3) working days prior to the conference. Such notice shall include a copy of the LR-1 (request for PDC) submitted by the Supervisor and documents submitted with the LR-1, date of the conference, time of the conference, location of the conference, nature of offense and the rights to union representation. If a Union representative (i.e., a union staff representative, an officer, a steward or an alternate steward) cannot be available to attend at the time the PDC is originally scheduled by the County, the Union shall immediately notify the Department of Human Resources and shall concurrently provide the Department of Human Resources with a minimum of three different alternative dates and times to reschedule the PDC within the five calendar day period following the original date. The County shall reschedule the PDC to take place when a Union representative is available within the five calendar-day period. It shall remain the Union's responsibility to ensure that a Union representative is available and present at the PDC. A PDC that is rescheduled shall not be rescheduled again and the PDC shall go forward unless the county determines it necessary to again reschedule.

SECTION 8 9. Any disciplinary action entered into an employee's personnel record as maintained by the Department of Human Resources shall be subject to the Grievance Procedure.

SECTION 10. The County shall notify the Union of any changes to the disciplinary policy at least fifteen (15) working days prior to such changes becoming effective.

EMPLOYER PROPOSAL (PROPOSED CHANGES UNDERLINED AND BOLD):

SECTION 1. For the purpose of determining the severity of discipline being imposed on a current charge, the County shall not take into account any prior disciplinary action that occurred more than two (2) years prior to the date that the offense occurred. Except in emergency situations, the County shall issue discipline within sixty (60) working days of the date of the Pre-Disciplinary Conference.

SECTION 2. An employee shall be given a copy of any warning, reprimand, or other disciplinary action entered into his/her personnel record as maintained by the Department of Human Resources within five (5) working days of the action taken. Further, the employee and the Union President will receive a copy of any suspension and/or discharge notice within three (3) working days of the action taken.

SECTION 3. Any employee who has been disciplined by suspension or discharge will be given a written statement describing in detail the reason or reasons for which he has been suspended or discharged. In case of suspension, the employee shall be advised of his/her right to have a Steward present. Further, if the employee so requests, he shall be granted a private interview with his/her Steward before the employee is required to leave the premises.

SECTION 4. Any suspension shall be for a specific number of consecutive days on which the employee shall be regularly scheduled to work. Holidays occurring during a period of suspension shall be counted as work days for the purpose of suspension only.

SECTION 5. It is important that the employee complaints regarding unjust or discriminatory suspensions and/or discharge be handled promptly. Therefore, all such disciplinary action may be reviewed through the Grievance Procedure, beginning at Step 2.

SECTION 6. Discipline must be applied in an objective, equitable and reasonable manner, and shall be progressive and corrective and never punitive. It is expected that discipline will be imposed in a reasonably timely fashion under the facts and circumstances of a particular case. However, depending on the severity of the situation, the County may skip or repeat one or more of the steps in the disciplinary process. No employee shall be reduced in pay or position, suspended, discharged, or removed except for just cause.

SECTION 7. No employee shall be suspended, or terminated without first being given the opportunity to participate in a Pre-Disciplinary Conference (PDC) conducted by a designee of the Department of Human Resources. At said conference, the employee may show cause why the disciplinary action should not be imposed. The employee and Union Office shall receive notification in writing at least three (3) working days prior to the conference. Such notice shall include a copy of the LR-1 (request for PDC) submitted by the Supervisor and documents submitted with the LR-1, date of the conference, time of the conference, location of the conference, nature of offense and the rights to union representation. If a Union representative (i.e., a union staff representative, an officer, a steward or an alternate steward) cannot be available to attend at the time the PDC is originally scheduled by the County, the Union shall immediately notify the Department of Human Resources and shall concurrently provide the Department of Human Resources with a minimum of three different alternative dates and times to reschedule the PDC within the five calendar day period following the original date. The County shall reschedule the PDC to take place when a Union representative is available within the five calendar day period. It shall remain the Union's responsibility to ensure that a Union representative is available and present at the PDC. A PDC that is rescheduled shall not be rescheduled again and the PDC shall go forward unless the county determines it necessary to again reschedule.

SECTION 8. Any disciplinary action entered into an employee's personnel record as maintained by the Department of Human Resources shall be subject to the Grievance Procedure.

SECTION 9. When the County disciplines an employee for failure to meet performance standards, all violations of the standards of which management is aware shall be merged into one disciplinary action. Additional violations of performance standards that occur or become known after the discipline is issued may form the basis of subsequent disciplinary action.

SECTION 10. The County shall notify the Union of any changes to the discipline policy (Section 13 of the Policies and Procedures Manual) at least fifteen (15) working days prior to such changes becoming effective.

DISCUSSION:

The Union's rationale is as follows:

"The Union maintains its position for the proposed modifications to the Discipline article. As stated during the fact-finding hearing, for discipline relating to attendance-related matters (Union Proposal, Section 6), the Employer is seeking to circumvent the progressive nature of discipline explicitly required by the collective bargaining agreement by changing the way employees are disciplined when they accumulate AWOL time. The new accumulation of AWOL time does not require progressive discipline, leading to the potentially harmful result of undermining the contract language specifically requiring progressive discipline. The Employer cannot unilaterally decide that progressive discipline is no longer relevant.

Additionally, the Union's proposal regarding performance standards (Union Proposal, Section 7) is not a result of "two anecdotal discipline cases" (Employer Position Statement, p. 4), but is the result of a longstanding mode of operation of the Employer to change performance expectations with little advance notice to employees and even less time for employees to transition into new performance standards. "To-date, there are no set guidelines or criteria that employees can point to in the performance of their daily job duties, which leaves employees vulnerable to discipline with no clear direction, especially if the Employer implements new performance standards without any type of transition. The language proposed by the Union is essentially an assurance that regardless of what the performance standards may be at any given point, employees will be treated in a manner that promotes fairness and provides them with an opportunity to improve their performance before having their employment terminated." (Union Position Statement, p. 3-4).

During negotiations, the Employer expressed consent to the Union's proposal for Section 10 (notice of discipline policy changes). The Union does not agree with referencing the location of the discipline policy as this location may change at any time, especially with the Employer being under a new administration and the review of current policies taking place since the new administration took office."

The Employer's rationale is as follows:

- A) *New Section 9 was proposed by the County as a counter-proposal in an attempt to meet concerns raised by the Union regarding two anecdotal discipline cases involving failure to achieve quantitative performance standards. Both cases were processed by a former employee of the Department of Human Resources and involved fact patterns similar to the following:*

Employee A failed to meet quantitative performance standards in October 2013. She received a 3 day suspension (that built on a prior written reprimand) in February 2014 for failure to meet the standard in October. In March 2014, she received a 5 day suspension for failure to meet quantitative performance

standards in November and December 2013. In July 2014, her employment was terminated for failure to meet quantitative performance standards in March, 2014.

The Union filed grievances concerning the two cases and the grievances were settled by reinstating the employees with back pay. The County contends that no special language is needed to deal with discipline related to performance standards and that the current language in the discipline article is sufficient. Nevertheless, in an effort to reach a compromise and to bargain in good faith, the County proposed new section 9 above.

In comparison to the Union's proposal, the language offered by the County on this matter is simpler and easier to understand. The Union's proposed limitations on discipline for failure to meet performance standards are onerous, and do not provide sufficient flexibility to discipline employees who fail to meet performance standards as may be required by each individual case. For example, the Union's proposal does not account for the possibility that serious discipline may be warranted for a serious incident involving failure to perform. The Union's proposal contains a prescribed schedule of discipline, training and referral to the employee assistance program for every case of failure to meet performance standards. Experience has shown that such an approach is unwarranted and limits the flexibility of the County to deal with situations in the manner called for under the circumstances. The Union provides no evidence to justify this proposal. No other CBA covering the County's 36 bargaining units contains such language.

B) Section 10 was first proposed by the Union. The County added the information in parentheses clarifying the location of the discipline policy in the Policies and Procedures Manual.

The fact-finder agrees that the changes made by the parties themselves prior to fact-finding and during the mediation phase of fact-finding addressed some of the concerns raised by the Union. However, the facts do not support changes in Section 7 as proposed by the Union. The Employer has the managerial right to set reasonable performance standards and for good reason may change those standards, provided employees are given reasonable notice of said changes. The language proposed by the Union appears to complicate performance requirements and unnecessarily burdens management's ability to require employees to meet standards with the presence of Union representation. While I appreciate the detailed explanation offered by the Union's Advocate, particularly with reference to changing caseload requirements, and point assignments, this is a matter better suited to Labor/Management committee review. If those standards are viewed as unrealistic, unclear, or have not been established and communicated properly, the Union has the right to grieve the standard(s) under the standards of reasonableness and proper notice.

RECOMMENDED LANGUAGE:

SECTION 1. For the purpose of determining the severity of discipline being imposed on a current charge, the County shall not take into account any prior disciplinary action that occurred more than two (2) years prior to the date that the offense occurred. Except in emergency situations, the County shall issue discipline within sixty (60) working days of the date of the Pre-Disciplinary Conference.

SECTION 2. An employee shall be given a copy of any warning, reprimand, or other disciplinary action entered into his/her personnel record as maintained by the Department of Human Resources within five (5) working days of the action taken. Further, the employee and the Union President will receive a copy of any suspension and/or discharge notice within three (3) working days of the action taken.

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SECTION 4. Any suspension shall be for a specific number of consecutive days on which the employee shall be regularly scheduled to work. Holidays occurring during a period of suspension shall be counted as work days for the purpose of suspension only.

SECTION 5. It is important that the employee complaints regarding unjust or discriminatory suspensions and/or discharge be handled promptly. Therefore, all such disciplinary action may be reviewed through the Grievance Procedure, beginning at Step 2.

SECTION 6. Discipline must be applied in an objective, equitable and reasonable manner, and shall be progressive and corrective and never punitive. It is expected that discipline will be imposed in a reasonably timely fashion under the facts and circumstances of a particular case. However, depending on the severity of the situation, the County may skip or repeat one or more of the steps in the disciplinary process. No employee shall be reduced in pay or position, suspended, discharged, or removed except for just cause.

SECTION 7. No employee shall be suspended, or terminated without first being given the opportunity to participate in a Pre-Disciplinary Conference (PDC) conducted by a designee of the Department of Human Resources. At said conference, the employee may show cause why the disciplinary action should not be imposed. The employee and Union Office shall receive notification in writing at least three (3) working days prior to the conference. Such notice shall include a copy of the LR-1 (request for PDC) submitted by the Supervisor and documents submitted with the LR-1, date of the conference, time of the conference, location of the conference, nature of offense and the rights to union representation. If a Union representative (i.e., a union staff representative, an officer, a steward or an alternate steward) cannot be available to attend at the time the PDC is originally scheduled by the County, the Union shall

immediately notify the Department of Human Resources and shall concurrently provide the Department of Human Resources with a minimum of three different alternative dates and times to reschedule the PDC within the five calendar day period following the original date. The County shall reschedule the PDC to take place when a Union representative is available within the five calendar day period. It shall remain the Union's responsibility to ensure that a Union representative is available and present at the PDC. A PDC that is rescheduled shall not be rescheduled again and the PDC shall go forward unless the county determines it necessary to again reschedule.

SECTION 8. Any disciplinary action entered into an employee's personnel record as maintained by the Department of Human Resources shall be subject to the Grievance Procedure.

SECTION 9. When the County disciplines an employee for failure to meet performance standards, all violations of the standards of which management is aware shall be merged into one disciplinary action. Additional violations of performance standards that occur or become known after the discipline is issued may form the basis of subsequent disciplinary action.

SECTION 10. The County shall notify the Union of any changes to the discipline policy (Section 13 of the Policies and Procedures Manual) at least fifteen (15) working days prior to such changes becoming effective.

ISSUE 2: Flex Time (Article 23)

UNION PROPOSAL (PROPOSED CHANGES CROSSED OUT/UNDERLINED):

SECTION 1. ~~The CSEA CJFS Administrator and/or designee may authorize employees to participate in flex-time. Such determination shall remain the sole discretion of the Administrator and/or designee(s), including eligibility criteria and flextime options. However, flex-time options may be discussed at labor/management meetings, including the feasibility of implementing flex-time on a unit basis. Eligibility to participate in the flextime options is not subject to the grievance procedure. The Union acknowledges the CJFS Administrator's right to authorize flextime participation. During the term of this agreement, the CJFS Administrator authorizes participation by bargaining unit employees in flextime where flextime participation does not interfere with the operational needs of the employer. A determination of how flextime participation shall be limited, in order to maintain service to clients and meet operational needs of the employer, shall be discussed in Labor-Management meetings facilitated by an FMCS representative. Flextime options shall be discussed in such Labor-Management meetings within thirty (30) days of final execution of this collective bargaining agreement, and said discussion shall include the feasibility of flextime participation and any necessary limitations to flextime participation or flextime options on a unit-by-unit basis.~~

Where practical and feasible, flex-time options for bargaining unit employees may

include:

A. ~~Variable starting and ending times;~~ **Core Hours Flextime Option**

Permits employees to choose, on a day-to-day basis, a work schedule beginning as early as 7:30 a.m. and as late as 9:00 a.m.

An employee's workday will end eight (8) hours from the time they arrive.

All employees are required to be present during the "core hours" of 9:00 a.m. to 3:30 p.m.

B. ~~Compressed work week (i.e. four ten hour work shifts);~~ **Selected Daily Work Hours Option**

An employee may select a different number of work hours each day.

Total selected hours must equal forty (40) hours each workweek during a five (5) day, Monday through Friday work week.

No less than four (4) hours or more than nine (9) hours may be worked in one day.

Holiday Scheduling: Employees who are on the selected daily work hour's option will revert to a five (5) day, eight (8) hour schedule during each week in which a holiday occurs.

C. **Pre-Scheduled Medical Appointment Flex Option**

Schedule adjustments for pre-scheduled medical appointments where the employee ~~obtained written authorization from management prior to attending the appointment.~~ obtains prior written approval from management to flex their schedule for the week during which the medical appointment is attended.

A forty (40) hour work week must be worked and paid holidays are considered as time worked for this option.

For all of the above options, if it becomes necessary to limit participation by the members of a unit in flextime, participation shall be determined on the basis of highest seniority.

For all bargaining unit employees who cannot participate in flextime options A or B above, there shall be a grace period allowed of up to fifteen (15) minutes from his or her shift start time without incurring AWOL. When an employee utilizes a portion of the grace period at the start of his or her shift, accrued vacation leave or compensatory time shall be granted or the employee shall make up the lost time at the end of his or her shift

if supervision is available.

SECTION 2. On a quarterly basis, employees shall have the opportunity to change their start time ~~within the core hours specified by the Employer for each unit~~ on a unit-by-unit basis, based on agency seniority. The County will endeavor to provide fourteen (14) calendar days' notice of available start times for the quarter and once employees have been notified of available start times, the available start times shall not be changed prior to the employees' selection for that quarter. As long as operational needs are being met, the available start times will include:

7:30 a.m. (shift ending at 3:30 p.m.)

7:45 a.m. (shift ending at 3:45 p.m.)

8:00 a.m. (shift ending at 4:00 p.m.)

8:15 a.m. (shift ending at 4:15 p.m.)

8:30 a.m. (shift ending at 4:30 p.m.)

8:45 a.m. (shift ending at 4:45 p.m.)

9:00 a.m. (shift ending at 5:00 p.m.)

SECTION 3. If an unforeseen ~~emergency situation~~ delay occurs, the Employer may permit employees to temporarily change their schedule within the core hours if supervision is available within the ~~division and~~ building. Approval may be conditioned upon receipt of verification of the ~~emergency delay that is acceptable to the Employer.~~ The Employer may approve emergency vacation of compensatory time off instead of adjusting core hours. Approval may be conditioned upon receipt of verification of the ~~emergency delay that is acceptable to the Employer.~~ Any requests made under this provision shall not be unreasonably denied and any denial shall be confirmed in writing.

SECTION 4. The Employer shall provide new employees with an explanation of core hours and available start times during new employee orientation.

EMPLOYER PROPOSAL (PROPOSED CHANGES UNDERLINED AND BOLD):

SECTION 1. The ~~CSEA~~ **CJFS** Administrator and/or designee may authorize employees to participate in flex-time. Such determination shall remain the sole discretion of the Administrator and/or designee(s), including eligibility criteria and flextime options. However, flex-time options may be discussed at labor/management meetings, including the feasibility of implementing flex-time on a unit basis. Eligibility to participate in the flextime options is not subject to the grievance procedure.

Where practical and feasible, flex-time options for bargaining unit employees may include:

- A. Variable starting and ending times;
- B. Compressed work week (i.e., four ten hour work shifts);
- C. Schedule adjustments for pre-scheduled medical appointments where the employee obtained written authorization from management prior to attending the appointment.

SECTION 2. On a quarterly basis, employees shall have the opportunity to change their start time within the core hours specified by the Employer for each unit based on agency seniority.

SECTION 3. If an unforeseen emergency situation occurs, the Employer may permit employees to temporarily change their schedule within the core hours if supervision is available with the division and building. Approval may be conditioned upon receipt of verification of the emergency that is acceptable to the Employer. The Employer may approve emergency vacation or compensatory time off instead of adjusting core hours. Approval may be conditioned upon receipt of verification of the emergency that is acceptable to the Employer. **Requests made under this provision shall not be unreasonably denied. Employee requests shall be made in writing and approval/denial shall be confirmed in writing by the employee's supervisor.**

SECTION 4. The Employer shall provide new employees with an explanation of core hours and available start times during new employee orientation.

DISCUSSION:

The Union's rationale is as follows:

The Union has attempted to work with the Employer to explore flex-time options in the past in Labor/Management meetings, only to be met with unfounded resistance and the subsequent elimination of shifts already in existence. The Employer asserts that the "Union desires that employees be given free rein [sic] to work at any time between the hours of 7:30 a.m. and 9:00 a.m." (Employer Position Statement, p. 6). This is a grave overstatement of what the Union wishes to accomplish. The reality is that the Employer has never been willing to seriously explore flex-time options, regardless of what the contract states. Franklin County has flex-time incorporated into the contract for its Child Support Enforcement Agency. As a county of comparable size and caseload, Franklin County's model of flex-time and shift options provides the groundwork for what the Union hopes to accomplish, which is flexibility to achieve a healthy work-life balance and stability in knowing that the Employer won't eliminate shifts on a whim.

The Employer's rationale is as follows:

The system of variable start times that is already in the CBA offers the most flexibility of any of the County's 36 bargaining units. The County is adamantly opposed to the mandated flex-time options demanded by the Union. The Union's proposal will exponentially increase the difficulty of managing employees, assigning work, and meeting client needs. The Union's proposal is unreasonable and represents a significant departure from the practices currently existing among the County's unionized and non-unionized employees. A substantial re-write such as this should be accomplished through bargaining and not through the statutory impasse resolution process. However, the Union has offered nothing, and there is no quid pro quo that could possibly convince the County to agree with this proposal. Finally, the County has already agreed to changes that are incorporated into its proposal that deal with the specific complaints raised during negotiations regarding the process of choosing start-times during the quarterly canvass that the current language already calls for.

The only proposal that the Union has made with regard to the Flex-time Article that is even remotely workable is their proposal for Section 3 regarding the term "emergency". The County could live with changing the word "emergency" to "unforeseen circumstances beyond the employee's control."

Defining the term "emergency" has been an issue in collective bargaining agreements for decades. Parties, usually not agreeing on a single definition, have historically resorted to common definitions of the term that refer to conditions well beyond one's control and have relied upon the description of the event to determine whether it can be reasonably labelled

an emergency. To change the terms of the language from “emergency” to “delay” would be creating a new condition that is not commonly found in labor agreements and is so broad that it could apply to factors arguably under an employee’s control and hopefully avoided given better planning or reasonable anticipation of problems (e.g. one is aware of a bridge closing, which has been widely announced and which requires a longer drive time). That could be classified as a delay, but one that should have been reasonably anticipated, particularly after it had been experienced more than once. Shift start times and ending times, are so intertwined with the varying demands and requirements of the work itself that agreeing to rigid starting and stopping times does not permit the Agency the proper flexibility to adjust to changing circumstances and conditions inherent in this type of work. Client based challenges and the unique situations they find themselves in and often contribute to are far different than the rote properties inherent in routine work. It is also noted that the flexibility in start times already exists and currently provides greater choice for bargaining unit employees than that which exists in other bargaining units in the County. However, the Union’s proposal of 14 calendar days’ notice to be added to Section 2 is customarily found in labor agreements and is reasonable.

RECOMMENDED LANGUAGE:

SECTION 1. The ~~CSEA~~ **CJFS** Administrator and/or designee may authorize employees to participate in flex-time. Such determination shall remain the sole discretion of the Administrator and/or designee(s), including eligibility criteria and flextime options. However, flex-time options may be discussed at labor/management meetings, including the feasibility of implementing flex-time on a unit basis. Eligibility to participate in the flextime options is not subject to the grievance procedure.

Where practical and feasible, flex-time options for bargaining unit employees may include:

- A. Variable starting and ending times;
- B. Compressed work week (i.e., four ten hour work shifts);
- C. Schedule adjustments for pre-scheduled medical appointments where the employee obtained written authorization from management prior to attending the appointment.

SECTION 2. On a quarterly basis, employees shall have the opportunity to change their start time within the core hours specified by the Employer for each unit based on agency seniority.

The County will provide fourteen (14) calendar days' notice of available start times for the quarter and once employees have been notified of available start time, the available start times shall not be changed prior to the employees' selection for that quarter.

SECTION 3. If an unforeseen emergency situation occurs, the Employer may permit employees to temporarily change their schedule within the core hours if supervision is available with the division and building. Approval may be conditioned upon receipt of verification of the emergency that is acceptable to the Employer. The Employer may approve emergency vacation or compensatory time off instead of adjusting core hours. Approval may be conditioned upon receipt of verification of the emergency that is acceptable to the Employer. **Requests made under this provision shall not be unreasonably denied. Employee requests shall be made in writing and approval/denial shall be confirmed in writing by the employee's supervisor.**

SECTION 4. The Employer shall provide new employees with an explanation of core hours and available start times during new employee orientation.

ISSUE 3: Holidays (Article 27)

UNION PROPOSAL (PROPOSED CHANGES CROSSED OUT/UNDERLINED):

SECTION 1. All regular full-time employees shall be entitled to the following holidays: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day.

SECTION 2. Should any of the recognized holidays fall on a Sunday, the following Monday shall be observed as the holiday. Should any of the recognized holidays fall on a Saturday, the preceding Friday shall be observed as the holiday.

SECTION 3. To be entitled to holiday pay, an employee must be on the active payroll (i.e., actually receives pay) during the week in which the holiday falls. Further, to be entitled to holiday pay, employees must actually work the scheduled workday before and the scheduled workday after the holiday. For the purposes of this paragraph, prior approved vacation, verified funeral leave, verified accident or injury which requires hospitalization as in-patient or out-patient, and any other written prior approved paid leaves of absence will be considered as hours worked.

SECTION 4. An employee who does not work on a recognized holiday shall receive eight (8) hours straight time pay at his/her regular hourly rate. If an employee's work schedule is other than Monday through Friday, he/she shall receive eight (8) hours straight time pay at his/her regular rate for the holiday observed on his/her day off or at the option of the employee, eight (8) hours straight compensatory time at the regular rate. The eight (8) hour compensatory time also may be used as an alternate day off in the week that the actual holiday occurs.

SECTION 5. All employees who work on a recognized holiday shall receive eight (8) hours holiday pay in addition to time and one-half (1-1/2) their regular rate of pay for all hours worked on the holiday.

SECTION 6. All regular full-time employees shall be entitled to ~~one~~ five (5) personal days in each calendar year. ~~The personal~~ **Personal** days may be used contingent upon the operational needs of the Employer. A written request for use of a personal day must be submitted at least twenty-four (24) hours in advance. In the event numerous requests are made for a certain day, seniority shall govern. A personal day must be used in a full eight (8) hour increment. Probationary employees (new hires) are ineligible to use a personal day. A personal day cannot be accrued from one calendar year to another.

EMPLOYER PROPOSAL (PROPOSED CHANGES UNDERLINED AND BOLD):

SECTION 1. All regular full-time employees shall be entitled to the following holidays: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day.

SECTION 2. Should any of the recognized holidays fall on a Sunday, the following Monday shall be observed as the holiday. Should any of the recognized holidays fall on a Saturday, the preceding Friday shall be observed as the holiday.

SECTION 3. To be entitled to holiday pay, an employee must be on the active payroll (i.e., actually receives pay) during the week in which the holiday falls. Further, to be entitled to holiday pay, employees must actually work the scheduled workday before and the scheduled workday after the holiday. For the purposes of this paragraph, prior approved vacation, verified funeral leave, verified accident or injury which requires hospitalization as in-patient or out-patient, and any other written prior approved paid leaves of absence will be considered as hours worked.

SECTION 4. An employee who does not work on a recognized holiday shall receive eight (8) hours straight time pay at his/her regular hourly rate. If an employee's work schedule is other than Monday through Friday, he/she shall receive eight (8) hours straight time pay at his/her regular rate for the holiday observed on his/her day off or at the option of the employee, eight (8) hours straight compensatory time at the regular rate. The eight (8) hour compensatory time also may be used as an alternate day off in the week that the actual holiday occurs.

SECTION 5. All employees who work on a recognized holiday shall receive eight (8) hours holiday pay in addition to time and one-half (1-1/2) their regular rate of pay for all hours worked on the holiday.

SECTION 6. All regular full-time employees shall be entitled to one (1) personal day in each calendar year. The personal day may be used contingent upon the operational needs of the Employer. A written request for use of a personal day must be submitted at least twenty-four (24) hours in advance. In the event numerous requests are made for a certain day, seniority shall

govern. A personal day must be used in a full eight (8) hour increment. Probationary employees (new hires) are ineligible to use a personal day. A personal day cannot be accrued from one calendar year to another.

DISCUSSION:

The Union's rationale is as follows:

The Union proposes increasing the number of personal days in order to give employees who have exhausted FMLA leave and all paid sick or vacation leave, an opportunity to take care of personal or medical issues that may arise after the exhaustion of such leave time. Being that the OCSS is a Health and Human Services agency, it would stand to reason that the Employer would understand and be sympathetic of personal, medical, or family issues. However, more often than not, employees are held to rigid interpretations of the Employer's policy and the collective bargaining agreement that have a negative impact on employees facing serious situations.

The Employer's rationale is as follows:

The County is proposing current contract language. There is no justification for the Union's proposal. Internal equity and operational needs weigh heavily against the Union's proposal. No other CBA at the County provides five personal days. The County's proposal provides the same level of benefit enjoyed by all other unionized employees of DHHS, including those covered by the AFSCME Local 1746 CBA. The employees of this bargaining unit already enjoy substantial leave benefits. There is no justification for providing the employees of this bargaining unit with more personal days than any other employee, bargaining or non-bargaining, at DHHS. The Union's proposal will force the County to hire more staff to be able to meet operational needs.

While other Child Support Enforcement Agencies in the State of Ohio have more personal days, the facts presented in this case, particularly on an internal comparable basis involving many bargaining units in the County, do not justify the expansion of personal leave to five (5) days from the current one (1) day. An "apples to apples" comparison, while possible and statutorily permitted, is difficult regarding the subject of personal leave. It is also difficult to pick out other Agencies, who may have better time off-benefits in one area and inferior benefits to the County in another area. The Employer's proposal to maintain current language is substantially supported by internal comparable language. Moreover, other employees in the 35 bargaining units in the County face the same problems regarding the possibility of exhausting FMLA, sick, and vacation leave as they too have to face difficult health related concerns. In the case of serious illness or injury it is also noted that the Union has bargained a provision for unpaid leave that may be obtained under current Article 40 similar to that which exists in the largest AFSCME bargaining unit, Local 1746.

RECOMMENDED LANGUAGE:

Current Contract Language

ISSUE 4: Vacations (Article 28)

UNION PROPOSAL (PROPOSED CHANGES CROSSED OUT/UNDERLINED):

SECTION 1. Each pay period, all regular full-time employees shall earn prorated vacation leave at their regular hourly pay rate based upon their length of County service as follows:

- 1 year but less than 5 years 80 working hours per year (3.1 hours per 80 hours in active pay status)
- 5 years but less than ~~15~~ 10 years 120 working hours per year (4.6 hours per 80 hours in active pay status)
- ~~15~~ 10 years but less than ~~25~~ 15 years... 160 working hours per year (6.2 hours per 80 hours in active pay status)
- 15 years but less than ~~25~~ 20 years..... ~~160~~ 180 working hours per year (~~6.2~~ 6.9 hours per 80 hours in active pay status)
- ~~25~~ 20 years or more 200 working hours per year (7.7 hours per 80 hours in active pay status)

SECTION 2. An employee becomes eligible for vacation leave on the first anniversary of his/her employment with the County. Vacation leave may be taken by the employee within twelve (12) months after it is earned.

SECTION 3. The County shall permit an employee to accumulate and carry over his/her vacation leave to the following year, but in no case shall vacation leave be carried over more than three (3) years. The maximum accumulation amounts shall be as follows:

- 1 year but less than 5 years 240 working hours
- 5 years but less than ~~15~~ 10 years 360 working hours
- ~~15~~ 10 years but less than ~~25~~ 15 years 480 working hours
- 15 years but less than ~~25~~ 20 years ~~480~~ 540 working hours

25 20 years or more600 working hours

Once employees surpass the maximum allowable vacation amount for their particular earning rate, they have a period of one year from the date in which the maximum balance was surpassed to use or forfeit the time in excess of the allowable amount. Each time an employee surpasses the maximum allowable amount a new date is established for the use or expiration of these hours.

SECTION 4. An employee's unused vacation leave accumulated while they were employed by a governmental subdivision other than the County cannot be transferred to the DHHS. Employees transferring to the DHHS from a non County governmental subdivision must work twelve (12) months before being eligible for vacation. This does not affect an employee's service credit. After the first twelve (12) months, the transferred employee's rate of accrual shall be determined based on the employee's total service credit (including credit earned at other governmental subdivisions).

SECTION 5. If an employee is terminated (voluntarily or involuntarily) prior to taking his/her vacation, he/she shall be paid the pro-rated portion of any fully earned but unused vacation leave which he/she has accrued under Section 2 of this Article. In case of death of an employee, the unused vacation leave shall be paid to his/her estate or in accordance with Revised Code 2113.04.

SECTION 6. With submission of appropriate evidence, an employee who experiences illness, injury or death in the family while on vacation leave shall be granted sick leave instead, upon request.

SECTION 7. If a recognized holiday falls within an employee's vacation leave, the employee shall receive an additional paid vacation day in lieu of the holiday.

SECTION 8. Vacation leave may only be taken with prior approval of management. Employees may take their vacations during the calendar year. During the first quarter of each calendar year employees will be given an opportunity to indicate their vacation leave preference through the County's electronic time system (currently MyHR). By May first (1st) of each year, a written vacation schedule (by operational unit) will be prepared by the County and posted (and individual written confirmation given to each employee) with priority given to employees according to their bargaining unit seniority. Once the vacation schedule is determined it shall not be changed without the consent of the involved employee. Decisions to approve vacation requests for any employee who fails to make his/her vacation application during the appropriate period will be made without regard to seniority based upon when the application was made except when two (2) employees request vacation on the same day for the same future time period, seniority will govern. All vacation requests made outside of the vacation application period shall be made with the following advance notice:

<u>Less than (1) day:</u>	<u>Equivalent of time requested</u>
<u>One (1) day:</u>	<u>One (1) working day</u>
<u>Two to Three (2-3) days:</u>	<u>Two (2) working days</u>
<u>Four (4) days or more:</u>	<u>Five (5) working days.</u>

The Employee will receive a response to the unscheduled vacation request no later than three (3) work days of receipt of the request by their immediate supervisor. Unscheduled vacation shall be posted once it has been approved. Except in emergency situations, employees shall give at least a one-week courtesy advance notice to their supervisor should they choose to cancel their reserved vacation time. The duration of an employee's vacation shall be limited only by operational needs and the employee's time accrued. The maximum allowable number of employees scheduled out on vacation at one time shall be no more than one half (1/2) of an operational unit.

EMPLOYER PROPOSAL (PROPOSED CHANGES UNDERLINED AND BOLD):

SECTION 1. Each pay period, all regular full-time employees shall earn pro-rated vacation leave at their regular hourly pay rate based upon their length of County service as follows:

- 1 year but less than 5 years.....80 working hours per year (3.1 hours
per 80 hours in active pay status)
- 5 years but less than 15 years.....120 working hours per year (4.6 hours
per 80 hours in active pay status)
- 15 years but less than 25 years..160 working hours per year (6.2 hours
per 80 hours in active pay status)
- 25 years or more.....200 working hours per year (7.7 hours
per 80 hours in active pay status)

SECTION 2. An employee becomes eligible for vacation leave on the first anniversary of his/her employment with the County. Vacation leave may be taken by the employee within twelve (12) months after it is earned.

SECTION 3. The County shall permit an employee to accumulate and carry over his/her vacation leave to the following year, but in no case shall vacation leave be carried over more than three (3) years. The maximum accumulation amounts shall be as follows:

- 1 year but less than 5 years 240 working hours
- 5 years but less than 15 years..... 360 working hours
- 15 years but less than 25 years..... 480 working hours
- 25 years or more.....600 working hours

Once employees surpass the maximum allowable vacation amount for their particular earning rate, they have a period of one year from the date in which the maximum balance was surpassed

to use or forfeit the time in excess of the allowable amount. Each time an employee surpasses the maximum allowable amount a new date is established for the use or expiration of these hours.

SECTION 4. An employee's unused vacation leave accumulated while they were employed by a governmental subdivision other than the County cannot be transferred to the DHHS. Employees transferring to the DHHS from a non County governmental subdivision must work twelve (12) months before being eligible for vacation. This does not affect an employee's service credit. After the first twelve (12) months, the transferred employee's rate of accrual shall be determined based on the employee's total service credit (including credit earned at other governmental subdivisions).

SECTION 5. If an employee is terminated (voluntarily or involuntarily) prior to taking his/her vacation, he/she shall be paid the pro-rated portion of any fully earned but unused vacation leave which he/she has accrued under Section 2 of this Article. In case of death of an employee, the unused vacation leave shall be paid to his/her estate or in accordance with Revised Code 2113.04.

SECTION 6. With submission of appropriate evidence, an employee who experiences illness, injury or death in the family while on vacation leave shall be granted sick leave instead, upon request.

SECTION 7. If a recognized holiday falls within an employee's vacation leave, the employee shall receive an additional paid vacation day in lieu of the holiday.

SECTION 8. Vacation leave may only be taken with prior approval of management. Employees may take their vacations during the calendar year. During the first quarter of each calendar year employees will be given an opportunity to indicate their vacation leave preference through the County's electronic time system (currently MyHR). By May first (1st) of each year, a written vacation schedule (by operational unit) will be prepared by the County and posted (and individual written confirmation given to each employee) with priority given to employees according to their bargaining unit seniority. Once the vacation schedule is determined it shall not be changed without the consent of the involved employee. Decisions to approve vacation requests for any employee who fails to make his/her vacation application during the appropriate period will be made without regard to seniority based upon when the application was made except when two (2) employees request vacation on the same day for the same future time period, seniority will govern. The Employee will receive a response to the unscheduled vacation request no later than three (3) work days of receipt of the request by their immediate supervisor. Unscheduled vacation shall be posted once it has been approved. The duration of an employee's vacation shall be limited only by operational needs and the employee's time accrued.

DISCUSSION:

The Union's rationale is as follows:

In comparison to other counties' Child Support Enforcement Agencies, Cuyahoga County offers

the least amount of vacation time to employees. For example, over the course of a 30-year career, employees at Cuyahoga County get at least 6-12.5 weeks less vacation than Montgomery County, Hamilton County, Franklin County, Mahoning County, and Lucas County. Cuyahoga County is the largest populated county in the state and the employees at the OCSS have a much higher caseload than all of the counties mentioned, yet have fewer benefits to reflect the work being done.

Regarding the process of scheduling vacation, there is currently no set structure for the handling of unscheduled vacation time, the number of employees on vacation at one time, or the procedure for canceling vacation. The Union's proposal attempts to provide such a structure.

The Employer's rationale is as follows:

*The Union proposes that employees in the bargaining unit receive more vacation accrual than all other employees, bargaining and non-bargaining, receive. It also proposes additional language to be added to the vacation scheduling provisions. The County proposed current contract language. The Union has the burden to justify the substantial re-write of current contract language that it seeks. Internal equity considerations weigh heavily against granting this unit more vacation time than any other bargaining or non-bargaining employees at DHHS. The larger unit represented by AFSCME, Local 1746, has the same language proposed by the County. The existing language is only three years old and was bargained after AFSCME became the exclusive representative for this unit. During original negotiations, AFSCME argued for consistency between the units. Several new articles were added to the contract covering this bargaining unit only because they had existed in the Local 1746 contract. The County agreed to language changes based on consistency and the parties agreed to the same vacation scheduling language. Now AFSCME seeks to "cherry pick" scheduling language that previously existed in the old CBA with Teamsters Local 407 and strip the County of the benefit of its bargain during the last negotiations. In addition, the notice proposed by the Union for "less than one day" of vacation usage is unworkable. **Finally, the County is adamantly opposed to the introduction of language in the collective bargaining agreement, in any fashion, that sets requirements on minimum staffing levels. The determination of staffing levels is a management right and such language does not constitute a mandatory subject of bargaining. In this regard, the Union's proposal that "the maximum allowable number of employees scheduled out on vacation at one time shall be no more than one-half (1/2) of an operational unit" is completely unacceptable. Insertion of language such as this into the Vacation article will contradict the language that the parties have already agreed to in the Management Rights article that provides that the County has the right to determine staffing levels.***

As with personal leave, while external comparable data may indicate a greater benefit for other agencies, this external comparison does not outweigh the internal comparable benefit particularly in areas that arguably involve equal levels of stress that may come in different forms or under different circumstances related to the type of work performed, and where vacations are of particular value to one's mental and physical health. The Union's proposal to set a number of employees who may take vacation at ½ of a unit's strength is not supported by data to demonstrate its viability or impact upon the quality and productivity of the service of the Agency. Also, this type of language creates minimum staffing requirements for an employer not found in AFSCME's largest county unit (1746). Most public employers have not agreed to manning clauses in bargaining unit contracts, with the exception of those found in safety force units. Moreover in the aftermath of the great recession, the fact-finder has been exposed to a clear trend by Ohio public employers

with agreement or through impasse proceedings with their unions to eliminate or loosen staffing provisions particularly in order to more effectively manage costs.

RECOMMENDED LANGUAGE:

Current Contract Language

ISSUE 5: Extended Unpaid Sick/Medical Leave (Article 30)

ISSUE 6: Educational Leave (Article 37)

THE UNION SUBSEQUENTLY WITHDREW ITS ISSUE 5 AND ISSUE 6 PROPOSALS

ISSUE 7: Personal Leave (Article 39)

UNION PROPOSAL (PROPOSED CHANGES CROSSED OUT/UNDERLINED):

For those employees who have completed their probationary period, personal leaves of absence may be granted without pay for cause shown for a period not to exceed six (6) months. Such leaves of absence may be extended by the Employer but in no case will any employee be permitted to exceed six (6) months continuous leave under this paragraph in any one (1) calendar year except in serious or unusual circumstances. Personal leave may be taken in increments at small as one (1) working day and ~~Applicable~~ applicable paid leave must be exhausted prior to granting unpaid personal leave. Requests for personal leaves of absence shall not be unreasonably denied.

EMPLOYER PROPOSAL (PROPOSED CHANGES UNDERLINED AND BOLD):

For those employees who have completed their probationary period, personal leaves of absence may be granted without pay for cause shown for a period not to exceed six (6) months. Such leaves of absence may be extended by the Employer but in no case will any employee be permitted to exceed six (6) months continuous leave under this paragraph in any one (1) calendar year except in serious or unusual circumstances. Applicable paid leave must be exhausted prior to granting unpaid personal leave.

DISCUSSION:

The Union's rationale is as follows:

During a Labor/Management meeting in October 2013, and later confirmed by the Employer, the Employer indicated that per Human Resources, Personal Leave could in fact be used in one-day increments. This was the

understanding going forward until the Employer unilaterally flipped the interpretation back to imposing a 10-day minimum, denying employees with legitimate personal needs the ability to take personal unpaid leave where other leave had been exhausted (due to serious medical conditions, i.e. complications arising after the premature birth of a child). At the fact-finding hearing, the Employer could offer no solution to address this issue and the Union is therefore standing by its proposal, especially since the Employer still maintains the right and autonomy to determine whether personal leave is appropriate by requiring employees to show cause for the requested leave (based upon contract language).

The Employer's rationale is as follows:

The County is proposing current contract language. Using personal leave in small increments will create yet another bank of "incremental leave" that will further increase the difficulty of managing operational needs. Personal leave was not intended to be used for medical purposes as the parties already have a separate article for unpaid medical leave that goes beyond the requirements of the FMLA. No other contract at the County contains a provision for incremental usage of personal leave for medical reasons.

The current collective bargaining agreement, as is the case with many of the County's contracts, contains several options for taking paid leave. While unpaid leave is commonly found in collective bargaining agreements in Ohio's public sector, unpaid leave is far more difficult for an employer to predict and therefore plan for in terms fulfilling the mission of an agency. Given that reality, it is far more common for employers to exercise greater control over the granting of unpaid leave, including the amount of said leave. That exercise of control does not preclude reasonable treatment of employees who have unfortunate health concerns. There was insufficient evidence to demonstrate that the Employer was routinely unresponsive to helping employees who were experiencing problems. The internal comparable data also supports the Employer's position.

RECOMMENDED LANGUAGE:

Current Contract Language

ISSUE 8: Job Vacancies/Lateral Transfers (Article 42)

UNION PROPOSAL (PROPOSED CHANGES UNDERLINED):

SECTION 1. Whenever the Employer determines to fill a permanent position within the bargaining unit and such a position is not filled through recall from a layoff list, a notice of such vacancy shall be posted on the OCSS inner web for a period of seven (7) calendar

days not including the date of posting. During the posting period, anyone wishing to apply for the vacant position shall do so by submitting a written application on forms supplied by the County or through electronic submission if required by the County. Selection methodology will be placed on the ~~CSEA website~~ OCSS inner web. The County shall not be obliged to consider applications submitted after the seven (7) calendar day posting period has expired or to consider applicants who do not meet the minimum job related qualifications. ~~All Postings~~ postings shall contain the classification title, rate of pay, education, and experience required, shift, unit, division, minimum job qualifications, and a brief summary of the job duties. A copy of the application shall be retained by the employee.

SECTION 2. Employees who are promoted to a higher position within the bargaining unit shall be placed at the lowest step in the appropriate pay range that provides a minimum of a 5% pay increase. Employees who are voluntarily or involuntarily demoted shall be placed at that step in the appropriate pay range that constitutes not less than a 5% decrease.

SECTION 3. ~~Lateral transfers shall be limited to transfers between divisions and to specialized units within a division. The County reserves the right to implement administrative transfers to meet operational workloads, or to restructure or reorganize operations, or to insure compliance with non discrimination policies or other legitimate operational needs. When the County implements administrative transfers, it shall first seek volunteers among the qualified employees in the classification(s) and unit(s) affected and if the number of volunteers is insufficient the least senior qualified employees will be transferred.~~ When a vacancy occurs that the County intends to fill, an employee who has served in a specific position for a period of 18 months, inclusive of any probationary period, may exercise his/her seniority for the purpose of transferring within his/her classification on the following basis:

A. Within an OCSS division, provided the employee has the ability to perform the work in question.

B. From one OCSS division to another, provided the employee has the ability to perform the work in question.

Lateral transfers shall be filled before posting for promotional opportunities. Lateral transfers shall be awarded to the most senior qualified applicant.

Once an employee accepts a transfer, the decision is final unless the employee does not demonstrate the ability to perform the work as stated in Section 5 of this Article.

SECTION 4. All applications for promotions timely filed will be reviewed by the Employer and the job will be awarded to a qualified applicant for the position based upon skill, experience, education, attendance, work and disciplinary record, past job performance, and seniority. ~~Timely bids from qualified internal applicants shall be~~

~~considered in a separate pool and be given first priority before consideration of applicants from outside CSEA.~~ The County may consider external candidates for entry-level positions in the same pool as internal candidates. Entry level positions are defined as: Information Processor 1, Support Specialist 1, or Support Officer. Timely bids from qualified internal applicants for the position of Support Officer shall be considered in a separate pool and be given first priority before consideration of applicants from outside OCSS. All other positions require an internal posting first, and if there is no qualified internal applicant, external candidates may be considered. In the event that two (2) or more employees have substantially equal qualifications, the applicant with more bargaining unit seniority will be selected. No employee will be automatically disqualified for a transfer or promotion because of prior disciplinary action against them, where the discipline did not result in a suspension or removal, and where the discipline was imposed more than one (1) year from the date the employee applies for the transfer or promotion.

SECTION 5. An employee selected through this process shall be given a one-hundred and twenty (120) day probationary period to demonstrate that he/she is qualified for the position. ~~Employees who do not meet the County's expectations may be failed at any time during the probationary period. If, before the expiration of the probationary period the employee, in the opinion of the County, cannot qualify, the matter shall be discussed with the employee and his/her Steward. Said discussion shall take place as soon as the County is of the opinion that a probationary failure may be considered. Following this discussion, the employee shall be given a reasonable period of time, not to exceed the term of the probationary period, to qualify.~~ Upon written notification to the union and the employee at least five (5) calendar days prior to the end of the normal period, the employer may extend the probationary period for not more than an additional forty-five (45) days. Should an employee fail to qualify for the position during the probationary period, he/she shall be returned to his/her former classification, or in the case of a lateral transfer, to his/her former ~~division~~ unit.

SECTION 6. A notice shall be posted on ~~CSEA's~~ the OCSS inner web showing the name of the applicant selected or indicating that no one was selected. Upon written request from the Union, Human Resources shall share documentation that the selected candidate meets minimum qualifications for the position. ~~If no internal application is received, or if none of the internal applicants are qualified for the job, the County may fill the job with a qualified new employee by external posting.~~

SECTION 7. CSEA OCSS has the right to administer promotional examinations ~~and examinations for lateral transfers between divisions and transfers to specialized units within a division.~~ Any promotional ~~or lateral~~ examination that is administered to bargaining unit employees by ~~CSEA~~ OCSS for positions in the bargaining unit shall be reasonable and job related. If an examination is grieved, the parties will make every effort to safeguard the security of the exam. If a grievance exists, the Union staff representative and a steward shall be permitted to review the exam in the presence of a management representative. The test shall not be copied and test questions or information relative to

the exam shall be shared by the Union with any employee. If an employee is not awarded a promotion but has obtained a qualifying promotional examination score, their score shall remain active for one (1) year following the date of examination and such employee will have the option to retest if the same or similar promotion is posted during the year.

SECTION 8. A newly hired employee must have been in their classification position for ~~twelve (12)~~18 months before being eligible at the time of application for a lateral transfer or promotion. An employee who is laterally transferred or promoted shall not be eligible for another lateral transfer or promotion for a period of ~~twenty-four (24)~~ 18 months.

SECTION 9. Opportunities for job advancement training may be made available during the term of this Agreement. Job advancement training may be placed on the agenda for discussion during labor/management meetings, including the possibility of developing an internal certification program for Information Processors desiring to be promoted to Support Officer. The parties shall have the authority in labor/management to adopt such a program. The requirements of the certification program shall be determined by management.

SECTION 10. The County reserves the right to implement administrative transfers to meet operational workloads, or to restructure or reorganize operations, or to insure compliance with non-discrimination policies or other legitimate operational needs. When the County implements administrative transfers, it shall first seek volunteers among the qualified employees in the classification(s) and unit(s) affected and if the number of volunteers is insufficient the least senior qualified employees will be transferred. If more than one employee volunteers for an administrative transfer, the position shall be awarded to the most senior qualified employee who can do the work with minimal training. Employees who have been administratively transferred shall not be subject to a probationary period.

EMPLOYER PROPOSAL (PROPOSED CHANGES UNDERLINED AND BOLD):

SECTION 1. Whenever the Employer determines to fill a permanent position within the bargaining unit and such a position is not filled through recall from a layoff list, a notice of such vacancy shall be posted **on the OCSS inner web** for a period of seven (7) calendar days not including the date of posting. During the posting period, anyone wishing to apply for the vacant position shall do so by submitting a written application on forms supplied by the County or through electronic submission if required by the County. Selection methodology will be placed on the ~~CSEA website~~ **OCSS inner web.** The County shall not be obliged to consider applications submitted after the seven (7) calendar day posting period has expired or to consider applicants who do not meet the minimum job related qualifications. **All Ppostings** shall contain the classification title, rate of pay, education, ~~and~~ experience required, shift, **specialized unit, division, minimum job qualifications** and a brief summary of the job duties. A copy of the application shall be retained by the employee.

SECTION 2. Employees who are promoted to a higher position within the bargaining unit shall be placed at the lowest step in the appropriate pay range that provides a minimum of a 5% pay

increase. Employees who are voluntarily or involuntarily demoted shall be placed at that step in the appropriate pay range that constitutes not less than a 5% decrease.

SECTION 3. When a vacancy occurs that the County intends to fill, an employee who has served in a specific position for a period of 18 months, inclusive of any probationary period, may exercise his/her seniority for the purpose of transferring within his/her classification on the following basis: Lateral transfers shall be limited to transfers between divisions and/or to specialized units within a division. Lateral transfers shall be filled before posting for promotional opportunities. The County reserves the right to implement administrative transfers to meet operational workloads, or to restructure or reorganize operations, or to insure compliance with non-discrimination policies or other legitimate operational needs. When the County implements administrative transfers, it shall first seek volunteers among the qualified employees in the classification(s) and unit(s) affected and if the number of volunteers is insufficient the least senior qualified employees will be transferred. Lateral transfers shall be awarded to the most senior qualified applicant who is eligible for transfer as stated in this Article. When selecting candidates to fill vacancies through lateral transfers, the candidate must have more than 40 hours of accumulated sick leave on the date the vacancy is announced. Mitigating circumstances for sick leave balances less than 40 hours will be considered by the County. Once an employee accepts a transfer the decision is final unless the employee does not demonstrate the ability to perform the work as stated in Section 5 of this Article.

SECTION 4. All applications for promotions timely filed will be reviewed by the Employer and the job will be awarded to a qualified applicant for the position based upon skill, experience, education, attendance, work and disciplinary record, past job performance, and seniority. ~~Timely bids from qualified internal applicants shall be considered in a separate pool and be given first priority before consideration of applicants from outside CSEA.~~ The County may consider external candidates for entry level positions in the same pool as internal candidates. Entry level positions are defined as: Information Processor 1, Support Specialist 1 or Support Officer. All other positions require an internal posting first, and if there is no qualified internal applicant, external candidates may be considered. In the event that two (2) or more employees have substantially equal qualifications, the applicant with more bargaining unit seniority will be selected. No employee will be automatically disqualified for a transfer or 31 promotion because of prior disciplinary action against them, where the discipline did not result in a suspension or removal, and where the discipline was imposed more than one (1) year from the date the employee applies for the transfer or promotion.

SECTION 5. An employee selected through this process shall be given a one hundred and twenty (120) day probationary period to demonstrate that he/she is qualified for the position. ~~Employees who do not meet the County's expectations may be failed at any time during the probationary period.~~ If, before the expiration of the probationary period the employee, in the opinion of the County, cannot qualify, the matter shall be discussed with the employee and his/her Steward. Said discussion shall take place as soon as the County is of the opinion that a probationary failure may be considered. Following this discussion, the employee shall be given a reasonable period of time, not to exceed the term of the probationary period, to qualify and if the employee thereafter does not meet the County's expectations,

he/she may be failed at any time without recourse to the grievance procedure, except that any claim of personal prejudice or union discrimination which results in a promotional probationary failure may be taken up as a grievance. Upon written notification to the union and the employee at least five (5) calendar days prior to the end of the normal period, the employer may extend the probationary period for not more than an additional forty-five (45) days. Should an employee fail to qualify for the position during the probationary period, he/she shall be returned to his/her former classification, or in the case of a lateral transfer, to his/her former division **or specialized unit.**

SECTION 6. A notice shall be posted ~~on CSEA's~~ **the OCSS** inner web showing the name of the applicant selected or indicating that no one was selected. Upon written request from the Union, Human Resources shall share documentation that the selected candidate meets minimum qualifications for the position. ~~If no internal application is received, or if none of the internal applicants are qualified for the job, the County may fill the job with a qualified new employee.~~

SECTION 7. ~~CSEA~~ **OCSS** has the right to administer promotional examinations ~~and examinations for lateral transfers between divisions and transfers to specialized units within a division.~~ Any promotional ~~or lateral~~ examination that is administered to bargaining unit employees by ~~CSEA~~ **OCSS** for positions in the bargaining unit shall be reasonable and job related. If an examination is grieved, the parties will make every effort to safeguard the security of the exam. If a grievance exists, the Union staff representative and a steward shall be permitted to review the exam in the presence of a management representative. The test shall not be copied and test questions or information relative to the exam shall be shared by the Union with any employee.

SECTION 8. A newly hired employee must have been in their **classification position** for ~~twelve (12)~~ **18** months **at the time of application** before being eligible for a lateral transfer. An employee who is laterally transferred shall not be eligible for another lateral transfer for a period of ~~twenty-four (24)~~ **18** months.

SECTION 9. Opportunities for job advancement training may be made available during the term of this Agreement. Job advancement training may be placed on the agenda for discussion during labor/management meetings, including the possibility of developing an internal certification program for Information Processors desiring to be promoted to Support Officer. The parties shall have 32 the authority in labor/management to adopt such a program. The requirements of the certification program shall be determined by management.

SECTION 10. **The County reserves the right to implement administrative transfers to meet operational workloads, or to restructure or reorganize operations, or to insure compliance with non-discrimination policies or other legitimate operational needs. When the County implements administrative transfers, it shall first seek volunteers among the qualified employees in the classification(s) and unit(s) affected and if the number of volunteers is insufficient the least senior qualified employees will be transferred. If more than one employee volunteers for an administrative transfer, the position shall be awarded to the most senior qualified employee who can do the work with minimal training. Employees**

who have been administratively transferred shall not be subject to another probationary period.

DISCUSSION:

The Union's rationale is as follows:

During the hearing and in the Employer's pre-hearing position statement, the Employer implied that the Union wants employees to be able to shop for supervisors. However, the Union believes that this concern is not supported and it seems that the scenario pondered by the Employer does not have a high likelihood of coming to fruition. There are other considerations at stake. For example, a vacancy may occur in a particular unit that would benefit an employee due to the shift start time being a better fit for their schedule. Additionally, the OCSS is seeking to separate units into "stratification units" very soon, meaning that each unit will be tasked with handling a particular function of child support enforcement rather than the current practice of units totally managing those different functions for each case in their caseloads. Also worth mentioning is that there are timeframes in the contract that prevent sporadic transfers of employees from one unit to the next. The Union does not buy into the thought that employees' sole purpose for wanting to transfer to another unit within their division is to have the supervisor of their choice.

The Employer's rationale is as follows:

The major difference between the parties' proposals is the Union's demand that employees have the right to lateral transfer within a division of OCSS based on seniority. In other words, the Union desires that employees be able to transfer to a new supervisor within a division, even though the location and the work are identical. This ability to engage in "supervisor shopping" would distort the purpose of a lateral transfer article. That purpose is typically to allow employees to transfer to a new location (not to a new desk or cubicle five feet down the hall). Lateral transfer provisions are also to permit employees the opportunity to transfer to a unit that performs substantially different work that may be more suitable for the worker. Hence, the County has agreed to permit lateral transfers, based on seniority, to positions within different divisions of OCSS or to specialized units within a division. It should be noted that the County has already voluntarily agreed to significant movement within this article. Previously, there was no seniority right to a lateral transfer. During negotiations, the County agreed to this enhancement of employee rights. However, the County will not go so far as to agree to a seniority right to transfer to a different unit within a Division where the work is substantially similar and the only purpose imaginable would be to change supervisors. The County opposes this seniority right based on management considerations and internal equity. Supervisors should be able to establish long-term relationships with their employees and to engage in coaching and teaching. If an employee could transfer to another cubicle in the same room for the purpose of avoiding that coaching, the efforts of the supervisor will be undermined, to the detriment of effective and efficient operations. No other contract at the County permits a lateral transfer simply based on movement from one supervisory unit to another. Despite the Union's claims, the language in the Local 1746 contract, does not provide a similar seniority right to transfer between supervisors. Where "units" are referred to in the 1746 contract, the word is a term of art and is not applied in the manner that the Union seeks herein.

It is noted that in negotiations the Union was somewhat successful in negotiating proposed changes in this article, particularly noteworthy was Employer's agreement that it would give greater deference to seniority. The arguments forwarded by the Employer regarding transfers in the same unit, however, are sound in order to avoid what the Employer calls, "supervisor shopping." And, while an employee may not have that motivation, some do, and what transpires, in the experience of this fact-finder, is disruptive and more

importantly counterproductive for both an employer and employees, not to mention how it may impact client service, work flow and productivity. Rather than supervisors learning to supervise, employees keep transferring and the problem of an inadequate supervisor never gets exposed. They never learn to supervise effectively, or they don't get weeded out. The same can be said for developing and guiding employees. Theoretically, an employee may not stay long enough with one supervisor to get any benefit from what he/she can learn, or problem employees avoid addressing their shortcomings by moving from one supervisor to another. And, while there are supervisors who are poor leaders and may not improve, there are employees who are underperformers and need direction and discipline in becoming more efficacious in performing their work. It is also noted that the collective bargaining relationship with these parties is only some three (3) years old, and there was insufficient persuasive comparable data in support of the Union's proposal in this area. Changes that involve operations such as what has been proposed by the Union, and accepted by the Employer take time to be implemented and to be viewed as to their operational value for both employees and managers. The point the Union made about a major change that the Employer may be contemplating regarding "stratification" would certainly go well beyond "supervisor shopping" and would involve a major change in what employees do in terms of job content and the challenges of the job. The Union should have input in a change of this magnitude, which is reflected in the recommendations contained below.

RECOMMENDED LANGUAGE:

SECTION 1. Whenever the Employer determines to fill a permanent position within the bargaining unit and such a position is not filled through recall from a layoff list, a notice of such vacancy shall be posted **on the OCSS inner web** for a period of seven (7) calendar days not including the date of posting. During the posting period, anyone wishing to apply for the vacant position shall do so by submitting a written application on forms supplied by the County or through electronic submission if required by the County. Selection methodology will be placed on the ~~CSEA website~~ **OCSS inner web.** The County shall not be obliged to consider applications submitted after the seven (7) calendar day posting period has expired or to consider applicants who do not meet the minimum job related qualifications. **All P**postings shall contain the classification title, rate of pay, education, ~~and~~ experience required, shift, **specialized unit, division, minimum job qualifications** and a brief summary of the job duties. A copy of the application shall be retained by the employee.

SECTION 2. Employees who are promoted to a higher position within the bargaining unit shall be placed at the lowest step in the appropriate pay range that provides a minimum of a 5% pay increase. Employees who are voluntarily or involuntarily demoted shall be placed at that step in the appropriate pay range that constitutes not less than a 5% decrease.

SECTION 3. When a vacancy occurs that the County intends to fill, an employee who has served in a specific position for a period of 18 months, inclusive of any probationary period, may exercise his/her seniority for the purpose of transferring within his/her classification on the following basis: Lateral transfers shall be limited to transfers between divisions and/or to specialized units within a division. Lateral transfers shall be filled before posting for promotional opportunities. The County reserves the right to implement administrative transfers to meet operational workloads, or to restructure or reorganize operations, or to insure compliance with non-discrimination policies or other legitimate operational needs. When the County implements administrative transfers, it shall first seek volunteers among the qualified employees in the classification(s) and unit(s) affected and if the number of volunteers is insufficient the least senior qualified employees will be transferred. Lateral transfers shall be awarded to the most senior qualified applicant who is eligible for transfer as stated in this Article. When selecting candidates to fill vacancies through lateral transfers, the candidate must have more than 40 hours of accumulated sick leave on the date the vacancy is announced. Mitigating circumstances for sick leave balances less than 40 hours will be considered by the County. Once an employee accepts a transfer the decision is final unless the employee does not demonstrate the ability to perform the work as stated in Section 5 of this Article.

SECTION 4. All applications for promotions timely filed will be reviewed by the Employer and the job will be awarded to a qualified applicant for the position based upon skill, experience, education, attendance, work and disciplinary record, past job performance, and seniority. ~~Timely bids from qualified internal applicants shall be considered in a separate pool and be given first priority before consideration of applicants from outside CSEA. The County may consider external candidates for entry level positions in the same pool as internal candidates. Entry level positions are defined as: Information Processor 1, Support Specialist 1 or Support Officer. All other positions require an internal posting first, and if there is no qualified internal applicant, external candidates may be considered.~~ In the event that two (2) or more employees have substantially equal qualifications, the applicant with more bargaining unit seniority will be selected. No employee will be automatically disqualified for a transfer or 31 promotion because of prior disciplinary action against them, where the discipline did not result in a suspension or removal, and where the discipline was imposed more than one (1) year from the date the employee applies for the transfer or promotion.

SECTION 5. An employee selected through this process shall be given a one hundred and twenty (120) day probationary period to demonstrate that he/she is qualified for the position. Employees who do not meet the County's expectations may be failed at any time during the probationary period. If, before the expiration of the probationary period the employee, in the opinion of the County, cannot qualify, the matter shall be discussed with the employee and his/her Steward. Said discussion shall take place as soon as the County is of the opinion that a probationary failure may be considered. Following this discussion, the employee

shall be given a reasonable period of time, not to exceed the term of the probationary period, to qualify and if the employee thereafter does not meet the County's expectations, he/she may be failed at any time without recourse to the grievance procedure, except that any claim of personal prejudice or union discrimination which results in a promotional probationary failure may be taken up as a grievance. Upon written notification to the union and the employee at least five (5) calendar days prior to the end of the normal period, the employer may extend the probationary period for not more than an additional forty-five (45) days. Should an employee fail to qualify for the position during the probationary period, he/she shall be returned to his/her former classification, or in the case of a lateral transfer, to his/her former division or specialized unit.

SECTION 6. A notice shall be posted on ~~CSEA's~~ the OCSS inner web showing the name of the applicant selected or indicating that no one was selected. Upon written request from the Union, Human Resources shall share documentation that the selected candidate meets minimum qualifications for the position. ~~If no internal application is received, or if none of the internal applicants are qualified for the job, the County may fill the job with a qualified new employee.~~

SECTION 7. ~~CSEA~~ OCSS has the right to administer promotional examinations ~~and examinations for lateral transfers between divisions and transfers to specialized units within a division.~~ Any promotional ~~or lateral~~ examination that is administered to bargaining unit employees by ~~CSEA~~ OCSS for positions in the bargaining unit shall be reasonable and job related. If an examination is grieved, the parties will make every effort to safeguard the security of the exam. If a grievance exists, the Union staff representative and a steward shall be permitted to review the exam in the presence of a management representative. The test shall not be copied and test questions or information relative to the exam shall be shared by the Union with any employee.

SECTION 8. A newly hired employee must have been in their classification position for ~~twelve (12)~~ 18 months at the time of application before being eligible for a lateral transfer. An employee who is laterally transferred shall not be eligible for another lateral transfer for a period of ~~twenty-four (24)~~ 18 months.

SECTION 9. Opportunities for job advancement training may be made available during the term of this Agreement. Job advancement training may be placed on the agenda for discussion during labor/management meetings, including the possibility of developing an internal certification program for Information Processors desiring to be promoted to Support Officer. The parties shall have 32 the authority in labor/management to adopt such a program. The requirements of the certification program shall be determined by management.

SECTION 10. The County reserves the right to implement administrative transfers to meet operational workloads, or to restructure or reorganize operations, or to insure compliance with non-discrimination policies or other legitimate operational needs. When the County implements administrative transfers, it shall first seek volunteers among the qualified employees in the classification(s) and unit(s) affected and if the number of volunteers is insufficient the least senior qualified employees will be transferred. If more than one employee volunteers for an administrative transfer, the position shall be awarded to the

most senior qualified employee who can do the work with minimal training. Employees who have been administratively transferred shall not be subject to another probationary period.

SECTION 11. (NEW) During the life of this Agreement, should the Employer adopt an operational change that separates units into “stratification units” (meaning for example that each unit may be tasked with handling a particular function of child support enforcement rather than the current practice of units totally managing those different functions for each case in their caseload). The Employer shall provide the Union with a minimum of sixty (60) days-notice prior to change taking effect and the Union shall have the right to meet and confer with the Employer regarding the impact of such change.

ISSUE 9: Security (Article 54)

UNION PROPOSAL (PROPOSED CHANGES UNDERLINED):

SECTION 1. The County shall provide adequate security at each of its locations, which shall include security cameras. The County shall exercise reasonable care to maintain security cameras. The maintenance of security cameras, the wireless duress system, and maintenance of restricted access to nonpublic areas of the Agency, shall be appropriate topics of discussion for the safety committee.

SECTION 2. If an employee is threatened by a client, he/she shall file an incident report and notify their supervisor and the OCSS Executive Director or his/her designee so that the County is fully informed and is able to take appropriate action. Such health and safety issues are also appropriate topics of discussion at the monthly safety committee meetings.

SECTION 3. In the interest of protecting its employees, the County shall limit the use and disclosure of employee personal information to clients, including, but not limited to, full employee names on documents sent to clients.”

EMPLOYER PROPOSAL (PROPOSED CHANGES UNDERLINED AND BOLD):

SECTION 1. The County shall provide adequate security at each of its locations, **which shall include security cameras. The County shall exercise reasonable care to maintain security cameras. The maintenance of security cameras shall be an appropriate topic of discussion for the safety committee.**

SECTION 2. **If an employee is threatened by a client, he/she shall file an incident report and notify their supervisor and the OCSS Executive Director or his/her designee so that the County is full informed and is able to take appropriate action.**

DISCUSSION:

The Union's rationale is as follows: The Employer couched the Union's intention of the proposal for Section 3 as the Union demanding "a provision that would prohibit the County from placing an employee's name in client letters." (Employer Position Statement, p. 13). However, a clear reading of the Union's proposal, as well as the examples and exhibits provided during the hearing, indicate that this is not the Union's intention. The Union is seeking, at the very least, an alternative way in which employees' names are displayed to clients, given that many employees have unique names that are easily searchable and locatable in places like the internet. The operative word in proposed Section 3 is "limit," meaning that the Employer would still be able to include employee identification in documents, but that the identifying information would be limited in a way that better protects employees.

The Employer's rationale is as follows:

Whether or not an employee name appears in County correspondence is an operational issue that is not a mandatory subject of bargaining. See R.C. § 4117.08(C)(4). Therefore, the Fact-finder has no authority to make a recommendation on this operational issue. Inclusion of such language in the CBA would hereafter make the language a mandatory subject of bargaining under Ohio law. That is why it is especially inappropriate for a neutral to rule on a clearly permissive subject of bargaining against the wishes of one of the parties. As stated by the Revised Code section cited above, "unless a public employer agrees otherwise in a collective bargaining agreement, nothing in Chapter 4117 of the Revised Code impairs the right and responsibility of each public employer to determine the overall methods, process, means, or personnel by which governmental operations are to be conducted."

Safety is a primary issue in any workplace, and in particular a place of work that performs the complicated human and emotionally intense work that bargaining unit employees and supervisors have to accomplish. The Employer in its last position made changes in the language of this provision that adds additional security measures. The difference remaining between the parties is focused on Section 3 regarding the use of the names of employees in correspondence with clients. Given the state of technology it far easier these days to locate people through the internet and other sources, yet concerns by the Union to provide a reasonable amount of privacy of employee information are understandable and should not be dismissed lightly, particularly given what appears to be a more violent society. However, the issue of employee privacy is best left to the parties to discuss in Safety Committee forum rather than through limitations inherent in fact-finding.

RECOMMENDED LANGUAGE:

SECTION 1. The County shall provide adequate security at each of its locations, **which shall include security cameras. The County shall exercise reasonable care to maintain security cameras. The maintenance of security cameras shall be an appropriate topic of discussion for the safety committee.**

SECTION 2. If an employee is threatened by a client, he/she shall file an incident report and notify their supervisor and the OCSS Executive Director or his/her designee so that the County is full informed and is able to take appropriate action.

ISSUE 10: Insurance (Article 62)

UNION PROPOSAL (PROPOSED CHANGES CROSSED OUT/UNDERLINED):

SECTION 1. An eligible employee is defined as a full time employee covered by this Agreement. The Flex Count Plan (the plan) is defined as the section 125 or cafeteria plan, which is provided by the Employer for health insurance benefits for County employees. The Employer shall provide eligible employees the opportunity to enroll in the plan once during each plan year at its annual open enrollment period. The plan year commences on January 1 and ends on December 31 of the calendar year, but is subject to change.

SECTION 2. Bi-weekly employee contributions for medical and prescription drug benefits shall be determined as follows:

a) Standard Benefit Plans

The biweekly health insurance contribution rates shall be as follows:

- 1) Effective January 1, ~~2013~~2015: Employer 90% of plan costs; employees 10% plan costs;
- 2) Effective January 1, ~~2014~~ 2016: Employer 90% of plan costs; employees 10% of plan costs;
- 3) Effective January 1, 2017: Employer 90% of plan costs; employees 10% of plan costs;

b) MetroHealth Plan

The County shall offer a plan through MetroHealth at no cost to employees.

SECTION 3. Effective January 1, ~~2013~~ 2015, the County shall contribute 90% of the costs of the ancillary benefit plans (i.e., life and vision) and the employee shall contribute 10%.

SECTION 4. The costs of the medical and prescription drug plans will be determined through an actuarially certified process that is verified through an outside party and that includes reserves necessary to sustain the plans. In successive plan years, the Employer may add to or delete plans/providers offered

and/or employees may be offered additional plans with reduced or increased benefit levels.

SECTION 5. The Employer shall be entitled to increase the cost containment features of the Flex Count plans which may include, but are not limited to, deductibles, co-insurance, and spousal exclusion provisions.

SECTION 6. The Employer may implement or discontinue incentives for employees to participate in Employer sponsored wellness programs, including, but not limited to, the right to offer the opportunity to reduce employee contributions through participation in wellness programs as determined by the Employer.

SECTION 7. The Employer may offer incentives to encourage use of low cost providers/plans (including HSA plans) which may be discontinued or modified by the Employer in future plans years with notification to the Union.

SECTION 8. A waiting period of no more than 120 calendar days may be required before new employees are eligible to receive health and/or other insurance benefits. During the waiting period, the Employer may require employees who desire coverage to purchase it through a third party vendor instead of participating in the County plans that are offered to regular full-time employees. New employees shall be eligible to participate in the County plans on the first date of the first month following completion of the waiting period.

EMPLOYER PROPOSAL (PROPOSED CHANGES UNDERLINED, CROSSED OUT, AND BOLD):

SECTION 1. An eligible employee is defined as a full time employee covered by this Agreement. The Flex Count Plan (the plan) is defined as the section 125 or cafeteria plan, which is provided by the Employer for health insurance benefits for County employees. The Employer shall provide eligible employees the opportunity to enroll in the plan once during each plan year at its annual open enrollment period. The plan year commences on January 1 and ends on December 31 of the calendar year, but is subject to change.

SECTION 2. Bi-weekly employee contributions for medical and prescription drug benefits shall be determined as follows:

- a) **Standard Benefit MetroHealth Plans**
- b)

The County shall offer a plan through MetroHealth at no biweekly cost to employees.

The biweekly health insurance contribution rates shall be as follows:

- 1) Effective January 1, 2013: Employer 90% of plan costs; employees 10% plan costs;**
- 2) Effective January 1, 2014: Employer 90% of plan costs; employees 10% of plan costs;**

b) MetroHealth Other Plans:
Employer 90% of plan costs; employees 10% plan costs.

SECTION 3. ~~Effective January 1, 2013,~~ The County shall contribute 90% of the costs of the ancillary benefit plans (i.e., life and vision) and the employee shall contribute 10%.

SECTION 4. The costs of the medical and prescription drug plans will be determined through an actuarially certified process that is verified through an outside party and that includes reserves necessary to sustain the plans. In successive plan years, the Employer may add to or delete plans/providers offered and/or employees may be offered additional plans with reduced or increased benefit levels.

SECTION 5. The Employer shall be entitled to increase the cost containment features of the Flex Count plans which may include, but are not limited to, deductibles, co-insurance, and spousal exclusion provisions.

SECTION 6. The Employer may implement or discontinue incentives for employees to participate in Employer sponsored wellness programs, including, but not limited to, the right to offer the opportunity to reduce employee contributions through participation in wellness programs as determined by the Employer.

SECTION 7. The Employer may offer incentives to encourage use of low cost providers/plans (including HSA plans) which may be discontinued or modified by the Employer in future plans years with notification to the Union.

SECTION 8. A waiting period of no more than 120 calendar days may be required before new employees are eligible to receive health and/or other insurance benefits. During the waiting period, the Employer may require employees who desire coverage to purchase it through a third party vendor instead of participating in the County plans that are offered to regular full-time employees. New employees shall be eligible to participate in the County plans on the first date of the first month following completion of the waiting period.

DISCUSSION:

The Union's rationale is as follows:

The Union's and Employer's proposals seek to update the current language to reflect insurance contributions for the duration of the new contract. The Employer concluded negotiations with Local 1746 and Local 2927 (two other AFSCME locals) in 2014 and 2015 respectively, with no changes in the contribution rates for standard benefit plans. Since this pattern has been established, both the Union's and the Employer's proposals reflect the desire to maintain the pattern for this bargaining unit. The only noted difference is that the Union specifies the Employer's and employees' contribution rates for each year of the contract.

The Employer's rationale is as follows:

The County proposes minor clean-ups to the language in the Article with no substantive changes. Adoption of the County's insurance proposal will cause the insurance language in the Local 27 CBA to be identical to the language contained in the Local 1746 CBA. The County's proposal is also consistent with the other bargaining units in the County, including all others at DHHS.

The pattern for health care has been established and absent a compelling reason to depart from the pattern, it makes economic sense for the bargaining unit to remain part of the large pool of employees receiving the same level general health care benefits. This is one issue that finds the parties on the same side in a continual struggle to maintain quality affordable health care coverage and the most successful strategy for bargaining units is to bargain from a position of unified strength. It is also noted, that Local 1746 of AFSCME has the identical plan, the wording of which does not include language identifying dates that have to be renewed every contract period

RECOMMENDED LANGUAGE:

SECTION 1. An eligible employee is defined as a full time employee covered by this Agreement. The Flex Count Plan (the plan) is defined as the section 125 or cafeteria plan, which is provided by the Employer for health insurance benefits for County employees. The Employer shall provide eligible employees the opportunity to enroll in the plan once during each plan year at its annual open enrollment period. The plan year commences on January 1 and ends on December 31 of the calendar year, but is subject to change.

SECTION 2. Bi-weekly employee contributions for medical and prescription drug benefits shall be determined as follows:

- a) ~~Standard-Benefit~~ **MetroHealth Plans**
- b)

The County shall offer a plan through MetroHealth at no biweekly cost to employees.

The biweekly health insurance contribution rates shall be as follows:

- ~~1) Effective January 1, 2013: Employer 90% of plan costs; employees 10% plan costs;~~
- ~~2) Effective January 1, 2014: Employer 90% of plan costs; employees 10% of plan costs;~~

b) MetroHealth Other Plans:
Employer 90% of plan costs; employees 10% plan costs.

SECTION 3. ~~Effective January 1, 2013,~~ **The** County shall contribute 90% of the costs of the ancillary benefit plans (i.e., life and vision) and the employee shall contribute 10%.

SECTION 4. The costs of the medical and prescription drug plans will be determined through an actuarially certified process that is verified through an outside party and that includes reserves necessary to sustain the plans. In successive plan years, the Employer may add to or delete plans/providers offered and/or employees may be offered additional plans with reduced or increased benefit levels.

SECTION 5. The Employer shall be entitled to increase the cost containment features of the Flex Count plans which may include, but are not limited to, deductibles, co-insurance, and spousal exclusion provisions.

SECTION 6. The Employer may implement or discontinue incentives for employees to participate in Employer sponsored wellness programs, including, but not limited to, the right to offer the opportunity to reduce employee contributions through participation in wellness programs as determined by the Employer.

SECTION 7. The Employer may offer incentives to encourage use of low cost providers/plans (including HSA plans) which may be discontinued or modified by the Employer in future plans years with notification to the Union.

SECTION 8. A waiting period of no more than 120 calendar days may be required before new employees are eligible to receive health and/or other insurance benefits. During the waiting period, the Employer may require employees who desire coverage to purchase it through a third party vendor instead of participating in the County plans that are offered to regular full-time employees. New employees shall be eligible to participate in the County plans on the first date of the first month following completion of the waiting period.

ISSUE 11: Discipline (Article 12)

UNION PROPOSAL (PROPOSED CHANGES UNDERLINED):

Effective January 1, ~~2013~~ 2015, the County shall contribute to the AFSCME Care Plan ~~\$56.00~~ \$80.25 per month for each employee in the bargaining unit for the provision of dental, vision, life insurance, and hearing benefits.

EMPLOYER PROPOSAL (PROPOSED CHANGES UNDERLINED AND BOLD):

~~Effective January 1, 2013,~~ The County shall contribute to the AFSCME Care Plan \$56.00 per month for each employee in the bargaining unit for the provision of dental benefits.

DISCUSSION:

The Union's rationale is as follows:

The Union is seeking to enhance the current Care Plan benefits to include vision benefit level 3, life insurance benefit level 1, and the hearing aid benefit. The Union proposes to maintain the current dental coverage as-is through the Care Plan. Currently, although other units enjoy the full suite of Care Plan benefits (such as Local 1746), Local 27 has been held to the dental coverage currently found in the contract. The Employer mentioned that "internal equity...considerations weigh heavily in favor of the County's proposal," yet the Employer does not wish to allow Local 27 the benefit of the full suite of Care Plan benefits. (Employer Position Statement, p. 15).

The Employer's rationale is as follows:

The County proposes current contract language. Internal equity and cost considerations weigh in favor of the County's proposal. The Union's proposal is particularly objectionable because it would result in the employees of this bargaining unit receiving benefits through the AFSCME Care Plan that are better and more costly than the ancillary benefits provided to the 1200 employees represented by Local 1746 and the employees of AFSCME Local 2927 at the Sheriff's Department. The Union's proposal would cost the County \$80.25 per employee per month. The County provides benefits to employees of Local 1746 and Local 2927 at cost of \$70.75 per employee per month.

The benefits currently provided to Local 27 employees cost \$56.00 per employee per month. There are 241 employees in the bargaining unit. The Union's proposal will cost the County an additional \$70,131 per year. At the level of the benefits provided to Local 1746 and Local 2927, the additional cost would be \$42,657 per year. If the Fact-finder were to find that an increase in benefits provided through the Care Plan should occur, the County notes that such a change should only be implemented at the start of a future plan year, for instance on January 1, 2017. Implementation of such a change in the middle of a plan year would give rise to significant legal and administrative difficulties that could require that benefits already received and paid for be undone.

All through this report the theme of internal parity of benefits has been referenced and this is the reality of a large employer having multiple bargaining units that are represented by different unions. Internal parity is a major concern for all parties involved as well as management. Based upon the evidence and testimony the fact that the bargaining unit has a lower level of AFSCME care is inconsistent with the importance of treating employees across bargaining units and classifications in a similar fashion where and when practical. It is clear from the Employer's rationale that additional costs would be incurred; yet, the rationale of internal equity outweighs the costs and it has benefited the Employer's position regarding many other issues where it made sense to maintain such parity. The same principle should apply to the AFSCME Care Plan and to this bargaining unit. This is one more example where parity needs to be achieved with Local 1746, but in a reasonable fashion and within a reasonable time frame.

RECOMMENDED LANGUAGE:

Through December 31, 2015 the current AFSCME Care Plan shall remain in effect and the Employer shall continue to contribute \$56.00 per month for each employee in the bargaining unit. Effective January 1, **2016**, the County shall contribute to the AFSCME Care Plan **\$70.75** per month for each employee in the bargaining unit for the provision of the dental, **vision, life insurance, and hearing** benefits

ISSUE 12: Wages (Article 66)

UNION PROPOSAL (PROPOSED CHANGES UNDERLINED):

SECTION 1. All bargaining unit classifications shall be assigned to the pay ranges set forth in the wage schedule contained in Appendix A ~~or Appendix B and fully incorporated herein by reference.~~ Employees hired on or before the date of full execution of this Agreement shall be paid pursuant to their current step contained in ~~Appendix A.~~ Effective 2012, aAn employee shall advance to the next rate of his/her pay range in Appendix A beginning on the first day of the first full pay period in

October and so forth at annual intervals in October until the maximum rate of their respective pay range is reached. and Effective January 1, 2015, all employees currently enrolled under the Appendix B wage schedule shall be moved into the Appendix A wage schedule at the next step corresponding with their current classification.

SECTION 2. ~~New employees hired after the date of the full execution of this Agreement, shall be paid at the starting rate of the pay range to which their new classification has been assigned contained in Appendix B. An employee shall advance to the next rate of his/her pay range beginning on the first day of the first full pay period in October of the calendar year following his/her hire and so on at annual intervals until the maximum rate of their respective pay range is reached.~~

SECTION 32. The following is a complete listing of the across-the-board adjustments to the wage schedule that shall take place during the life of this contract:

- 1) ~~16%~~ increase effective ~~July 1, 2012~~ January 1, 2015;
- 2) ~~25%~~ increase, effective January 1, ~~2013~~ 2016;
- 3) ~~2~~ 4% increase, effective January 1, ~~2014~~ 2017.

SECTION 43. Support Officer 1 and 2 classifications shall be combined into one job classification of "Support Officer." The Support Officer 3 classification will be retitled as "Support Officer Lead."

SECTION 54. Employees whose rates of pay are above the established pay steps shall receive the across-the-board increases as stated in Section 3 above.

SECTION 5. In the event that an employee is issued an underpayment or overpayment in their pay, the County shall notify the employee in writing and shall make arrangements with the employee to either recoup an overpayment over the next six (6) pays, or correct an underpayment within seventy-two (72) hours. The County shall make a good faith effort to work with employees in correcting payroll errors.

EMPLOYER PROPOSAL (PROPOSED CHANGES UNDERLINED AND BOLD):

WAGES SECTION 1. All bargaining unit classifications shall be assigned to the pay ranges set forth in the wage schedule contained in Appendix A or Appendix B and fully incorporated herein by reference. Employees hired on or before the ~~date of full execution of this Agreement August 20, 2012,~~ shall be paid pursuant to their current step contained in Appendix A. **Effective 2012,** An employee shall advance to the next rate of his/her pay range in Appendix A beginning on the first day of the first full pay period in October and so forth at annual intervals in October until the maximum rate of their respective pay range is reached. **An employee who is promoted to a new classification shall advance to the next rate of his/her pay range**

beginning on the first day of the first full pay period in October of the calendar year following his/her promotion and so on at annual intervals until the maximum rate of their respective pay range is reached.

SECTION 2. New Eemployees hired after ~~the date of the full execution of this Agreement August 20, 2012~~, shall be paid at the starting rate of the pay range to which their new classification has been assigned contained in Appendix B. An employee shall advance to the next rate of his/her pay range beginning on the first day of the first full pay period in October of the calendar year following his/her hire and so on at annual intervals until the maximum rate of their respective pay range is reached. An employee who is promoted to a new classification shall advance to the next rate of his/her pay range beginning on the first day of the first full pay period in October of the calendar year following his/her promotion and so on at annual intervals until the maximum rate of their respective pay range is reached.

SECTION 3. The following is a complete listing of the across-the-board adjustments to the wage schedule that shall take place during the life of this contract:

- 1) ~~1% 2%~~ increase effective July 1, 2012 **the first day of the first full pay period in January, 2015;**
- 2) 2% increase, effective ~~January 1, 2013~~ **the first day of the first full pay period in January 1, 2016;**
- 3) ~~2% increase, effective January 1, 2014.~~ **Wage for 2017 shall be subject to wage re-opener negotiations.**

SECTION 4. ~~Support Officer 1 and 2 classifications shall be combined into one job classification of "Support Officer." The Support Officer 3 classification will be retitled as "Support Officer Lead."~~ Employees whose rates of pay are above the established pay steps shall not receive the across-the-board increases as stated in Section 3 above. In lieu of the across-the-board increase, these employees shall receive a lump sum payment equal to 2% of their annual salary in 2015, and a lump sum payment 2016 that is 2% greater than the lump sum payment that was received in 2015. These lump sum payments shall be payable in the first full pay period of January of the respective year.

SECTION 5. The County shall make a good faith effort to correct pay shortages if an employee has not received pay for his/her regular work hours. Where possible (e.g., if all action is in the control of the County), such corrections shall be made within three (3) business days of the receipt of the written notification by the employees to the Manager of the Division of Payroll.

DISCUSSION:

The Union's rationale is as follows:

The Employer is attempting to red-circle a handful of employees for no other reason than these employees are at the top of their wage grades. Economically, these approximately 3 employees pose no financial risk or hardship to the Employer that would justify freezing them in place and preventing them from earning a higher

hourly rate in compensation for their many years of service. The Employer did not put on any evidence or provide any other explanation to support this proposal. Such an action would work to undermine the morale of these employees and separate them from the shared wage rate increase experienced by the rest of the bargaining unit.

The Employer's rationale is as follows:

A) *The County's wage proposal is consistent with the pattern that has been established in negotiations at the County. It represents the same agreement reached with Local 1746 for 2015 and 2016, 2% wage increases each year, and calls for a re-opener in 2017. Again, internal equity considerations weigh heavily in favor of the County's position.*

B) *The Union also requests changes to the two-tier system that was negotiated in 2012. This request should not be adopted. The Local 1746 contract contains the same two-tier system that has been preserved through June 30, 2017 in the agreement reached with Local 1746. There is no justification to change this arrangement for the employees of Local 27, when the County and AFSCME reached a voluntary settlement with Local 1746 maintaining the very same pay structure as currently exists here.*

C) *The County proposes language to clarify that step increases are first implemented in the year following an employee's placement into a job classification. The Union takes the position that current contract language permits an employee to receive a step increase literally one day after placement into a job classification. There is no justification for such a system. The whole purpose of a step system is to acknowledge that the employee has earned the higher rate through developed skills and enhanced experience gained while working in the job the preceding year. Step increases make no sense otherwise and would be unjustifiable to the public and taxpayers. A logical compromise on this issue would be to have employees receive step increases on their job anniversary dates, instead of in October as the current contract provides. The County would be willing to entertain such a system as it would be the same as the system that currently exists in the Local 1746 agreement.*

D) *The County has proposed language in Section 4 of its wage proposal that would red-circle three employees that are over the maximum wage rate of their job classifications and would instead provide a lump sum payment in 2015 equal to 2% of the employee's annual salary and a lump sum payment in 2016 that would be calculated by increasing the payment that the employee received in 2015 by 2%. Again, the language affects three total employees (Brown, McHugh and Cunningham). (County Binder, Tab 10B). One Information Processor 1 is impacted. Ms. Michelle Brown's current rate of \$15.85 is 35 cents over the maximum rate of \$15.50. (County Binder, Tab 10B). Applying the County's proposal of a 2% increase in 2015 and a 2% increase in 2016, in the second year, the maximum rate for Information Processor 1 would be \$16.13. Our intention was that Ms. Brown would then be eligible to have her rate increased in 2016 to \$16.12. Since this would not result in a full 2% increase, she should receive a lump sum payment to make up the difference. It should be calculated as follows: a) $15.85 * 1.02 = 16.17$; b) $16.17 - 16.12 = .05$; c) $.04 * 2080 = \$104.86$. The County acknowledges that additional language is necessary to clarify that Ms. Brown's rate should be increased in 2016 and proposes the following additional sentences be added to the end of its proposed Section 4: If in the second year the maximum wage rate of the pay grade exceeds a red-circled rate, the red-circled rate will be increased to the new maximum. If this adjustment does not equate to a 2% wage increase, the employee shall receive a lump sum payment in an amount calculated to make up the difference.*

One Support Officer would be impacted by the County's proposal: Edward McHugh. Mr. McHugh's current rate is \$25.43 per hour, which is \$5.19 cents greater than the maximum for his job classification (County Tab 10B). Finally, one Support Officer Lead would be impacted: Christie Cunningham, whose current rate of \$26.35 is \$5.32 over the maximum of the pay range for her job classification. There is no good reason to perpetuate the inequality that currently exists between the three employees whose rates exceed the maximum of their wage grades. The County's proposal addresses the inequality in a manner that is exceedingly fair to the three affected individuals.

The fact-finder is very familiar with the pattern established in the current rounds of bargaining with other bargaining units over the past year. Internal comparable data

establishes the rate as the Employer has proposed. While sufficient rationale to exceed the “going rate” may be supported and justified if established by identification of significant inequities in wages for specific classifications, resulting in noteworthy recruiting and retention problems, such differences were not apparent in the evidence. This fact-finder is familiar with the history of this bargaining unit going back to the days when the unit was represented by a different bargaining agent. In those negotiations and impasse proceedings, the undersigned fact finder was involved in establishing classification consolidations resulting in substantial equity adjustments impacting many bargaining unit employees. There was no evidence in the instant round of bargaining, which is only the second contract negotiated by the current AFSCME bargaining agent, that there exists glaring inequity issues. As a matter of comparison with hundreds of represented employees in the County, the Employer’s proposal is reasonable, and other bargaining units through ratification have accepted said wage increases in the current rounds of negotiations. Additionally, it is noted that the cost of living has remained comparatively low for most goods and services for several years. It is also common for employees who exceed the salary range to be red circled and provided a lump sum payment equal to the across-the-board salary increase. The Employer proposed a re-opener rather than a set increase for the third year of the Agreement. Given what appears to be the prospect for additional revenue coming into the County due convention activity, renovation/commercial and residential development in various parts of Cleveland (e.g. the flats, playhouse square, etc.) both parties may benefit from waiting to negotiate what will hopefully be a County that has benefited from substantial development and more revenue collection.

RECOMMENDED LANGUAGE:

WAGES SECTION 1. All bargaining unit classifications shall be assigned to the pay ranges set forth in the wage schedule contained in Appendix A or Appendix B and fully incorporated herein by reference. Employees hired on or before the ~~date of full execution of this Agreement August 20, 2012~~, shall be paid pursuant to their current step contained in Appendix A. **Effective 2012, An employee shall advance to the next rate of his/her pay range in Appendix A beginning on the first day of the first full pay period in October and so forth at annual intervals in October until the maximum rate of their respective pay range is reached. An employee who is promoted to a new classification shall advance to the next rate of his/her pay range beginning on the first day of the first full pay period in October of the calendar year following his/her promotion and so on at annual intervals until the maximum rate of their**

respective pay range is reached.

SECTION 2. ~~New~~ Employees hired after ~~the date of the full execution of this Agreement August 20, 2012,~~ shall be paid at the starting rate of the pay range to which their new classification has been assigned contained in Appendix B. An employee shall advance to the next rate of his/her pay range beginning on the first day of the first full pay period in October of the calendar year following his/her hire and so on at annual intervals until the maximum rate of their respective pay range is reached. **An employee who is promoted to a new classification shall advance to the next rate of his/her pay range beginning on the first day of the first full pay period in October of the calendar year following his/her promotion and so on at annual intervals until the maximum rate of their respective pay range is reached.**

SECTION 3. The following is a complete listing of the across-the-board adjustments to the wage schedule that shall take place during the life of this contract:

- 1) **2%** increase effective **the first day of the first full pay period in January, 2015;**
- 2) **2%** increase, effective **the first day of the first full pay period in January, 2016;**
- 3) **Wages for 2017 shall be subject to wage re-opener negotiations.**

SECTION 4. ~~Support Officer 1 and 2 classifications shall be combined into one job classification of "Support Officer." The Support Officer 3 classification will be retitled as "Support Officer Lead."~~ Employees whose rates of pay are above the established pay steps shall **not** receive the across-the-board increases as stated in Section 3 above. **In lieu of the across-the-board increase, these employees shall receive a lump sum payment equal to 2% of their annual salary in 2015, and a lump sum payment 2016 that is 2% greater than the lump sum payment that was received in 2015. These lump sum payments shall be payable in the first full pay period of January of the respective year.**

SECTION 5. **The County shall make a good faith effort to correct pay shortages if an employee has not received pay for his/her regular work hours. Where possible (e.g., if all action is in the control of the County), such corrections shall be made within three (3) business days of the receipt of the written notification by the employees to the Manager of the Division of Payroll.**

ISSUE 13: Duration (Article 73)

DISCUSSION:

Both parties have agreed to a three (3) year contract beginning January 1, 2015 and ending December 31, 2017.

RECOMMENDED LANGUAGE:

ARTICLE 73: DURATION

This Agreement shall be effective as of January 1, 2015 and shall continue in full force and effect through the 31st day of December, 2017.

ISSUE 14: Longevity (New Article)

UNION PROPOSAL (PROPOSED CHANGES UNDERLINED):

Effective January 1, 2015, employees who have five (5) years of continuous, uninterrupted service with Cuyahoga County shall be paid a longevity allowance of one hundred twenty-five dollars (\$125.00). Longevity will be paid in the pay period in which the anniversary date occurs. Employees shall also be paid the amount of sixty-five dollars (\$65.00) for each year of full continuous service after the initial five (5) years and is to be added to the original amount set for the five (5) year period. The said amounts shall be paid every year until the employee retires. In the year of retirement, said allowance shall be paid but include the full years and prorated months in the retirement year.

EMPLOYER PROPOSAL (PROPOSED CHANGES UNDERLINED AND BOLD):

The County rejects the Union's introduction of a new benefit for this bargaining unit at DHHS

DISCUSSION:

The Union's rationale is as follows:

If the Employer wishes to continue hiring new employees at lower wage rates, longevity pay may incentivize an employee to remain employed in the OCSS if there was a greater financial gain to account for their years of service. Other contracts in Cuyahoga County provide longevity pay for their employees, and although the Employer asserted at the hearing that longevity pay has been phased out of other contracts, it does indicate that such an incentive should not be offered to this bargaining unit.

The Employer's rationale is as follows:

The County rejects the Union's introduction of a new benefit for this bargaining unit at DHHS. Internal equity considerations weigh heavily in favor of rejecting the Union's demand. No other bargaining unit at DHHS contains any type of longevity benefits, except for a small handful of employees who were grandfathered after the County negotiated the elimination of the longevity benefit in the Local 1746 contract several years. The only contracts at the County with

longevity benefits are those at the Sheriff's Department where longevity is traditionally a part of the compensation for employees of law enforcement agencies

Longevity is not a benefit that is widely found in bargaining contracts in the County. As the Employer points out, other than some grandfathered employees, longevity can only be found in bargaining agreements in the Cuyahoga County Sheriff's Department, which has existed there for years and has influenced other monetary benefits. All other internal comparable agreements, and in particular the AFSCME Local 1746 do not contain this benefit. The trend in the Ohio public sector is to move away from establishing new longevity based benefits, in favor of focusing on across-the-board wage increases that have been delayed or set aside for too long by the effects of the Great Recession of 2008.

RECOMMENDED LANGUAGE:

The addition of a longevity benefit is not recommended at this time.

TENTATIVE AGREEMENT

Any tentative agreements reached by the parties as well as any current language that is not changed or not addressed by the parties in their negotiations leading to this report shall be considered to be recommended in the successor Collective Bargaining Agreement.

The fact finder respectfully submits the above recommendations to the parties this ____ day of September 2015 in Portage County, Ohio.

Robert G. Stein, Fact finder