

FACTFINDING REPORT AND RECOMMENDATIONS

FRANKLIN COUNTY CHILDREN SERVICES
and
PROFESSIONALS GUILD OF OHIO

STATE-EMPLOYMENT
RELATIONS BOARD

Apr 1 10 34 AM '96

State Employment Relations Board Case No. 95-MED-10-0846

MARCUS HART SANDVER, Ph.D.
Factfinder

Hearing Date: March 5, 1996
Decision Issued: April 1, 1996

Representing the Employer:

Robert Weisman
Schottenstein, Zox and Dunn

Representing the Employees:

Charles DeGrove
Professionals Guild of Ohio



STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD
 65 East State Street, 12th Floor
 Columbus, OH 43215-4213
 (614) 644-8573

Case No.:

95-MED-10-0846

UNPAID DELIVERED

NOTICE OF INTENT TO STRIKE OR PICKET

INSTRUCTIONS: Submit one original and one (1) copy of this form to the State Employment Relations Board at the above address and serve one (1) copy on the employer. See Ohio Revised Code Sections 4117.14(D)(2) and 4117.11(B)(8), Ohio Administrative Code Rule 4117-13-01 and related SERB unauthorized strike determinations.

1. DATE AND TIME WHEN INTENDED STRIKE WILL COMMENCE:
 April 24, 1996 7:00 a.m.

DATE AND TIME WHEN INTENDED PICKETING WILL COMMENCE
 April 24, 1996 7:00 a.m.

2. NAME OF EMPLOYER:
 Franklin County Children Services Telephone: 614/275-2655

Address:
 1951 Gantz Road

City, County, Zip
 Grove City Franklin County 43123

NAME OF EMPLOYER'S REPRESENTATIVE: Title (if any) Telephone:
 Robert Weisman 614/221-3211

Address:
 41 South High Street

City, Zip:
 Columbus, Ohio 43215

3. NAME OF EMPLOYEE ORGANIZATION RECOGNIZED AS EXCLUSIVE REPRESENTATIVE OF EMPLOYEES WHO INTEND TO STRIKE OR PICKET: Telephone:
 Professionals Guild of Ohio 614/258-6742

Address:
 1015 East Main Street

City, Zip:
 Columbus, Ohio 43205-2398

NAME OF EMPLOYEE ORGANIZATION REPRESENTATIVE: Title (if any) Telephone:
 Charles W. De Grove Executive Director 614/258-6742

Address:
 1015 East Main Street

City, Zip:
 Columbus, Ohio 43205-2398

4. BARGAINING UNIT: (List classifications included in certification or collective bargaining agreement, or attach copy of the same) Approximate # of Employees in Unit:
 Included: See Article 3 in attached collective bargaining agreement between the parties. 540

Excluded: See Article 3 in attached collective bargaining agreement between the parties.

5. APPROXIMATE NUMBER OF EMPLOYEES IN BARGAINING UNIT:

540

6. COLLECTIVE BARGAINING AGREEMENT:

Are any of the employees who intend to strike or picket currently covered by a collective bargaining agreement?

Yes No

If yes, state expiration date: (1) of agreement January 31, 1996

(2) of extension April 18, 1996

Are negotiations for a REOPENER of the bargaining agreement? Yes No

If yes, designate section of reopener provision: _____

7. DESCRIPTION OF EFFORTS MADE TO RESOLVE THE DISPUTE, INCLUDING STATUTORY OR ALTERNATE DISPUTE RESOLUTION PROCEDURES:

SERB mediation and fact finding.

DECLARATION

I hereby declare that I have read the contents of this Notice of Intent to Strike or Picket and that the statements it contains are true and correct to the best of my knowledge and belief.

Charles W. De Grove

Signature

Executive Director

Title

Charles W. De Grove

Print or Type Name

April 12, 1996

Date

THIS NOTICE OF INTENT TO STRIKE OR PICKET WILL NOT BE ACCEPTED FOR FILING IF THE PROOF OF SERVICE IS NOT COMPLETED.

PROOF OF SERVICE

I certify that an exact copy of the foregoing Notice of Intent to Strike or Picket has been sent or delivered to

Robert Weisman, 41 S. High St., Columbus, OH 43215 and John Saros, 1951

(Name and complete address of representative)

Gantz Road, Grove City, OH 43123

by by hand delivery

(Manner of delivery, e.g. regular or certified U.S. mail, hand delivery)

this 12th day of April, 19 96.

Charles W. De Grove

Signature

ST. FRANCIS HOSPITAL
CITY OF COLUMBUS, OHIO

AGREEMENT

BETWEEN

FRANKLIN COUNTY CHILDREN SERVICES

AND

FEDERATION OF FRANKLIN COUNTY CHILDREN SERVICES WORKERS

COUNCIL #2

PROFESSIONALS GUILD OF OHIO

FEBRUARY 1, 1993 THROUGH JANUARY 31, 1996

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ARTICLE 1 AGREEMENT

SECTION 1.1

This Agreement entered into at Columbus, Ohio, February 1, 1993, between the Franklin County Children Services Board (hereinafter referred to as the 'Agency') and the Federation of Franklin County Children Services Workers, Council #2, Professionals Guild of Ohio (hereinafter referred to as the 'Federation').

SECTION 1.2

The Federation and Agency recognize that the purpose of this Agreement is to promote and contribute to the effective conduct of public business, to promote cooperation and harmony in employee relations, to recognize mutual interest and to establish basic policies and procedures that hereafter will guide the working conditions for employees in the Bargaining Unit as defined in Section 3.1 and the relationship between the parties hereto.

SECTION 1.3

The provisions of this Agreement constitute the entire agreement between the Agency and the Federation and all prior agreements, either oral or written, are hereby cancelled. The express provisions of this Agreement may be changed only by mutual agreement between the parties, reduced to writing and signed by the authorized representatives of the parties.

References to the male or female pronoun do not reflect gender preference and are to be construed as gender neutral.

ARTICLE 2 MANAGEMENT RIGHTS

SECTION 2.1

The Federation recognizes that the Franklin County Children Services Board is an entity of county government established and operating under the provisions of the Ohio Revised Code.

The Federation recognizes that the power, authority, and responsibility of the Board arise from, and must be exercised in accordance with, the provisions of the Ohio Revised Code. The Federation gives full, complete due recognition of the Board's legal status, its legal duties, rights, and obligations.

The Federation specifically recognizes the right and authority of the Board to administer the business of the Agency. Accordingly, in addition to other functions and responsibilities which are not specifically mentioned in this Agreement, the Federation recognizes that the Board has and will retain the full right and responsibility to direct the operations of the Agency, to promulgate rules and regulations and to otherwise exercise its prerogative of management, and in this connection to determine the number and location of its physical facilities; the services to be delivered; the size and composition of the work force; the type of work to be performed; the schedule of services delivery; the shift schedule and hours of work; the methods and processes of service delivery; and to make and apply work rules, rules of conduct, and rules and regulations for service delivery.

The Federation recognizes further that the Board has the right and responsibility to demote, discharge, or otherwise discipline any employee for just cause, to lay off because of lack of work or other cause, and to transfer and promote employees, unless otherwise herein stated, provided that all employees covered by this Agreement shall be treated with equal justice without violations of the terms of this Agreement and all shall be entitled to use the mediums provided by this Agreement for

1 review and adjustment of grievances.
2
3

4 **ARTICLE 3 RECOGNITION**

5 **SECTION 3.1**

6
7
8 **The Agency recognizes the Federation as the sole and exclusive bargaining agent for all employees**
9 **of the Agency, exclusive of any management level, supervisory and confidential employees including**
10 **those in the following classifications and groups: staff in the Executive Office, including**
11 **Administrative Secretaries, Social Program Administrator 1, Social Program Administrator 2, Social**
12 **Program Administrator 3, Secretary to the Executive Director, Secretaries to the Division Directors,**
13 **Administrative Officer 1, Caseworker 4, Child Welfare Caseworker 3 who works in Kingston School,**
14 **Child Welfare Supervisor 1, Child Welfare Supervisor 2, Child Welfare Supervisor 3, Accountant 2,**
15 **Administrative Officer 1, Attorney 3, Attorney 4, Attorney 5, Building Maintenance Superintendent**
16 **1, Building Maintenance Supervisor, Business Administrator, Clerical Supervisor, Contract**
17 **Evaluator/Negotiator 1, Contract Evaluator/Negotiator 2, Custodial Supervisor, Family Service**
18 **Supervisor 1, Family Service Supervisor 2, Fiscal Officer 2, Food Service Manager, Groundskeeper**
19 **Supervisor, Group Life Coordinator, Investigator 3, Investigator 4, Investigation Supervisor, Liaison**
20 **Officer 1, Management Analyst 1, Management Analyst 2, Management Analyst 3, Nurse Supervisor**
21 **2, Office Manager 1, Office Manager 2, Performing Arts Director, all staff in Personnel Department,**
22 **Planner 1, Planner 3, Planning Administrator, Payroll Clerk, Public Information Officer 1, Public**
23 **Information Officer 2, Public Inquiries Officer, Purchasing Agent 1, Quality Assurance Coordinator,**
24 **Recruitment Manager, Social Program Coordinator, Social Program Developer, Social Program**
25 **Specialist, Staff Psychologist 1, Technical Writer 2, Training Officer 2, Youth Leader Supervisor 2, and**
26 **Child Welfare Caseworker 4 positions excluded from the Bargaining Unit on January 1, 1993.**
27

28 **SECTION 3.2**

29
30 **New management level, supervisory and confidential classifications which are not noted in Article**
31 **3.1 or in Appendix A of this Agreement shall be excluded from the Bargaining Unit. However, if such**
32 **occurs during the term of this Agreement, the Federation may request the State Employment**
33 **Relations Board to conduct an investigation and/or hearing concerning the appropriateness of the**
34 **classification to be in or outside the Bargaining Unit under the definitions of ORC 4117. If the State**
35 **Employment Relations Board declines to rule on the issue, it shall be submitted to arbitration pursuant**
36 **to Article 6 of this Agreement.**
37

38 **Positions which are reclassified because of additional or changed duties, with the result that the**
39 **position is no longer encompassed within the unit, shall be excluded from the Bargaining Unit. If such**
40 **occurs during the duration of this Agreement, the Federation may request a job audit of the position**
41 **under the provisions of Article 34 of this Agreement.**
42

43 **SECTION 3.3**

44
45 **To the extent that any provision of Agency policy, regulations, procedures, or past practice directly**
46 **related to the relationship between the Employer and Employee conflict with an express provision of**
47 **this Agreement, the provision of the Agreement shall have precedence.**
48
49
50
51
52
53

ARTICLE 4 FAIR SHARE

SECTION 4.1

Those employees who are members of the bargaining unit and who have not signed check-off authorization shall have a monthly Fair Share Fee deducted automatically from the first paycheck each month.

Fair Share Fees shall be subject to all requirements of the Ohio Revised Code, Section 4117.09 (C) and all applicable law on like subject matter.

SECTION 4.2

Those Federation members who have signed payroll deduction of dues shall have their dues deducted from the first paycheck of each month. It is agreed by the Federation that any Agency employee may withdraw said authorization at any time by written letter of request to the Personnel Office.

SECTION 4.3

A duly authorized Federation representative will advise the Agency in writing in duplicate of the amount of membership dues/fair share fees and any changes in membership dues/fair share fees.

SECTION 4.4

The Federation agrees to establish and maintain a rebate procedure that complies with the applicable laws of the State of Ohio. Further, the Federation agrees to indemnify the Agency and hold the Agency harmless from any finding by a governmental agency or court of law that it has unlawfully deducted any dues or any fair share fee of any portion of a fair share fee. The Federation also agrees to reimburse the Agency for any monetary damages it is ordered by a governmental agency or court of law to pay as a result of a finding or order that it has unlawfully deducted dues, a fair share fee or a portion of a fair share fee.

SECTION 4.5

The following is a form that will be recognized by the Agency for the payroll deduction of membership dues in the Federation.

**MEMBERSHIP APPLICATION
PAYROLL DEDUCTION OF DUES**

NAME

SOCIAL SECURITY #

HOME ADDRESS

HOME PHONE

ZIP

(Please check one)

I am a professional employee.

I am a paraprofessional or non-professional employee.

ARTICLE 5 UNION REPRESENTATIVES

SECTION 5.1

The Agency and the Federation agree there shall be effective September 1, 1993, a minimum of two (2) stewards maintained for each Region, Substitute Care, Intake and at Gantz Road. One steward shall be maintained for all other locations. The Federation will advise the Agency in writing of all officers and stewards prior to the assumption of their duties.

SECTION 5.2

The Agency will permit union representatives who are employees of the Agency time while on their scheduled shift to represent employees at grievance step meetings, fact-findings under Article 8, and the pre-disciplinary hearing before the Hearing Officer for the time a management representative is present. Only one (1) union representative who is also an employee of the Agency will be permitted to utilize working time to attend those meetings.

Before attending those meetings, the employee union representative must provide reasonable notice to his immediate supervisor and obtain approval to attend where such approval will not be unreasonably withheld. The employee union representative will not be granted approval where such action would legitimately cause a disruption of the Agency's or department's operations.

If it is necessary for the Federation to send a union representative who is an employee of the Agency and who does not work in the same location/region as the employee represented, such representative shall be paid for the time spent in the meeting but not for any travel time.

ARTICLE 6 GRIEVANCE PROCEDURE

SECTION 6.1

A grievance shall be defined as a dispute between an employee(s) and/or the Federation and the Agency concerning the interpretation or application of the terms of this Agreement or the employer's personnel policies.

SECTION 6.2

The investigation of a grievance or complaint necessitating a conference by a steward and a Bargaining Unit employee will be outside the regular scheduled working hours and shall be without pay. Attendance at a grievance meeting by a grievant and steward shall be with pay.

Forms for filing a grievance will be provided by the Federation. Copies of answers to formal grievances will be forwarded to the Federation and grievant. The grievant is responsible for contacting a steward or the Federation concerning representation.

SECTION 6.3

Grievances shall be presented in accordance with the following procedures:

Step 1

Within five (5) working days from the event which gave rise to the grievance, the employee shall complete a grievance form as shown in Appendix "C" of this Agreement and file the grievance with his immediate supervisor. The supervisor shall schedule a meeting to hear the grievance within two

1 (2) work days of receipt of the grievance and shall respond within three (3) work days of the meeting.
2

3 **Step 2**
4

5 If the grievant is not satisfied with the answer given in Step 1, he shall within three (3) working days
6 of receipt of the answer submit the grievance to his Division/Regional Director. A grievance meeting
7 shall be scheduled with the grievant and, if requested by the Federation, a steward or Federation
8 representative. Within ten (10) working days following receipt of the grievance, the Division/Regional
9 Director or designee shall respond in writing to the grievance.
10

11 **Step 3**
12

13 If the grievant is not satisfied with the answer given in Step 2, he shall within three (3) working days
14 of receipt of the answer forward the grievance form to the Director of Human Resources, the
15 designee of the Executive Director. A meeting will be scheduled with the Director of Human
16 Resources, grievant and, if requested by the Federation, a steward or Federation representative.
17 Within ten (10) working days following receipt of the grievance, the Executive Director or designee
18 will answer the grievance.
19

20 **Step 4**
21

22 Should the Federation not be satisfied with the written answer to the grievance at Step 3, the
23 Federation may appeal the grievance to arbitration by providing a written appeal to the Director of
24 Human Resources within 35 calendar days of receipt of the Step 3 response.
25

26 **SECTION 6.4**
27

28 Both parties agree to meet prior to a scheduled arbitration in order to attempt to arrive at an agreed
29 settlement of the grievance, and, if such settlement cannot be reached, to attempt to arrive at a joint
30 stipulation of the issue, the facts, and the documents which are to be submitted to the arbitrator.
31

32 Within thirty (30) days of the ratification of this agreement, the parties shall request a list of twenty-
33 three (23) Ohio-based arbitrators from the Federal Mediation and Conciliation Service. The parties
34 shall strike names on a rotating basis until a list of three (3) arbitrators remain. These three (3)
35 arbitrators will encompass a permanent panel to hear all arbitrations during the life of this
36 Agreement. The arbitrator shall be selected by rotation in alphabetical order.
37

38 The arbitrator shall make a preliminary determination concerning questions of arbitrability prior to
39 hearing the merits of the dispute unless such a preliminary decision cannot be reasonably made. In
40 such a case, the arbitrator shall proceed with the arbitration and hear the merits of the case.
41

42 The arbitrator shall conduct a fair and impartial hearing of the grievance hearing and recording
43 testimony from both parties, and applying the rules of the Federal Mediation and Conciliation Service.
44 Only disputes involving a specific alleged violation of a particular Article and section of the Contract
45 shall be subject to arbitration. The arbitrator's sole function shall be to interpret this Agreement and
46 to determine whether the Agency or the Federation is failing to abide by its provisions. The arbitrator
47 shall not have any authority to change, amend, modify, supplement or otherwise alter the Agreement
48 or any part thereof in any respect. The arbitrator may also apply any applicable Ohio Civil Service
49 Laws, policies of the Agency, and applicable rules and regulations of the Director of State Personnel.
50

51 It is expressly understood that the ruling and decision of the arbitrator within his function described
52 herein shall be final and binding upon the parties. The costs of the services of the Federal Mediation
53 and Conciliation Service in providing a panel or panels, the cost of any proofs produced at the
54 direction of the arbitrator, the fee of the arbitrator, and the rent, if any, for the hearing room, shall

1 be borne equally by the Agency and the Federation. The expenses of any witnesses shall be borne
2 by the party calling them. However, employees called as witnesses shall continue in pay status. A
3 court reporter shall not be used at an arbitration. Written opening and closing statements may be
4 presented before the arbitrator at the hearing, but briefs shall not normally be made unless required
5 due to the technicality of the case.

6
7 The arbitrator shall render in writing his findings and award as quickly as possible or within thirty (30)
8 days after the hearing and shall forward such findings, award, and all supporting data to the
9 Executive Director and/or his designate and Local President of the Federation.

10
11 **SECTION 6.5**

12
13 **Group Grievance--a grievance may be filed by a group of employees. In such grievance, one of the**
14 **several grievants shall represent the group in all hearings.**

15
16 **SECTION 6.6**

17
18 **The time limits provided for in the Agreement may be extended only on mutual written agreement**
19 **of the parties. Should a management representative fail to communicate his written answer within**
20 **the time limit prescribed in Section 6.3, the grievant may carry his grievance to the next step. If the**
21 **grievant fails to file or advance his grievance within the time limits prescribed by Section 6.3, the**
22 **grievance shall be considered as satisfactorily answered by the last management representative**
23 **responding to the grievance.**

24
25 **SECTION 6.7**

26
27 **Where a grievance is filed concerning a continuing condition, the grievance may be filed at any time**
28 **the condition exists.**

29
30 **ARTICLE 7 PROBATIONARY PERIODS**

31
32 **SECTION 7.1**

33
34 **It is agreed that the probationary period for the following classifications shall be 120 days from the**
35 **first date of paid service for the Agency: Account Clerk 2, Account Clerk 3, Activities Therapy**
36 **Specialist 2, Air Quality Technician 2, Carpenter 2, Clerical Specialist, Clerk 2, Community Service**
37 **Worker, Computer Operator, Cook 1, Cook 2, Custodial Worker 1, Data Entry Operator 2, Data Entry**
38 **Operator 3, Data Processor 2, Data Processor 3, Electrician 2, General Activity Therapist 2,**
39 **Groundskeeper 2, Investigator 1, Investigator 2, Mail Clerk/Messenger, Office Machine Operator 1,**
40 **Painter 2, Plumber 2, Purchasing Assistant 1, Security Officer 2, Social Service Aide 2, Stores Clerk,**
41 **Telephone Operator 1, Telephone Operator 2, Telephone Supervisor, Typist 1, Typist 2, Volunteer**
42 **Coordinator 2, Word Processing Specialist 2, Youth Leader 1, Youth Leader 2, Youth Leader 3.**

43
44 **For employees in the following classifications, the probationary period will be 180 days from their**
45 **first day of paid service for the Agency: Caseworker 1, Caseworker 2, Child Welfare Caseworker 1,**
46 **Child Welfare Caseworker 2, Child Welfare Caseworker 3, Nurse 1, Public Information Specialist,**
47 **Recruitment Aide.**

48
49 **SECTION 7.2**

50
51 **The probationary period of an individual employee may be extended only upon written agreement of**
52 **the Agency, the individual employee and the Federation.**

53
54 **The termination of any employee during his probationary period is not subject to review by or appeal**

1 to the Board of Review or Arbitration and is not subject to the grievance procedure set forth in this
2 Agreement. The continuation of employment beyond the probation period is solely the prerogative
3 of the Agency and shall not be appealed.
4

5 **SECTION 7.3**
6

7 Any new or changed classifications will be discussed with the Federation to determine their
8 probationary periods. If agreement cannot be reached, it is agreed and understood that their
9 probationary period will be 180 days.
10

11 **SECTION 7.4**
12

13 All newly hired or promoted employees who were selected under Article 15 serve a probationary
14 period as specified in Section .1 of this Article.
15

16 **SECTION 7.5**
17

18 Part-time employees' probationary periods will be calculated by determining the actual number of
19 days worked and multiplying that number by one and four tenths (1.4).
20

21 **SECTION 7.6**
22

23 The probationary period of intermittent employees shall be determined by the number of hours
24 worked - 680 hours for a classification requiring a 120-day probationary period, 1,040 hours for a
25 classification requiring a 180-day probationary period.
26

27
28 **ARTICLE 8 EMPLOYEE DISCIPLINE**
29

30 **SECTION 8.1**
31

32 All employees are expected to carry out their duties and assignments in accordance with Agency
33 policies and procedures. Discipline shall be for just and reasonable cause.
34

35 **SECTION 8.2**
36

37 If Management deems it necessary to conduct an investigatory interview and there is a reasonable
38 expectation that the results of such an interview may lead to disciplinary action against the employee,
39 the employee shall be notified of such interview and advised of his/her right to have a steward or
40 Federation representative present. The employee and the Federation shall be provided with a copy
41 of the report resulting from the investigatory interview.
42

43 Management shall initiate an investigation as soon as reasonably practical upon learning of an
44 offense, and shall conclude the investigation as soon as reasonably practical. Management may hold
45 in abeyance any internal investigation if a concurrent criminal or outside administrative investigation
46 is occurring or until conclusion of a judicial hearing.
47

48 **SECTION 8.3**
49

50 If action more severe than a written reprimand is being contemplated by the Agency, a hearing will
51 be scheduled before a Hearing Officer with the employee by the Human Resources Director to discuss
52 the facts relating to the possible discipline. The employee will be advised of the hearing in advance
53 and have the opportunity to have Federation representation. The employee and his representative
54 shall be presented with the specific reasons for considering the recommended discipline not later

1 than five (5) days prior to the hearing. During the hearing, the employee, Federation representative
2 and/or an Agency representative shall be permitted to present, examine, and challenge any witnesses,
3 documents and other evidence in the matter. Upon completion of the hearing the Hearing Officer
4 shall forward a recommendation to the Executive Director, the employee and the Federation.
5

6 The Hearing Officer for each hearing shall be selected by the Executive Director from a list agreed to
7 by the Executive Director and the Federation. This list shall include the names of four (4) persons and
8 may be changed by mutual agreement.
9

10 Notice of such hearing shall be provided to the employee and the Federation in the following form.
11 -----
12 -----

13 TO:

DATE:

14
15 FROM: HUMAN RESOURCES DIRECTOR

16
17 RE: PRE-DISCIPLINARY HEARING

18
19 You are hereby notified that a pre-disciplinary hearing concerning a charge _____ brought
20 against you will be held at time on date at location. Attached are the specific reasons
21 for considering the recommended discipline.
22

23 You have the right to be represented by a Federation representative. You also have all other rights
24 provided under Article 7 of the Agreement.
25

26 cc: , Division Director
27 , Department Director
28 , Immediate Supervisor
29 , Grievance Chairperson
30 -----
31 -----

32
33 SECTION 8.4

34
35 The Executive Director shall make a final decision whether to impose discipline and the level of
36 discipline to be imposed and notify employee of same within fifteen (15) days after the pre-discipline
37 hearing. The employee will have fifteen (15) working days to file a grievance at the fourth step of
38 the grievance procedure upon receipt of the Executive Director's decision to impose a suspension or
39 termination.
40
41

42 ARTICLE 9 LAY-OFF PROCEDURES

43
44 SECTION 9.1

45
46 When the Agency determines it is necessary to reduce the number of Bargaining Unit positions
47 (other than through attrition of employees who resign, retire, are on leave, or are terminated for
48 cause) because of abolishment of positions, lack of funds, or lack of work, as set forth in Section
49 124.321 Ohio Revised Code, the procedures of this Agreement shall govern the lay-off of employees.
50

51 SECTION 9.2

52
53 Not later than sixty (60) days prior to any anticipated lay-off of Bargaining Unit employees, the
54 Agency shall notify the Federation. Agency and Federation representatives shall meet: and confer

1 as soon as practicable in order to discuss steps to prevent the lay-off of employees (if possible). Such
2 steps shall include, but not be limited to:

- 3
4 A. Offering other Agency positions to employees in the affected classifications. Such an offer
5 may only be made to an employee who is qualified for the position being offered. Seniority
6 shall govern any choices among employees for such an offer.
7
8 B. Assisting employees who may desire and may be qualified to retire or resign.
9
10 C. Assisting employees in the affected classifications in seeking and preparing for other
11 employment.

12
13 **SECTION 9.3**

14
15 **Order of Lay-off--In the classifications selected for lay-off, employees shall be laid off and have**
16 **displacement rights in the following order:**

- 17
18 1. Part-time temporary employees
19 2. Full-time temporary employees
20 3. Intermittent employees
21 4. Part-time seasonal employees
22 5. Full-time seasonal employees
23 6. Part-time permanent employees
24 7. Full-time permanent employees

25
26 **SECTION 9.4**

27
28 **Within the Order of Lay-off, employees shall be retained, laid off, and have displacement rights within**
29 **their specific job classification series on the basis of seniority, as defined in Article 14 of the current**
30 **Labor Agreement. The exceptions shall be where an employee who would be retained manifestly does**
31 **not possess the minimum qualifications to perform the job responsibilities that remain. In such cases,**
32 **the Agency shall possess the burden of proof and shall retain the most senior employees who are**
33 **qualified to fill the positions remaining after the lay-off. There shall be no bumping or displacement**
34 **rights from one job classification series to another.**

35
36 **SECTION 9.5**

37
38 **Laid off employees shall remain on recall lists according to job classification series for one (1) year**
39 **from their last work day. Recall shall be in the reverse order of lay-off. Employees must be qualified**
40 **to perform the responsibilities required for the position. The Agency shall have the burden of proving**
41 **that an employee in the classification series is not qualified. The Agency shall notify the employee**
42 **of recall by certified or registered mail sent to the last place of residence shown on the Agency's**
43 **records. Each employee is responsible for providing the Human Resources Department with his or**
44 **her current address. If the Agency has not received the employee's written acceptance of the offer**
45 **of recall within ten (10) days of the postmark, the offer shall lapse and the employee shall be removed**
46 **from the appropriate recall list.**

47
48 **SECTION 9.6**

49
50 **The Agency shall post a Seniority List of the affected classifications thirty (30) days prior to any**
51 **anticipated lay-off. Any errors in regard to seniority dates posted are to be brought to the Human**
52 **Resources Department's attention so that a review can be made to determine appropriate seniority**
53 **dates. If agreement cannot be reached in regard to appropriate dates, a grievance may be filed at**
54 **Step 3 of the Grievance Procedure. Such grievance must be filed prior to the employee being laid off.**

1
2
3 **SECTION 9.7**
4

5 **Employee's notification of lay-off will be made at least ten (10) working days prior to the effective**
6 **date.**
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8 **SECTION 9.8**
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10 **In the event of a tie in seniority, seniority will be determined by employee's date of original**
11 **application.**
12

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14 **ARTICLE 10 CONTRACTING OUT**
15

16 **SECTION 10.1**
17

18 **The Agency shall meet and confer with the Federation whenever it is considering subcontracting**
19 **functions or services that would displace current employees in the positions on the authorized table**
20 **of organization.**
21

22 **SECTION 10.2**
23

24 **The Agency will attempt to place employees who are displaced by subcontracting.**
25
26

27 **ARTICLE 11 NO STRIKE**
28

29 **SECTION 11.1**
30

31 **Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, including**
32 **resolution by an impartial third party, the Federation agrees that neither it, its officers, agents,**
33 **representatives, or members, individually or collectively, will authorize, instigate, cause, aid, condone,**
34 **or participate in any strike or sympathy strike, work stoppage, sick-out, sit-down, stay-in, slow-down,**
35 **or any other interruption of operations or services of the Agency (including purported mass**
36 **resignations or sick calls) by its members or other employees of the Agency.**
37

38 **When the Agency notifies the Federation that members of the Bargaining Unit are engaged in any**
39 **such strike activity, the Federation shall immediately, in writing, order such members to return to**
40 **work, provide the Agency with a copy of such order by Certified Mail within twenty-four (24) hours**
41 **of receipt of the notification from the Agency, and a responsible officer of the Federation shall**
42 **publicly order the striking employees to discontinue such conduct through the media of local**
43 **newspapers, local radio and television, and on-site directives.**
44

45 **SECTION 11.2**
46

47 **No Lockout Section: The Agency agrees that neither it, its officers, agents, or representatives,**
48 **individually or collectively, will authorize, instigate, cause, aid, or condone any lockout of members**
49 **of the Federation.**
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3 **ARTICLE 12 LABOR/MANAGEMENT MEETINGS**

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11 **SECTION 12.1**

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The Executive Director and/or his designate will meet as mutually agreed upon, but no more often than once per month with representatives of the Federation to discuss matters of mutual concern. Time excused for such meetings will be without pay with the exception of the Council President and the Federation designated Labor/Management Chairperson. An agenda for such meeting will be submitted one (1) week in advance.

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SECTION 12.2

The Executive Director or his designate will advise the Federation prior to any changes affecting wages, hours, terms and other conditions of employment at such conferences and confer with them on such changes. The Federation shall have the right to present its views in writing on any such changes. It is understood that where such policies and practices are actions determined by Civil Service Regulations, pursuant to Section 4117.10(A), Ohio Revised Code, are exempt from this section.

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ARTICLE 13 HOURS OF WORK

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SECTION 13.1

It is recognized by the Federation and Agency that due to the nature of Agency services, a concept of flexible time is necessary. The normal work day shall be eight (8) hours (including an hour duty free for lunch) except for those employees currently working another schedule, and the normal work week shall consist of forty (40) hours. A four 10-hour day work week schedule may be used if given prior approval by Management, but in such cases employees shall return to regular 8-hour work days during weeks containing a holiday.

This Article does not limit management's right to schedule flexible hours so as to avoid the incurring of overtime. Bargaining Unit employees should use every reasonable effort to complete their work assignments within a 40-hour work week.

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SECTION 13.2

In the event an employee in a non-exempt classification (Pay Range 15 and below, excepting Caseworkers) is scheduled to work over the normal work hours in a week, he will be paid at the rate of time-and-one-half or, if the employee elects, be granted compensatory time off at time-and-one-half for all hours in excess of forty (40) per week. Administrative approval is required for all hours worked beyond the normal work day.

The employee may bank up to a maximum of two hundred forty (240) hours of compensatory time off. An employee must obtain prior approval before using compensatory time off. The request for compensatory time off must be in writing.

If the request is unreasonably withheld, such action is grievable. Further, if the refusal to grant the request is unreasonable and results in an employee exceeding his bank in excess of two hundred forty (240) hours, an arbitrator may grant back pay solely for the hours that exceeded the two hundred forty (240) hours in the bank that were included in the written request for compensatory time off. The Agency can compel an employee to use compensatory time off from the employee's bank.

54
SECTION 13.3

1 Overtime will be granted for direct services for exempt bargaining unit positions at a maximum of
2 four (4) hours per work week for hours actually performed in direct service.
3

4 An employee must obtain prior approval for overtime in writing from his supervisor or, in that
5 person's absence, the Associate Director or the Director. However, in an emergency when prior
6 written approval cannot be obtained and approval is given orally, a written confirmation must be
7 executed on the next work day.
8

9 Maximum paid overtime will be based on employees actually working up to four (4) hours service in
10 direct service in excess of forty (40) hours in a work week with payment of one and one-half (1 1/2)
11 times their rate of pay. Any additional authorized overtime, as identified in this Section, will be
12 provided as compensatory time off at the rate of one and one-half (1 1/2 hours) for each hour worked
13 in excess of forty-four (44) hours in a work week unless the employee chooses to receive
14 compensatory time off for the first four hours actually worked in excess of forty (40) hours in the
15 work week, banking up to a maximum of two hundred forty (240) hours. An employee must obtain
16 prior approval before using compensatory time off. The request for compensatory time off must be
17 in writing. If the request is unreasonably withheld, such action is grievable. Further, if the refusal to
18 grant the request is unreasonable and results in an employee exceeding his bank in excess of two
19 hundred forty (240) hours, an arbitrator may grant back pay solely for the hours that exceeded the
20 two hundred forty (240) hours in the bank that were included in the written request for compensatory
21 time off. The Agency can compel an employee to use compensatory time off from the employee's
22 bank.
23

24 SECTION 13.4

25
26 All clerical staff shall have a scheduled fifteen (15) minute break during the morning and afternoon
27 of their work day.
28

29 SECTION 13.5

30
31 In the event an employee is unable to be at his work place as scheduled due to absence or tardiness,
32 he is to call the supervisor on duty and inform him or her or this person's designee. Such notice shall
33 precede absences whenever possible and shall not be more than one hour after the absence without
34 reasonable excuse. Youth Leaders, Cooks, Institutional Security Officers, and all service delivery staff
35 (including Case Aides) in Intake & Investigation shall call at least three (3) hours before they are
36 scheduled for work, if practicable.
37

38 SECTION 13.6

39
40 Employees shall keep their supervisors closely advised of the expected extent of their absences and
41 expected dates of return to duty.
42

43 SECTION 13.7

44
45 The Agency agrees to provide four (4) hours pay for Maintenance employees who are called in for
46 emergency repair work.
47

48 SECTION 13.8

49
50 Full-time and part-time employees who are required to work on holidays will be paid at one-and-one-
51 half their regular rate of pay for the hours worked (in lieu of floating holiday--Article 26).
52
53
54

1 **SECTION 13.9**

2
3 Intermittent employees are defined as employees working an irregular schedule determined by the
4 fluctuating demands of the workload. However, the number of actual hours worked in a work week
5 or in a year is not pertinent to the definition of intermittent employee.
6

7
8 **ARTICLE 14 SENIORITY**

9
10 **SECTION 14.1**

11 Seniority shall be defined as the employee's total length of continuous service in all positions held
12 in the Agency. Time spent on paid leaves of absence and on military leaves of absence shall be
13 counted in determining total length of service. Time spent on other leaves of absence shall not be
14 counted in determining total length of service.
15

16 The parties understand that all service with Franklin County Children Services shall be counted in
17 determining an employee's seniority. Specifically, if an employee has been terminated from
18 employment with Franklin County Children Services and then is subsequently rehired by Franklin
19 County Children Services, both the service time before the termination from employment and the
20 service time following the rehire will be counted in determining the employee's overall seniority.
21

22
23 **SECTION 14.2**

24 The Agency agrees to furnish to the Local President of the Federation a roster of employees with their
25 seniority dates within two (2) weeks of the effective date of this Agreement and every four (4)
26 months thereafter.
27

28
29 **ARTICLE 15 PROMOTIONS AND TRANSFERS**

30
31
32 **SECTION 15.1**

33 All vacant and newly created positions will be posted on a Bulletin Board mutually designated by the
34 Federation and the Agency in each work location for ten (10) calendar days prior to being filled.
35 During the ten-day posting period any employee within the Agency or anyone outside the Agency may
36 apply. All applicants within the Agency who meet the minimum qualifications and make a written
37 request to be interviewed will be granted an interview.
38

39
40 **SECTION 15.2**

41 All vacancies shall be filled with the best qualified candidate as determined by: 1) knowledge and
42 skill as determined by evaluations; 2) education; 3) work experience; 4) seniority.
43

44
45 **SECTION 15.3**

46 Where qualifications listed in 1), 2), 3), and 4) of candidates for a position are considered relatively
47 equal, the Agency's Affirmative Action Plan may be used to determine the candidate selected;
48 otherwise, the applicants whose qualifications are relatively equal shall be offered the position in
49 order of their seniority, beginning with the most senior.
50

51
52 **SECTION 15.4**

53 Written notification of the filling of a vacancy will be given to all applicants for said vacancy upon
54

1 filling of the vacancy.

2
3 **SECTION 15.5**

4
5 **Employees in the Bargaining Unit who are promoted to a higher classification in the Bargaining Unit**
6 **and who perform satisfactorily will retain their appointment dates prior to the promotion unless they**
7 **receive a salary increase of five percent (5%) or more. In that event, the date of the promotion will**
8 **become their appointment date.**

9
10 **SECTION 15.6**

11
12 **An employee may be transferred among units within a region due to reorganization or caseload**
13 **distribution. Such transfers shall be done by volunteers by seniority order. If not enough staff**
14 **volunteer for the transfer, then the number of necessary transfers shall be made by inverse seniority**
15 **order.**

16
17 **The transfer of staff from one region to another due to caseload distribution needs shall be done by**
18 **volunteers by seniority order. If not enough staff volunteer for the transfer, then the number of**
19 **necessary transfers shall be made by inverse seniority order.**

20
21 **Such transfers shall be considered permanent moves. No employee shall be transferred under this**
22 **section more than one time per year, unless the employee volunteers to be transferred more than**
23 **once. When there is a choice as to which units an employee may be assigned, the options shall be**
24 **offered by seniority order.**

25
26
27 **ARTICLE 16 EMPLOYEE EVALUATIONS**

28
29 **SECTION 16.1**

30
31 **Each employee of the Agency will be evaluated by the immediate supervisor no less often than**
32 **annually to assess his current job assignments, identify performance areas requiring improvement,**
33 **to establish performance objectives for the next evaluation period, and to develop a plan for**
34 **improvement of performance.**

35
36 **SECTION 16.2**

37
38 **Upon completion of the employee's evaluation conference with the supervisor, the employee will be**
39 **provided with a copy of the evaluation for review. After reviewing, should the employee desire to**
40 **submit a written reply, he must do so within five (5) working days. If such a reply is submitted**
41 **within this time frame (five working days), it shall be attached to the evaluation and accompany it**
42 **through all Agency channels and become part of the employee's permanent personnel record.**

43
44 **SECTION 16.3**

45
46 **Upon being reviewed by all the appropriate levels in the Agency, Human Resources will send a copy**
47 **of the evaluation and any attachments to the employee for his records. Should there be any written**
48 **statements on the evaluation form or attached thereto from levels of supervision higher than the**
49 **immediate supervisor, the employee will be provided the opportunity to respond within two (2)**
50 **working days and such a response will also be part of the evaluation.**

51
52 **SECTION 16.4**

53
54 **An employee who is on authorized unpaid leave of absence who returns to the same classification**

1 shall have his annual anniversary date extended in an amount equal to the time spent on unpaid leave.
2 That date shall be his annual evaluation date.

3
4 **SECTION 16.5**

5
6 All employees will be evaluated midway through their probationary period. Should this evaluation
7 be positive and continue to be positive, the employee will be advised at the end of the probationary
8 period of his permanent status.

9
10 In the event the first evaluation indicates a problem exists, or should a problem arise after the first
11 evaluation, the employee will be advised, and if determined by the Agency that with guidance and
12 a sincere effort by the employee the performance may be corrected, the Agency may allow time until
13 the end of the probationary period or any extensions thereof (not to exceed one-half [1/2] of the
14 employee's probationary period) to correct the deficiency.

15
16 **SECTION 16.6**

17
18 Employees in the Bargaining Unit who are promoted to a higher classification in the Bargaining Unit
19 and who perform satisfactorily will retain their appointment dates prior to the promotion unless they
20 receive a salary increase of five percent (5%) or more. In that event, the date of the promotion will
21 become their appointment date.

22
23 It is recognized by the Agency and the Federation that the personal lives of employees should reflect
24 a standard expected of public employees who are responsible for the lives of children. However, each
25 employee's life style is that individual's choice.

26
27 **SECTION 16.7**

28
29 An employee who is eligible for a step increase upon receiving a satisfactory performance evaluation
30 on his or her anniversary date shall not be denied such an increase if his or her evaluation conference
31 with the supervisor occurs more than thirty (30) days after the anniversary date. Such an increase
32 will be effective upon the employee's anniversary date.

33
34
35 **ARTICLE 17 PERSONNEL FILES**

36
37 **SECTION 17.1**

38
39 Employees will be allowed to review their personnel files and examine those evaluations that are
40 directly related to the performance while an employee of the Agency and/or any other material that
41 may be part of their personnel file that relates to their employment with the Agency. Such a request
42 is to be directed to the Personnel Department, making it known to the Director of Personnel that they
43 wish to review their personnel file.

44
45 **SECTION 17.2**

46
47 Employees shall be provided with a copy of any materials that will become part of their permanent
48 personnel record while an employee of this Agency. At that time the affected employee may appeal
49 the inclusion of such material pursuant to Article 6.

50
51 **SECTION 17.3**

52
53 When a meeting is scheduled with an employee(s) in the Bargaining Unit for disciplinary purposes
54 (e.g., verbal reprimand, written reprimand, suspension, discharge), the employee(s) will be advised

1 in advance and allowed to have a representative of the Federation present.

2
3 **SECTION 17.4**

4
5 Written reprimands will be removed from the employee's personnel file after eighteen (18) months
6 from the effective date providing there are no intervening disciplinary actions. Suspensions of five
7 (5) days or less will be removed after forty-eight (48) months providing there are no intervening
8 disciplinary actions after the effective date.
9

10
11 **ARTICLE 18 BULLETIN BOARDS**

12
13 **SECTION 18.1**

14
15 The Agency agrees to provide space equal to one-fourth (1/4) of existing and future bulletin boards
16 for the exclusive use of the Federation for the posting of Federation notices. It is agreed that all
17 materials posted shall be in good taste and shall respect the personal dignity and integrity of all
18 persons. The following material will be posted by the designate of the Executive Director upon
19 request by the Federation:
20

- 21 1. Federation Recreation and Social Affairs
- 22 2. Notice of Federation Meetings
- 23 3. Federation Appointments
- 24 4. Federation Election Notices and Results
- 25 5. Federation Local #1960, Council #2 Policies and Practices

26
27 **SECTION 18.2**

28
29 Any additional Federation material to be posted must have the approval of the Executive Director or
30 his designate.
31

32 **SECTION 18.3**

33
34 The Agency shall designate and mark the bulletin board space provided to the Federation not later
35 than September 1, 1980.
36

37
38 **ARTICLE 19 HEALTH AND SAFETY**

39
40 **SECTION 19.1**

41
42 All employees have the right to work in safe and healthful conditions. All buildings and equipment
43 shall be maintained in accordance with standards set by the Occupational Safety and Health
44 Administration. The Executive Director or his designate shall permit (with at least one [1] day prior
45 notice) the Federation President or his designate to visit specified work areas to investigate working
46 conditions, employee complaints, or for purposes relating to the terms and provisions of this
47 Agreement.
48

49 **SECTION 19.2**

50
51 No employee shall knowingly be given any assignment that is dangerous to his physical safety or
52 health. However, it is recognized by the Agency and the Federation that due to the nature of the
53 services and clientele, it is not always possible to know the circumstances an employee may be

1 involved in. It is the responsibility of the employee to bring concerns he may have to the attention
2 of his supervisor in order to determine if police assistance is necessary.
3

4 **ARTICLE 20 PROVISION CONTRARY TO LAW**

5 6 7 **SECTION 20.1**

8 If a tribunal of competent jurisdiction should find any provision of this Agreement not to be in
9 conformity with the laws of the State of Ohio or the United States of America, the parties will meet
10 to attempt to negotiate any necessary change in the Agreement relative to the affected provision
11 only, and the remainder of this Agreement shall continue in full force and effect.
12
13

14 **ARTICLE 21 NON-DISCRIMINATION**

15 16 17 **SECTION 21.1**

18 No person or persons or agencies responsible to the Agency nor the Federation and its officers shall
19 discriminate for or against any employee on the basis of race, religion, creed, color, national origin,
20 sex, marital status, age, handicap, disability, sexual orientation, Vietnam Disabled Veteran, political
21 affiliation, or Federation membership or legal activity. The Agency and the Federation agree to abide
22 by the provisions of applicable Federal, State, and local laws and executive orders regarding these
23 matters.
24

25 26 **SECTION 21.2**

27 The Agency and the Federation agree that dealings between their representatives and members will
28 be characterized by mutual respect for personal dignity.
29

30 31 **SECTION 21.3**

32 The Agency and the Federation agree there shall be no form of sexual harassment of employees.
33
34

35 **ARTICLE 22 PART-TIME EMPLOYEES**

36 37 38 **SECTION 22.1**

39 It is understood and agreed by the Agency and the Federation that all part-time employees (employees
40 whose normal work schedule is less than 40 hours in a week) within Bargaining Unit classifications
41 are members of the Bargaining Unit and are eligible for membership in the Federation.
42

43 Part-time employees shall be entitled to an evaluation and shall be eligible for a pay step increase
44 upon completion of every 2,080 hours (same as 40 hours per week, 52 weeks) of employment. In
45 addition, those part-time employees who work 20 hours or more per week will be eligible for
46 enrollment in the hospitalization program at Agency expense.
47

48 When an employee converts from part-time to full-time, all hours earned as part-time will be credited
49 toward every 2,080 hours required for step increases.
50
51
52
53

1 **SECTION 22.2**

2
3 **Part-time permanent employees who are regularly scheduled to work twenty (20) or more hours per**
4 **week shall accrue pro-rated vacation leave.**
5
6

7 **ARTICLE 23 STAFF INPUT**

8
9 **SECTION 23.1**

10
11 **It is understood that the Board has the right to determine all programs and services of the Agency.**
12 **It is recognized that the input of the staff can be an asset in improving and developing new programs**
13 **so as to provide the most meaningful assistance to the community.**
14

15 **SECTION 23.2**

16
17 **The Agency will mail copies of all Tentative Agendas for meetings of the Franklin County Children**
18 **Services Board to the Federation President in envelopes provided by the Federation.**
19

20 **A. If, on behalf of the Federation, the Federation President or someone duly authorized by the**
21 **President desires to submit views on an agenda item regarding Agency service, the President**
22 **shall notify the Executive Director no later than 8:00 a.m. of the day before the Board**
23 **meeting and at that time or earlier shall provide the Executive Director with a written**
24 **summary of the Federation's views regarding the agenda item. At the meeting of the Board,**
25 **the Executive Director shall provide copies of the written summary to the members of the**
26 **Board.**
27

28 **B. If, on behalf of the Federation, the Federation President wishes to suggest an agenda item**
29 **regarding Agency services for consideration by the Board at a Board meeting, the President**
30 **shall notify the Executive Director in writing of this item, and this written notice shall be**
31 **accompanied by a written summary of the Federation's views regarding the agenda item. The**
32 **Executive Director shall present this suggestion and summary at the next meeting of the**
33 **Board and subsequently the Executive Director shall advise the President in writing of the**
34 **Board's decision regarding consideration of the agenda item.**
35

36 **SECTION 23.3**

37
38 **The Child Care Manual shall be provided to all child care staff. This manual will be reviewed and**
39 **updated annually, and any changes shall be provided to the Federation.**
40
41

42 **ARTICLE 24 EQUIPMENT AND SUPPLIES**

43
44 **SECTION 24.1**

45
46 **The Agency recognizes the need for employees to have the necessary equipment and supplies to fulfill**
47 **the requirements of their jobs. Every effort will be made to ensure the timely supply of those items**
48 **determined to be necessary by the supervisor.**
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53

ARTICLE 25 FRINGE BENEFITS

SECTION 25.1

The Federation and Agency agree to maintain fringe benefits at their current levels. Notwithstanding such agreement, the Federation and the Agency agree to cap costs of the following benefits at 13.2% in 1993, 13.7% in 1994, and 14.2% in 1995 of salaries (computed on bargaining and non-bargaining salaries together).

Hospitalization

Dental

Prescription Drug

Optical

Life \$25,000 base benefit though same rates for additional insurance as other county employees)

Legal Services (Modified Plan)

Tuition Reimbursement

Mental health, chemical dependency, and Employee Assistance Program, given there is continuity with the current plans and an adequate provision is made to ensure that employees are not referred to providers with whom they transact Agency business.

Full-time employees will be able to apply to purchase additional life insurance in increments of \$10,000 up to a total of \$100,000 additional coverage under our group life insurance plan. A full-time employee can also apply to purchase \$10,000 life insurance for his spouse. It will be necessary for the employee or spouse to provide information concerning his health and be medically accepted to be eligible for this insurance. Rates are variable according to age.

SECTION 25.2

The Federation will be provided monthly cost figures and a running total of the surplus or deficit in the cap fund by the Director of Human Resources, who will also work with the Federation by providing any information and/or assistance in developing alternatives to current benefits that will effectively control or limit future cost increases of the above benefits.

SECTION 25.3

Sixty (60) days prior to effective date of all general increases in salary (including PERS pickup) during the terms of this Agreement, the Agency and the Federation will meet to discuss the alternatives to adjusting or changing these benefits to maintain cost of these benefits at the agreed upon cap. (Average cost the preceding 12 months will be used to determine cost.)

SECTION 25.4

Any recommendation for changes must be within the realm of possibility for the Agency to implement, that is, it must be legal and the authority must exist for the Board to make such changes.

SECTION 25.5

Any recommendation by the Federation to adjust or change these benefits to keep the cost within the cap (unless the Agency agrees otherwise) must be voted upon by all employees of the Agency. The majority of those employees voting shall determine whether or not such recommendations will be submitted to the Board for consideration.

1 **SECTION 25.6**

2
3 If the Agency fails to act on practicable recommendations, which must be presented to the Agency
4 within twenty-five (25) days following the first meeting held pursuant to Section 25.3, the increased
5 costs over the cap of current benefits will be absorbed by the Agency.
6

7 **SECTION 25.7**

8
9 If such adjustment(s) (or in the event of no recommendation for adjustment) does not result in a cost
10 reduction below the cap on these benefits, then the cost must be absorbed by: 1) the employee
11 through payroll deduction or 2) reduction in the general increase and/or PERS pickup by that
12 percentage over the cap. If the money paid for the benefits the previous twelve months of any year
13 is less than the amount provided under the cap, the Federation shall advise whether the surplus will
14 be carried over to the next year, will be used to adjust benefits, or will be applied as a general wage
15 increase.
16

17 **SECTION 25.8**

18
19 For the purposes of determining the salary level to calculate the fringe benefit cap during the term
20 of this Agreement, effective December 15, 1986 the salary will be adjusted by eight and one-half
21 percent (8.5%) to reflect the amount paid by the Agency to the Public Employee Retirement System
22 on behalf of the employees.
23

24 **SECTION 25.9**

25
26 In addition to the moneys in the Fringe Benefit cap Fund provided herein, the Agency agrees to
27 annually add an amount equal to one-half (1/2) of the amount expended during 1986 for tuition
28 reimbursement. In the future, the Fringe Benefit cap Fund shall provide all payments for tuition
29 reimbursement.
30

31 **ARTICLE 26 HOLIDAYS**

32
33 **SECTION 26.1**

34
35 The Agency agrees to the following paid holidays:
36

- 37 1. Christmas Day
- 38 2. New Year's Day
- 39 3. Martin Luther King Day
- 40 4. Presidents' Day
- 41 5. Memorial Day
- 42 6. Independence Day
- 43 7. Labor Day
- 44 8. Columbus Day
- 45 9. Thanksgiving Day
- 46 10. The Friday following Thanksgiving Day

47
48 Holidays falling on Saturday or Sunday are observed on the preceding Friday or the following Monday.
49

50 **SECTION 26.2**

51
52 Part-time staff who are scheduled 16 hours or more per week are granted holiday pay pro-rated for
53 those hours they are normally scheduled to work on the above holidays, or when they actually work
54 on July 4, December 25 or January 1 and such a holiday falls on a Saturday or Sunday, then they shall

1 receive holiday pay for those hours actually worked, up to a maximum of eight (8) hours.
2

3 Intermittent staff who work on holidays will receive, in addition to their regular pay for hours worked,
4 holiday pay for those hours actually worked, up to a maximum of eight (8) hours.
5
6
7

8 **ARTICLE 27 SERVICES**

9 **SECTION 27.1**

10
11
12 The Agency and the Federation recognize a mutual interest in ensuring that the employees of the
13 Agency offer the finest services possible to the people of Franklin County and that employees are able
14 to effectively, efficiently, and professionally carry out their several vocations.
15

16 **SECTION 27.2**

17
18 In 1992, a joint Labor/Management committee completed a workload project for child welfare
19 caseworkers. The purpose of this project was to identify a system to measure or weigh the amount
20 of expected work in a case and to identify options within Agency resources to reasonably address
21 heavy workloads of staff. The Agency and the Federation reaffirm their mutual commitment to
22 identify means to provide reasonable workloads to said staff.
23
24
25

26 **ARTICLE 28 STAFF DEVELOPMENT**

27 **SECTION 28.1**

28
29
30 The Agency is committed to developing a program of training for employees geared to their present
31 classifications and, as appropriate, to their next classification in the career ladder. This program
32 would consist of a combination of training opportunities available in the community and Agency-
33 sponsored program.
34

35 **SECTION 28.2**

36
37 The Agency shall permit flexible use of eight (8) hours of the Agency-paid forty (40) hours of staff
38 development. This eight (8) hours may be used for employee-determined staff development. Such
39 staff development may be related to career advancement or to a personal interest connected to
40 professional development. However, all expenses for such staff development, exclusive of Agency-
41 paid salary, shall be borne by the employee.
42
43

44 **ARTICLE 29 LEAVE OF ABSENCE**

45 **SECTION 29.1**

46
47
48 The Agency will provide a leave of absence without pay for reasons of maternity up to a maximum
49 of six (6) months. This leave may be available in addition to use of accrued vacation time and paid
50 sick leave for periods of disability and inability to work because of pregnancy and maternity; a
51 doctor's statement of disability and inability to work because of pregnancy and maternity is required
52 to receive paid sick leave. The leave of absence may be taken without the employees using their sick
53 and/or vacation leave.

1 **SECTION 29.2**

2
3 **Other leaves of absence may be provided at the discretion of the Executive Director and in accord**
4 **with the Ohio Revised Code.**

5
6 **SECTION 29.3**

7
8 **The Executive Director may grant sick leave, at her discretion, to an employee upon the illness or**
9 **injury of a member of the employee's immediate family not living with the employee.**

10
11 **SECTION 29.4**

12
13 **An employee may request up to six (6) months unpaid child rearing leave. The employee may apply**
14 **any form of paid leave, including sick leave, to the child rearing leave in order to remain in paid**
15 **status. Such leave would not require that the employee be returned to the same classification.**
16 **However, the employee would be placed in a comparable pay status.**

17
18 **SECTION 29.5**

19
20 **Employees on unpaid leave of absence due to disability resulting from an injury that is job related and**
21 **which has been approved by the Workers Compensation Board as an industrial accident shall have**
22 **the employer's share of their medical insurance paid for by the Agency for six (6) months.**

23
24
25 **ARTICLE 30 MILEAGE REIMBURSEMENT**

26
27 **SECTION 30.1**

28
29 **Agency agrees to reimburse employees at the following rates per mile for the use of their personal**
30 **motor vehicles to conduct authorized Agency business.**

- 31
32 **Effective March 1, 1993 - 26¢ per mile**
33 **Effective January 1, 1994 - 27¢ per mile**
34 **Effective January 1, 1995 - applicable IRS non-taxable mileage reimbursement**
35

36
37 **ARTICLE 31 VACATION POLICY**

38
39 **SECTION 31.1**

40
41 **The vacation policy effective May 1, 1978 shall be:**

42

43 Less than 1 year of service	0 hours of vacation
44 After 6 months service	an employee is permitted to use up to 40 hours of
45	the 80 hours which are actually credited at the end
46	of the first year
47 After 1 year of service	80 hours of vacation
48 After 2 years of continuous service	120 hours of vacation
49 After 8 years of service*	160 hours of vacation
50 After 15 years of service*	200 hours of vacation
51 After 22 years of service*	240 hours of vacation

52

53 ***Employees with 8, 15, and 22 years of qualified service but without 2 years of continuous service**

1 with FCCS earn 40 hours less than the amount shown.
2

3 **SECTION 31.2**
4

5 Policy regarding accrual and crediting of vacation on the employee's bi-weekly earning statement
6 (referred to hereafter as pay stub) is as follows:
7

- 8 A. During the first year of service there is no accrual and crediting of vacation hours.
9
10 B. At the end of the first year of service, 80 vacation hours are credited to the employee on the
11 pay stub.
12
13 C. During the second year of service, vacation is accrued and credited on the pay stub at the rate
14 of 3.1 hours per pay period--80 hours per year.
15
16 D. At the end of 2 years of continuous service, an additional 40 vacation hours are credited to the
17 employee on the pay stub.
18
19 E. During the 3rd through 8th year of service, vacation is accrued and credited on the pay stub
20 at the rate of 4.6 hours per pay period--120 hours per year.
21
22 F. At the end of the 8th year of service, an additional 40 vacation hours are credited on the pay
23 stub to the employee.
24
25 G. During the 9th through 15th year of service, vacation is accrued and credited on the pay stub
26 at the rate of 6.2 hours per pay period--160 hours per year.
27
28 H. At the end of the 15th year of service, an additional 40 vacation hours are credited on the pay
29 stub to the employee.
30
31 I. During the 16th through 22nd year of service, vacation is accrued and credited on the pay stub
32 at the rate of 7.7 hours per pay period--200 hours per year.
33
34 J. At the end of the 22nd year of service, an additional 40 vacation hours are credited on the pay
35 stub to the employee.
36
37 K. During the 23rd year and thereafter, vacation is accrued and credited on the pay stub at the
38 rate of 9.2 hours per pay period--240 hours per year.
39

40 **SECTION 31.3**
41

42 Those part-time employees who are regularly scheduled to work twenty (20) hours or more per week
43 shall earn vacation benefits in accordance with Section 31.2 on a pro-rated basis according to the
44 number of hours actually worked.
45

46 **SECTION 31.4**
47

48 On December 31 of each year employees will be allowed to have accumulated no more than two times
49 the amount of vacation they are then earning. Employees who, on December 31, have accumulated
50 more than two times their current vacation accrual rate will have this amount deducted from their
51 accumulated vacation.
52
53
54

1 **SECTION 31.5**

2
3 **The Agency agrees to grant to each full-time and part-time employee (who is regularly scheduled to**
4 **work twenty [20] hours or more per week) and who have been on the payroll for four (4) months or**
5 **more, three (3) Personal Leave days during the calendar year. (Personal Leave days will be pro-rated**
6 **in accordance with the normal scheduled hours of work.) Such personal reasons may be for legal,**
7 **financial, or any other purpose. These days are non-accumulative and must be taken during the**
8 **calendar year. Employees requiring additional days for personal business must take Leave Without**
9 **Pay or use accrued vacation leave for this time off.**

10
11 **Use of these Personal Leave days requires advance approval of the immediate supervisor in**
12 **accordance with usual Agency policy and is limited to a minimum of four (4) hours use per occasion.**

13
14 **SECTION 31.6**

15
16 **Previous part-time and Intermittent service is counted in determining the rate of vacation for**
17 **employees who have become full-time employees. Two thousand eighty (2,080) hours of such part-**
18 **time and intermittent service will equal one year of full-time service.**

19
20
21 **ARTICLE 32 WAGES AND SALARIES**

22
23 **SECTION 32.1**

24
25 **The Agency shall pay, at no cost to the employee, eight and one-half percent (8.5%) of the employee's**
26 **wages to the Public Employees Retirement System as a portion of the PERS payment required of each**
27 **employee.**

28
29 **SECTION 32.2**

30
31 **Effective with the pay period which includes February 1, 1993, the pay scale for Bargaining Unit**
32 **employees shall be increased by three percent (3%). The employer will forgive the benefit cap deficit**
33 **existing on February 1, 1993.**

34
35 **Effective with the pay period which includes February 1, 1994, the pay scale for Bargaining Unit**
36 **employees shall be increased by three and one-half percent (3.5%).**

37
38 **Effective with the pay period which includes February 1, 1995, the pay scale for Bargaining Unit**
39 **employees shall be increased by three and one-half percent (3.5%).**

40
41 **Pay Range assignments for all current Bargaining Unit classifications shall be those found in Appendix**
42 **A. Pay Range assignments for new Bargaining Unit classifications shall be negotiated by the parties.**

43
44 **SECTION 32.3**

45
46 **Employees may elect direct deposit of pay at a financial institution of their choice.**

47
48 **SECTION 32.4**

49
50 **Employees who are able to provide documentation to Human Resources that they have received the**
51 **following types of licensure and the validity dates of such licensure shall be eligible for a pay**
52 **supplement, effective within two (2) pay periods after providing the documentation. The employee**
53 **is responsible for ensuring the licensure is renewed and there is no lapse in the license expiration and**
54 **renewal dates. The pay supplement is only effective for such periods that Human Resources has**

1 written verification of the validity of the license.
2

3 Licensed Social Worker (LSW) - 2% pay supplement of current step

4 Licensed Practical Counselor (LPC) - 2% pay supplement of current step

5 Licensed Independent Social Worker (LISW) - 4% pay supplement of current step

6 Licensed Practical Clinical Counselor (LPCC) - 4% pay supplement of current step
7

8 SECTION 32.5 9

10 In the event the Agency initiates or maintains a practice or policy where an employee is required to
11 make him/herself available to report to work upon being contacted, the method of compensation for
12 being on-call shall be negotiated with the Federation.
13
14

15 ARTICLE 33 TUITION REIMBURSEMENT 16

17 SECTION 33.1 18

19 Employees eligible for tuition reimbursement shall include the following Bargaining Unit personnel
20 who have passed their initial probationary period:
21

- 22 A. Full-time permanent employees may be reimbursed for up to two (2) courses per
23 quarter/semester.
24
- 25 B. Part-time permanent employees working an average of twenty (20) hours or more per week
26 may be reimbursed for up to one (1) course per quarter/semester.
27
- 28 C. Intermittent employees, beginning one hundred eighty (180) days after the first day of
29 employment, who work an average of not less than twenty (20) hours per week during this
30 period and during the time period in which the course is taken, may be reimbursed for up to
31 one (1) course per quarter/semester.
32

33 SECTION 33.2 34

35 Eligible Courses--The following criteria apply:
36

- 37 A. A course must be related to the employee's actual specific job assignment or to a position in
38 the Agency to which the employee aspires. For purposes of this section, the obtaining of basic
39 literacy, a high school diploma, or completion of G.E.D. requirements shall be considered
40 related to every job assignment in the Agency.
41
- 42 B. A course must be taken at a school chartered by the State Department of Education, an
43 accredited college, an accredited university or at their extension centers. No correspondence
44 courses shall be eligible.
45

46 SECTION 33.3 47

48 Reimbursement Procedures--Employees must follow these procedures in order to obtain
49 reimbursement:
50

- 51 A. The employee must make application for reimbursement to the Department of Professional
52 Development at least seven (7) days prior to the first day of class to which the employee
53 wishes to enroll and receive a response as to whether the request for tuition reimbursement
54 was approved within fifteen (15) days of the date of application. Application forms may be

1 obtained from the Department of Education & Professional Development.

- 2
3 B. Upon completion of the course, the employee shall submit the original grade report received
4 for the course to the Department of Education & Professional Development. The employee
5 must receive a letter grade of "C" (or its equivalent) for the course.
6
7 C. If the employee has met the requirements of this policy, he shall be reimbursed at the rate not
8 to exceed the credit hour fee charged by Capital University. Employees shall not be reimbursed
9 for materials. Employees shall not be reimbursed for lost work time under this provision.
10
11 D. Employees who participate in the Tuition Reimbursement Program must agree to continue
12 employment with Franklin County Children Services for a minimum of two (2) months per
13 course completed. Work commitments begin after completion of the course and must be
14 served consecutively, not concurrently. Employees who do not complete the work
15 commitment are required to return the funds received under the Tuition Reimbursement
16 program.
17

18 ARTICLE 34 JOB AUDITS

19 SECTION 34.1

20
21 **Step 1:** An employee who feels his position is not properly classified may request in writing a job
22 audit through the Human Resources Division. The audit request is to indicate the reason(s) the
23 employee feels the position is not properly classified.
24

25
26 **Step 2:** Human Resources will review the audit request and 1) make a recommendation for
27 classification based on the information submitted or 2) if necessary, perform an "on-site" audit of the
28 position with the employee and his supervisor. The employee will be notified in writing of the
29 decision.
30

31
32 **Step 3:** An employee not satisfied with the decision reached at Step 2 noted above may file a
33 grievance to commence at Step 2 as the employee's exclusive remedy. However, an arbitrator can
34 only grant back pay commencing from the 110th day following the date when the employee
35 submitted an audit request in writing to the Human Resources Director. The Federation must notify
36 the Agency within fourteen (14) days of the completion of the fourth step of the grievance procedure
37 of its intention to submit the audit issue to arbitration or the prior audit finding will stand as final.
38

39 ARTICLE 35 DURATION

40 SECTION 35.1

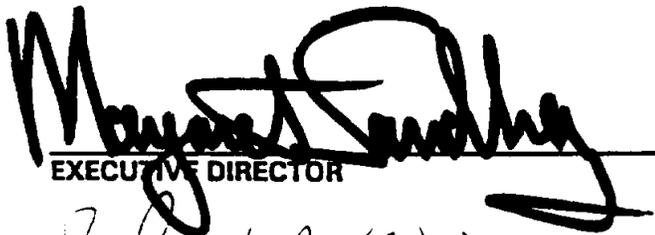
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42 This Agreement shall become effective February 1, 1993 and shall remain in effect until midnight
43 January 31, 1996.
44
45
46

SIGNATURE PAGE

FOR FRANKLIN COUNTY CHILDREN SERVICES

FOR FEDERATION OF FRANKLIN COUNTY CHILDREN SERVICES WORKERS PROFESSIONALS GUILD OF OHIO COUNCIL #2

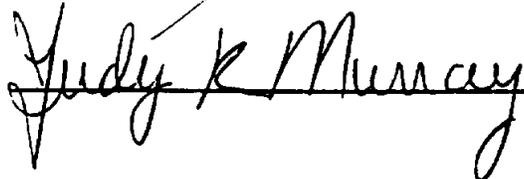
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EXECUTIVE DIRECTOR


EXECUTIVE DIRECTOR

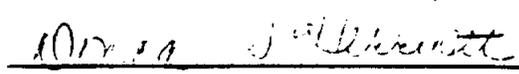

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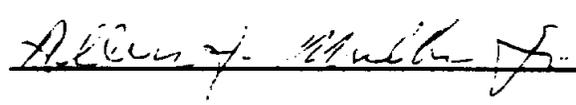

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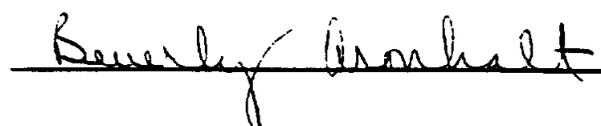

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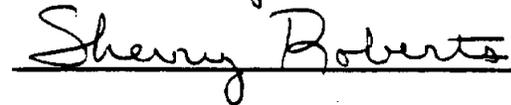

PRESIDENT

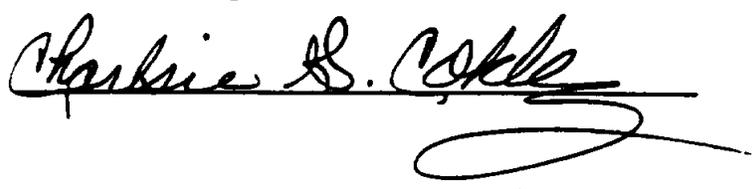

EXECUTIVE DIRECTOR


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EXECUTIVE DIRECTOR

APPENDIX A
FRANKLIN COUNTY CHILDREN SERVICES
LIST OF POSITION CLASSIFICATIONS AND PAY RANGE ASSIGNMENTS

CLASSIFICATION	PAY RANGE
Accountant 1	18
Account Clerk 2	12
Account Clerk 3	14
Activities Therapy Specialist 2	16
Air Quality Technician 2	16
Carpenter 2	16
Caseworker 1	12
Caseworker 2	14
Child Welfare Caseworker 1	16
Child Welfare Caseworker 2	18
Child Welfare Caseworker 3	21
Clerical Specialist	10
Clerk 2	6
Community Service Worker	12
Computer Operator	16
Cook 1	6
Cook 2	7
Custodial Worker 1	5
Data Entry Operator 2	10
Data Entry Operator 3	12
Data Processor 2	10
Data Processor 3	12
Electrician 2	16
General Activity Therapist 2	12
Groundskeeper 2	10
Investigator 1	12
Investigator 2	14
Mail Clerk/Messenger	6
Nurse 1	18
Office Machine Operator 1	6
Painter 2	14
Plumber 2	16
Public Information Specialist	18
Purchasing Assistant 1	13
Recruitment Aide	16
Secretary 1	12
Security Officer 2	9
Social Service Aide 2	9
Stores Clerk	8
Telephone Operator 1	7
Telephone Operator 2	10
Telephone Supervisor	14
Typist 1	5
Typist 2	7
Volunteer Coordinator 2	20
Word Processing Specialist 2	10
Youth Leader 1	9
Youth Leader 2	11
Youth Leader 3	13

JOB GRADES	LONGEVITY														
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15
SECTION I ***** 21. HOURLY	5.20	5.38	6.20	6.59	6.98	7.27	7.63	7.83	8.04	8.24	8.46	8.68	8.90	9.14	9.37
4. HOURLY	6.16	6.47	6.73	7.13	7.49	7.86	8.26	8.47	8.63	8.82	9.15	9.39	9.63	9.88	10.14
5. HOURLY	6.41	6.73	7.06	7.42	7.77	8.18	8.59	8.81	9.04	9.27	9.51	9.76	10.02	10.28	10.54
6. HOURLY	6.66	7.00	7.35	7.71	8.10	8.50	8.93	9.16	9.40	9.64	9.90	10.15	10.42	10.69	10.97
7. HOURLY	6.93	7.28	7.64	8.02	8.42	8.84	9.29	9.53	9.78	10.03	10.29	10.56	10.83	11.11	11.40
8. HOURLY	7.21	7.57	7.95	8.34	8.76	9.20	9.66	9.91	10.17	10.43	10.70	10.98	11.27	11.56	11.86
9. HOURLY	7.50	7.87	8.26	8.68	9.11	9.57	10.04	10.31	10.57	10.85	11.13	11.42	11.72	12.02	12.33
10. HOURLY	7.80	8.18	8.59	9.02	9.48	9.95	10.45	10.72	11.00	11.28	11.58	11.88	12.19	12.50	12.83
11. HOURLY	8.11	8.51	8.94	9.38	9.85	10.35	10.86	11.15	11.44	11.73	12.04	12.35	12.67	13.00	13.34
12. HOURLY	8.43	8.85	9.30	9.76	10.25	10.76	11.30	11.59	11.89	12.20	12.52	12.85	13.19	13.52	13.87
13. HOURLY	8.77	9.21	9.67	10.15	10.66	11.19	11.75	12.06	12.37	12.69	13.02	13.36	13.71	14.06	14.43
14. HOURLY	9.12	9.58	10.05	10.56	11.08	11.64	12.22	12.54	12.86	13.20	13.54	13.89	14.26	14.63	15.01
15. HOURLY	9.48	9.96	10.46	10.98	11.53	12.10	12.71	13.04	13.38	13.73	14.08	14.45	14.83	15.21	15.61
SECTION II ***** 16. HOURLY	9.54	10.01	10.52	11.04	11.59	12.17	12.78	13.11	13.45	13.80	14.16	14.53	14.91	15.30	15.70
17. HOURLY	9.92	10.42	10.94	11.48	12.06	12.66	13.29	13.64	13.99	14.36	14.73	15.11	15.51	15.91	16.32
18. HOURLY	10.32	10.83	11.37	11.94	12.54	13.17	13.82	14.18	14.55	14.93	15.32	15.72	16.13	16.55	16.98
20. HOURLY	11.16	11.72	12.30	12.92	13.56	14.24	14.95	15.34	15.74	16.15	16.57	17.00	17.44	17.90	18.36
21. HOURLY	11.60	12.18	12.79	13.43	14.10	14.81	15.55	15.96	16.37	16.80	17.23	17.68	18.14	18.61	19.10
22. HOURLY	12.07	12.67	13.31	13.97	14.67	15.40	16.17	16.59	17.02	17.47	17.92	18.39	18.87	19.36	19.86
23. HOURLY	12.55	13.18	13.84	14.53	15.26	16.02	16.82	17.26	17.71	18.17	18.64	19.12	19.62	20.13	20.65

*LONGEVITY STEPS ARE GIVEN WHEN THE SPECIFIED YEARS OF SERVICE LONGEVITY POINT WORKED AND THE ANNUAL STEP INCREASES HAVE CEASED.

INCREASING RATE: 2.6% BETWEEN STEPS 1 - 7 2.6% BETWEEN STEPS 7 - 15 4% BETWEEN PAY RANGES WITHIN EACH SECTION
 5% BETWEEN STEPS 1 - 7 2.6% BETWEEN STEPS 7 - 15 4% BETWEEN PAY RANGES WITHIN EACH SECTION
 LONGEVITY 10 YRS. 12 YRS 14 YRS 16 YRS 18 YRS 20 YRS 22 YRS

PAY RANGES	ANNUAL INCREMENTS					LONGEVITY														
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15					
SECTION I ***** 2. HOURLY	5.90	6.19	6.50	6.83	7.17	7.53	7.91	8.11	8.32	8.54	8.76	8.99	9.22	9.46	9.71					
4. HOURLY	6.38	6.70	7.03	7.39	7.76	8.14	8.55	8.77	9.00	9.24	9.48	9.72	9.97	10.23	10.50					
5. HOURLY	6.64	6.97	7.32	7.68	8.07	8.47	8.89	9.12	9.36	9.60	9.85	10.11	10.37	10.64	10.92					
6. HOURLY	6.90	7.25	7.61	7.99	8.39	8.81	9.25	9.49	9.74	9.99	10.25	10.52	10.79	11.07	11.36					
7. HOURLY	7.18	7.54	7.91	8.31	8.72	9.16	9.62	9.87	10.13	10.39	10.66	10.94	11.22	11.51	11.81					
8. HOURLY	7.46	7.84	8.23	8.64	9.07	9.53	10.00	10.26	10.53	10.80	11.09	11.37	11.67	11.97	12.28					
9. HOURLY	7.76	8.15	8.56	8.99	9.44	9.91	10.40	10.67	10.95	11.24	11.53	11.83	12.14	12.45	12.78					
10. HOURLY	8.07	8.48	8.90	9.35	9.81	10.30	10.82	11.10	11.39	11.69	11.99	12.30	12.62	12.95	13.29					
11. HOURLY	8.40	8.82	9.26	9.72	10.21	10.72	11.25	11.55	11.85	12.15	12.47	12.79	13.13	13.47	13.82					
12. HOURLY	8.73	9.17	9.63	10.11	10.61	11.15	11.70	12.01	12.32	12.64	12.97	13.31	13.65	14.01	14.37					
13. HOURLY	9.08	9.54	10.01	10.51	11.04	11.59	12.17	12.49	12.81	13.14	13.49	13.84	14.20	14.57	14.95					
14. HOURLY	9.45	9.92	10.41	10.93	11.48	12.05	12.66	12.99	13.32	13.67	14.03	14.39	14.77	15.15	15.54					
15. HOURLY	9.82	10.31	10.83	11.37	11.94	12.54	13.16	13.51	13.86	14.22	14.59	14.97	15.36	15.75	16.16					
SECTION II ***** 16. HOURLY	9.87	10.37	10.89	11.43	12.00	12.60	13.23	13.58	13.93	14.29	14.66	15.04	15.44	15.84	16.25					
17. HOURLY	10.27	10.78	11.32	11.89	12.48	13.11	13.76	14.12	14.49	14.86	15.25	15.65	16.05	16.47	16.90					
18. HOURLY	10.68	11.21	11.77	12.36	12.98	13.63	14.31	14.68	15.07	15.46	15.86	16.27	16.69	17.13	17.57					
20. HOURLY	11.55	12.13	12.74	13.37	14.04	14.74	15.48	15.88	16.29	16.72	17.15	17.60	18.06	18.53	19.01					
21. HOURLY	12.01	12.61	13.24	13.91	14.60	15.33	16.10	16.52	16.95	17.39	17.84	18.30	18.78	19.27	19.77					
22. HOURLY	12.49	13.12	13.77	14.46	15.19	15.95	16.74	17.18	17.62	18.08	18.55	19.04	19.53	20.04	20.56					
23. HOURLY	12.99	13.64	14.33	15.04	15.79	16.58	17.41	17.87	18.33	18.81	19.30	19.80	20.31	20.84	21.38					

*LONGEVITY STEPS ARE GIVEN WHEN THE SPECIFIED YEARS OF SERVICE HAVE BEEN WORKED AND THE ANNUAL STEP INCREASES HAVE CEASED.

APPENDIX B-2

FOR ROBERTS	STEP 1	STEP 2	ANNUAL INCREASES STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15
SECTION 1 *****															
2. HOURLY	6.11	6.41	6.73	7.07	7.42	7.79	8.18	8.59	9.01	9.32	9.56	9.81	10.06	10.32	10.59
4. HOURLY	6.60	6.74	7.28	7.65	8.03	8.43	8.85	9.09	9.32	9.56	9.81	10.06	10.32	10.59	10.87
5. HOURLY	6.87	7.21	7.57	7.95	8.35	8.77	9.21	9.44	9.63	9.94	10.20	10.47	10.74	11.02	11.30
6. HOURLY	7.14	7.50	7.88	8.27	8.68	9.12	9.57	9.82	10.08	10.34	10.61	10.88	11.17	11.46	11.76
7. HOURLY	7.43	7.80	8.19	8.60	9.03	9.48	9.96	10.22	10.48	10.75	11.03	11.32	11.61	11.92	12.23
8. HOURLY	7.73	8.11	8.52	8.94	9.37	9.86	10.35	10.62	10.90	11.18	11.47	11.77	12.08	12.37	12.71
9. HOURLY	8.04	8.44	8.86	9.30	9.77	10.26	10.77	11.05	11.34	11.63	11.93	12.24	12.56	12.89	13.22
10. HOURLY	8.36	8.76	9.21	9.67	10.16	10.67	11.20	11.47	11.79	12.10	12.41	12.73	13.06	13.40	13.75
11. HOURLY	8.69	9.13	9.58	10.06	10.56	11.09	11.65	11.95	12.26	12.58	12.91	13.24	13.59	13.94	14.30
12. HOURLY	9.04	9.49	9.97	10.46	10.97	11.54	12.11	12.43	12.75	13.08	13.42	13.77	14.13	14.50	14.87
13. HOURLY	9.40	9.87	10.36	10.88	11.43	12.00	12.60	12.93	13.26	13.61	13.96	14.32	14.70	15.08	15.47
14. HOURLY	9.78	10.27	10.78	11.32	11.88	12.48	13.10	13.44	13.79	14.15	14.52	14.90	15.28	15.68	16.09
15. HOURLY	10.17	10.68	11.21	11.77	12.36	12.98	13.63	13.98	14.34	14.72	15.10	15.49	15.89	16.31	16.73
SECTION 11 *****															
16. HOURLY	10.82	10.73	11.26	11.83	12.42	13.04	13.63	14.05	14.41	14.79	15.17	15.56	15.97	16.38	16.81
17. HOURLY	10.62	11.16	11.71	12.30	12.91	13.56	14.24	14.61	14.99	15.38	15.78	16.19	16.61	17.04	17.48
18. HOURLY	11.05	11.60	12.18	12.79	13.43	14.10	14.81	15.13	15.53	15.99	16.41	16.83	17.27	17.72	18.18
20. HOURLY	11.95	12.55	13.18	13.83	14.53	15.25	16.01	16.43	16.86	17.30	17.75	18.21	18.68	19.17	19.67
21. HOURLY	12.43	13.05	13.70	14.37	15.11	15.86	16.66	17.09	17.53	17.99	18.46	18.94	19.43	19.93	20.45
22. HOURLY	12.93	13.57	14.25	14.96	15.71	16.50	17.32	17.77	18.23	18.71	19.19	19.69	20.21	20.73	21.27
23. HOURLY	13.44	14.11	14.82	15.56	16.34	17.16	18.01	18.48	18.96	19.46	19.96	20.48	21.01	21.56	22.12

*LONGEVITY STEPS ARE GIVEN WHEN THE SPECIFIED YEARS OF SERVICE HAVE BEEN WORKED AND THE ANNUAL STEP INCREASES HAVE CEASED.



APPENDIX C
PROFESSIONALS GUILD OF OHIO
COUNCIL 2 GRIEVANCE FORM

Date _____

Grievant's Name: _____

Work Area: _____

Classification: _____

Article & Sections Violated: _____

Did this grievance arise from a continuing condition? Yes No

If "No", on what date(s) and time(s) did the incident(s) in the grievance occur? _____

Where did the incident(s) occur? _____

On what date was the subject of this grievance informally discussed with the immediate supervisor? _____

Who is that immediate supervisor? _____

Brief Statement of Grievance: _____

Remedy Requested: _____

PGO Representative who will represent me in this matter: _____

Signed: _____
(Employee)

Signed: _____
(PGO Representative)

MANAGEMENT REPLIES

STEP 1: _____

Date: _____ Signed: _____

STEP 2: _____

Date: _____ Signed: _____

STEP 3: _____

Date: _____ Signed: _____

STEP 4: _____

Date: _____ Signed: _____



STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD
 65 East State Street, 12th Floor
 Columbus, OH 43215-4213
 (614) 644-8573

HAND DELIVERED

Case No.:
 95-MED-10-0846

EMPLOYER CERTIFICATION OF FACT-FINDING VOTE

INSTRUCTIONS: A representative of the employer may use this form to certify the fact-finding vote of the employer. Submit one original and one (1) copy of this form to the State Employment Relations Board at the above address and serve one (1) copy on the employee organization.

1. NAME OF EMPLOYER: Franklin County Children Services Board		
LOCATION OF EMPLOYER: 1951 Gantz Road	City Grove City	County Franklin
2. NAME OF EMPLOYER'S REPRESENTATIVE: Robert D. Weisman	Title (if any) Esquire	Telephone: 614/462-2239
Address: Schottenstein, Zox & Dünn; 41 South High Street, 26th Floor		
City, Zip: Columbus, Ohio 43215		
3. DATE AND TIME OF VOTE: April 2, 1996 at 9:45 a.m.		
4. NUMBER OF MEMBERS OF LEGISLATIVE BODY: 3		
5. TALLY: Number of votes to ACCEPT: <u>0</u> Number of votes to REJECT: <u>3</u> TOTAL VOTES CAST: <u>3</u>		
6. NAME OF EMPLOYEE ORGANIZATION REPRESENTING BARGAINING UNIT(S): Professionals Guild of Ohio		

APR 2 10 44 AM '96
 STATE-EMPLOYMENT
 RELATIONS BOARD

DECLARATION

I declare that I have read the contents of this Certification of Fact-Finding Vote and that the statements it contains are true and correct to the best of my knowledge and belief.

Robert D. Weisman
 Signature

Counsel to Franklin County Children
 Title Services Board

Robert D. Weisman
 Print or Type Name

April 2, 1996
 Date

THIS CERTIFICATION OF FACT-FINDING VOTE WILL NOT BE ACCEPTED
FOR FILING IF THE PROOF OF SERVICE IS NOT COMPLETED.

PROOF OF SERVICE

I certify that an exact copy of the foregoing Certification of Fact-Finding Vote has been sent or delivered to

Charles DeGrove; Professionals Guild of Ohio; 1015 East Main Street; Columbus, Ohio 43205
(Name and complete address of representative of employee organization)

by regular United States mail
(Manner of delivery, e.g. regular or certified U.S. mail, hand delivery)

this 2nd day of April, 19 96.

John A. Devine
Signature

PURSUANT TO RULE 4117-9-05(N) OF THE ADMINISTRATIVE CODE, FAILURE TO SERVE UPON THE BOARD AND THE EMPLOYEE ORGANIZATION THE REQUIRED VOTING INFORMATION WITHIN TWENTY-FOUR HOURS OF THE EXPIRATION OF THE SEVEN-DAY VOTING PERIOD SHALL CONSTITUTE FAILURE TO REJECT THE RECOMMENDATIONS, AND THE RECOMMENDATIONS SHALL BE DEEMED ACCEPTED AS THE RESOLUTION OF ISSUES SUBMITTED TO FACT-FINDING. ORAL NOTIFICATION TO THE BOARD OR THE EMPLOYEE ORGANIZATION SHALL NOT CONSTITUTE TIMELY COMPLIANCE WITH THIS RULE.



State
Employment
Relations
Board



65 East State Street
Columbus, Ohio 43215-4213
(614) 644-8573

April 3, 1996

Mr. Charles W. DeGrove
1015 East Main Street
Columbus, OH 43205-2398

Mr. Robert D. Weisman
SCHOTTENSTEIN, ZOX & DUNN
41 South High Street - 26th Floor
Columbus, OH 43215

RE: Case No. 95-MED-10-0846
Professionals Guild of Ohio and Franklin
County Children Services Board

Dear Messrs. DeGrove and Weisman:

Please find enclosed a Notice and the fact-finding report to be posted. This Notice with the attached copy of the report should be posted immediately, where it can be viewed by employees and the public. In accordance with Ohio Administrative Code Rule 4117-9-05(P), the notice of rejection is to be posted for a period of thirty days or until settlement occurs, whichever is earlier.

Thank you for your cooperation.

Sincerely,

G. Thomas Worley
Administrator, Bureau of Mediation

GTW:dym
95-0846e/106e

Enclosures
cc: Marcus Hart Sandver



State
Employment
Relations
Board



65 East State Street
Columbus, Ohio 43215-4213
(614) 644-8573

April 3, 1996

THE COLUMBUS DISPATCH

Attn: City Editor
34 South Third Street
Columbus, OH 43215

Dear Editor:

Enclosed for your edification is a notice of fact-finding rejection in the matter of Professionals Guild of Ohio and Franklin County Children Services Board (Case No. 95-MED-10-0846) before the State Employment Relations Board. The parties involved in this matter lie within your paper's circulation area.

While you may or may not (at your discretion) publish the materials herein, your receipt of these materials constitutes publication pursuant to Rule 4117-9-05(P) of the Ohio Administrative Code (and Section 4117.14(C)(6) of the Ohio Revised Code). The rule states:

"If the recommendations of the panel are rejected by a three-fifths vote of either party and the rejection information required by paragraph (M) or (N) of this rule is timely served upon the board and the other party, the board shall post a copy of the fact-finding report and the notice of rejection in its Columbus offices and shall mail copies to the press, with recipients determined at the board's discretion. A board-provided notice of the rejection and a copy of the fact-finding report shall be posted by the employer and employee organization in conspicuous locations where employees will be reasonably apprised of the contents. The 'date of publication' is the date the board mails the notice and the report to the press. A notice of rejection shall remain posted for a period of thirty days or until settlement occurs, whichever is earlier."

If we can be of further assistance, please do not hesitate to contact us at the number listed on the letterhead. Thank you for your consideration.

Sincerely,

G. Thomas Worley
Administrator, Bureau of Mediation

GTW:dym
95-0846e/106y

Enclosures





NOTICE

FROM THE STATE EMPLOYMENT RELATIONS BOARD

PUBLICATION DATE: April 3, 1996

CASE NO. 95-MED-10-0846

In the Matter of Professionals Guild of Ohio

and Franklin County Children Services Board

The attached report of the fact-finding panel has been acted on as follows:

Professionals Guild of Ohio - Accepted

Franklin County Children Services Board - Rejected

Pursuant to Chapter 4117.14 of the Ohio Revised Code, this notice and attachment serves as publication of the findings of fact and recommendations of the fact-finding panel. On the publication date, the original notice of rejection of the fact-finding report was sent to a daily newspaper which serves the vicinity where the governmental entity is located. A copy of the notice has been posted in the Clerk's Office of the State Employment Relations Board.

Individuals may contact the above named parties to determine if copies of the report are available or contact the State Employment Relations Board, 65 East State Street, 12th Floor, Columbus, Ohio 43215.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED

FACTFINDING REPORT AND RECOMMENDATIONS

**FRANKLIN COUNTY CHILDREN SERVICES
and
PROFESSIONALS GUILD OF OHIO**

State Employment Relations Board Case No. 95-MED-10-0846

**MARCUS HART SANDVER, Ph.D.
Factfinder**

**Hearing Date: March 5, 1996
Decision Issued: April 1, 1996**

Representing the Employer:

**Robert Weisman
Schottenstein, Zox and Dunn**

Representing the Employees:

**Charles DeGrove
Professionals Guild of Ohio**

I. BACKGROUND

This case arises out of a dispute between the Franklin County Children Services (FCCS) and the Professionals Guild of Ohio (PGO) concerning the negotiation of a collective bargaining agreement. The parties had met several times prior to factfinding for the purpose of negotiations and had resolved all but four items.

The items in dispute are:

1. Contracting Out
2. Fringe Benefits
3. Wages and Salaries
4. Duration of the Agreement

On December 19, 1995 Marcus Hart Sandver was chosen by the parties as a Factfinder under the provisions of OCR 4117. The hearing was originally scheduled for January 19, 1996, but subject to mutual agreement of the parties the hearing was postponed until March 5, 1996.

II. THE HEARING

The hearing was convened by the Factfinder at 9:00 A.M. in the conference room of Building 14 of the FCCS. At the hearing the employer was represented by Mr. Robert Weisman of Schottenstein, Zox and Dunn of Columbus and the employees were represented by Mr. Charles DeGrove, Executive Director of the Professionals Guild of Ohio. The parties were briefed by the Factfinder on the procedural rules to be followed in the hearing. The parties were further informed that the proceedings would be conducted in conformity with the rules for factfinding promulgated by the

State of Ohio Employment Relations Board. Finally, the parties were notified that the factfinding report would be written to conform with the criteria for factfinding found in OCR 4117.14(G)(7)(a-f). The parties waived opening statements and began with a discussion of the issues in dispute.

III. THE ISSUES

A. Contracting Out

1. Union Position

Mr. DeGrove began his presentation by noting to the Factfinder that the membership of the union had deliberated at great length about this issue. A matter of great importance regarding this issue, Mr. DeGrove commented, was the closing of the Transition Center which resulted in the elimination of fifty-two (52) position at FCCS in 1995. Mr. DeGrove noted to the Factfinder that the union position on contracting out had changed during negotiations. The union position initially was to propose contract language which would prohibit contracting out at FCCS.

The union proposal, as presented at the factfinding hearing, was to require advance notice to the union of the employer's intention to contract out any work performed by the bargaining unit. In this advance notice, the employer is to specify the work to be subcontracted, the financial terms of the proposed subcontract, and the anticipated effects of the subcontract on future employment. After receiving this information, under the union's proposal, the union would have ten (10) days to develop an alternative to the employer's subcontracting plan. If the employer rejected the

union's alternative plan, the union then could submit its plan to binding arbitration.

In support of his position, Mr. DeGrove submitted into evidence union exhibit B which contained a review of six contracts in Franklin County agencies which mention the issue of sub-contracting. The contracts were for the following agencies:

- a. Southwestern Schools Support Staff
- b. Groveport-Madison Schools Support Staff
- c. Franklin County Sheriff's Department Deputies
- d. Franklin County Sheriff's Department, Non-Uniformed Support Staff Deputies
- e. Franklin County Department of Human Services
- f. Franklin County Children Services

2. Employer Position

The employer's position on this issue was that subcontracting is a management right. Further, the employer representative noted that Article 10 of the past collective bargaining agreement had a meet and confer type of subcontracting procedure which had been in several previous agreements. In the opinion of Mr. Weisman, the language of Article 10 was preferable to any of the proposed changes advanced by the union.

Mr. Weisman especially objected to the arbitration procedure contained in the union's subcontracting proposal. Mr. Weisman stated his view that the proposed arbitration procedure would be time consuming and burdensome to the employer.

3. Discussion

The evidence and testimony on this issue, especially that presented by the

PGO, are persuasive in convincing the Factfinder that contracting out language somewhat stronger than that currently found in Article 10 should be recommended at FCCS. The reason for this is the recency of the 1995 action which had the effect of laying off 19 people. Although the management representative expressed a strong preference for not laying off any FCCS employees in 1996, there were no guarantees voiced at negotiations that this would happen. In thinking over the management position that subcontracting is a management right, the Factfinder finds that any subject currently covered in the collective agreement is a mandatory subject of bargaining and thus an appropriate subject for Factfinding.

4. Recommendation

In looking over all the evidence and testimony presented to me, I conclude that a version of the subcontracting language currently found in the PGO contract with the Franklin County Department of Human Services should be recommended. The Franklin County DHS language provides for a sixty (60) day notice of subcontracting and provides for a discussion of alternatives with the union prior to subcontracting. Current contract language between the PGO and FCCS provides for "meet and confer" and specifies no time line to resolve the dispute.

Recommended Contract Language: Article 10. CONTRACTING OUT

It is not the intent of the Franklin County Children Services to contract out work solely for the purpose of intentionally undermining the integrity of the bargaining unit.

The FCCS reserves the absolute right to subcontract work out for the benefit of the County and/or the FCCS. If the employer considers contracting out a function or service other than in a temporary emergency situation, which would displace bargaining unit employees, the Employer shall provide reasonable advance notice in writing to the Union, but not less than sixty (60) days. The Employer shall meet with the Union prior to deciding to contract out and discuss the reasons for the proposal and provide the Union an opportunity to present alternatives.

B. BENEFITS

1. Union Position

Currently, 14.2 percent of all employee wages are paid into a fund (the Cap Fund) which are used to pay for employee benefits. The union position on benefits is that the Cap Fund be increased to 15 % of employee wages to fund benefits. The union representative pointed out to the Factfinder that benefit costs were increasing and that to maintain the solvency of the Cap Fund, the contribution level from the employer would need to increase.

2. Employer Position

The FCCS representative pointed out to the Factfinder that the Cap Fund was currently running a surplus and that there was no need to increase the fund at the present time. The employer representative noted that any increase in benefit contributions by the employer would necessitate a smaller wage raise due to the fixed

fund available to pay wages and benefits. Mr. Weisman concluded his presentation on this issue by pointing out to the Factfinder that currently the employees at FCCS pay no share of the health insurance premium.

3. Discussion

The issue of benefits and benefit costs is a subject of dispute in almost all factfinding hearings. The trade off between benefit expenditures and wage expenditures is recognized by both union and management representatives as an accepted fact. The funding of benefits out of a dollar pool or fund is somewhat unique at FCCS. Certainly, the union concern that increasing benefit costs will drain the pool is a valid one. Yet, at the same time, management makes a good point in showing that the Cap Fund currently is in a surplus situation. I think a compromise between the two positions is the best solution to this problem. Clearly, no increase in the fund is necessary for 1996. However, an increase may be necessary in subsequent years to balance the fund. If the fund continues to run a surplus in 1997 and 1998, these surplus monies should be reverted back to the employees as wage increases.

4. Recommendation

Article 25 Benefits

The PGO and the FCCS agree to maintain benefits at their current levels. Notwithstanding such agreement, the PGO and FCCS agree to cap the costs of benefits at 14.2% in 1996, at 14.5% in 1997 and 14.8% in 1998. Any funds not needed

to maintain the Cap Fund (surplus funds) will be used to fund wage increases of up to .3% in 1997 and .3% in 1998 in addition to the general increase provided for in Article 32.

C. WAGES AND SALARIES

1. Union Position

The Union position on this issue is to maintain the present pay system and to provide a 5% across the board wage increase for all employees effective February 1, 1996. In support of his position, Mr. DeGrove directed the Factfinder's attention to union exhibit E and pointed out that compared to PGO Children Services contracts in Lucas County, Montgomery County, and Guernsey County, Franklin CCS pays roughly comparable starting wages. Further, Mr. DeGrove pointed out that all of these agreements contain annual step increases.

Next, Mr. DeGrove directed the Factfinder's attention to union exhibit F. This exhibit shows that the top wages of FCCS employees are considerably less than the top wage rates for the Franklin County Sheriff's Department and the County Board of MRDD. Further, Mr. DeGrove pointed out that both the Sheriff's Department and the County Board of MRDD contracts provide annual step increases.

Next, Mr. DeGrove asked the Factfinder to look over union exhibit G. Mr. DeGrove asked the Factfinder to note that starting and top salaries for teachers in every school district in Franklin County were above the starting and top salaries at FCCS. In addition, Mr. DeGrove asked the Factfinder to note that every school district

in Franklin County had annual contractual step increases for teachers.

Finally, Mr. DeGrove directed the Factfinder's attention to union exhibit H. In this exhibit, Mr. DeGrove pointed out to the Factfinder that starting salaries for non-teaching school personnel in every school district in Franklin County were higher than for the employees at FCCS. Further, Mr. DeGrove pointed out, that every collective bargaining agreement that covers non-teaching school personnel in every school district in Franklin County provides for annual step increases.

2. Employer Position

Mr. Weisman began his presentation on this issue by questioning the comparability of school district employees and teachers with employees of FCCS. Mr. Weisman stated his view that school districts and Children Service Agencies were not comparable employers. Mr. Weisman stated his opinion that at the present time, FCCS employees were the best paid Children Service employees in the State of Ohio. Mr. Weisman directed the Factfinder's attention to management exhibit J which shows that in Cuyahoga County, Human Service workers wages increased 3% in 1994 and 2% in 1995. In Hamilton County in 1996, Human Service employees wages will raise only by the cost of living. In Athens County wages will raise for Human Service workers by 3% in 1996. In Montgomery County, Children Service employees wages will rise by 1.7% in 1996 and 1.7 % in 1997. Mr. Weisman pointed out to the Factfinder that the latest national statistics from the Department of Labor show that wages rose on average 2.7% in 1995 and inflation was at a 2.5% annual increase for 1995.

Mr. Weisman noted to the Factfinder that the current FCCS wage schedule provides for a 5% annual increase (above the negotiated increase) for each year for the first 8 years of an employee's employment at FCCS. After the 8th year, there are longevity increases of 2.6% at the 10th, 12th, 14th, 16th, 18th, 20th and 22nd year of employment. Mr. Weisman estimated that the steps alone provide for a 3.5% average annual employee wage raise above the negotiated increase.

The FCCS position on wages is for a 1.25% across the board increase. The FCCS proposal calls for the elimination of the annual longevity system, as such, but would substitute an 8 step maximum to minimum pay range for each job classification. For those above step 8 (top step) in their pay range there would be a biannual increase of 1% plus the negotiated increase. The average increase in employee salaries would be about 2.25% under the FCCS proposal, according to Mr. Weisman's estimates. In addition, Mr. Weisman pointed out to the Factfinder that eliminating the annual step system in favor of an 8 step rate range system based on job classification and performance would make the compensation system much easier to administer.

3. Discussion

There was much discussion and debate at the hearing about how much the annual longevity steps contributed to increased payroll costs over and above the negotiated increase. Mr. Weisman estimated the effect at 3.5% per year. Mr. DeGrove estimated the effect at .875% per year. Mr. McKibben (FCCS Chief Financial

Officer) estimated the effects of the annual longevity steps at about 1.7% per year each year over the last three years. Whatever the exact effect, steps have an economic impact on the wage system at FCCS. Of course, the steps also have an impact on the well-being of FCCS employees and their families. As far as I can tell, annual step increases seem to be commonplace in school districts and other county agencies in Franklin County. Annual step increases have been found in past collective bargaining agreements at FCCS. Under the criteria for making recommendations for such issues found in 4117.14(G)(7)(a-f) I find that comparability and past collective bargaining agreements argue for keeping the annual step system in its present form. Perhaps the step system can be modified or eliminated through negotiation in subsequent years, but for the present agreement, I would recommend no change in the annual step increase. After successfully administering the present system for so many years it is difficult to justify scrapping the system now in the name of administrative efficiency.

The amount of the annual contractual increase presents something of a challenge to both labor and management negotiators in a situation such as the one at FCCS. Management exhibits E & F show rather clearly that FCCS is at the top, or close to the top, for salaries of almost all Children Service job classifications when compared to similar agencies in Lucas, Montgomery, Summit, Cuyahoga and Hamilton Counties. This does not mean that a pay raise can not be justified, merely that the raise will need to be modest. There is no "catch-up" that can be justified for FCCS employees compared to other Children Service employees in comparable

counties around the state.

The offer of the FCCS at the factfinding hearing was for a 1.25% general increase and the elimination of the annual longevity increases. The proposal of the PGO was to maintain the status quo on the longevity increases and to provide for a 5% annual increase. Based on the information and testimony I reviewed, I feel that a wage raise of 2.25% in the first year of the contract and 2.7% in the second and third years of the contract can be justified. The increase in the second and third years is coupled with the .3% increase in the "Cap Fund" for the benefits. If the "Cap Fund" is in surplus in the second and third years, the .3 % benefit contribution would be added to the general wage increase.

4. Recommended Contract Language

Article 32 Wages and Salaries

Section 32.2

- ▶ Effective with the pay period which includes February 1, 1996 the pay scale for Bargaining Unit employees shall be increased by 2.25 percent.

- ▶ Effective with the pay period which includes February 1, 1997 the pay scale for Bargaining Unit employees shall be increased by 2.7 percent.

- ▶ Effective with the pay period which includes February 1, 1998 the pay scale for Bargaining Unit employees shall be increased by 2.7 percent.

Effective February 1, 1997, if the benefit "Cap Fund" is in sufficient surplus such that no additional contributions are necessary to balance the fund, the .3 percent allocated to the benefit fund will be distributed to the employees as wage increases.

Effective February 1, 1998, if the benefit "Cap Fund" is in sufficient surplus such that no additional contributions are necessary to balance the fund, the .3 percent allocated to the benefit fund will be distributed to the employees as wage increases.

D. DURATION OF THE AGREEMENT

1. Union Position

The union position on this issue is that the contract should be a one year agreement. Mr. DeGrove stated his view that a one year contract would be best in the present circumstance because of the uncertainty involving the federal funding for FCCS. In addition, Mr. DeGrove pointed out to the Factfinder that placement costs have been rising rapidly recently and that until more stability returns to the environment in which FCCS operates that a one year contract would be best.

2. Management Position

Mr. Weisman stated his view that the very uncertainty that Mr. DeGrove emphasized in his statement would be the prime reason for a three year contract at

FCCS. Mr. Weisman pointed out to the Factfinder that a levy would likely be on the ballot for FCCS in the fall. Mr. Weisman stated that, in his opinion, the levy would be much more likely to pass if FCCS was in the first year of a three year agreement than if it was in the first year of a one year agreement. Mr. Weisman noted to the Factfinder that the previous agreement was a three year agreement and that the tradition at FCCS was to negotiate three year agreements.

3. Discussion

A three year agreement is the established norm at FCCS and is the most common contract duration for all public employees in the State of Ohio. Mr. Weisman's observations about the political advantage to be gained by the FCCS in its upcoming levy campaign due to the presence of a three year contract at the agency were found to be very persuasive.

4. Recommended Contract Language

Article 35 Duration

Section 35.1

This agreement shall become effective February 1, 1996 and shall remain in effect until midnight January 31, 1999.

V. CERTIFICATION

This Factfinding Report and Recommendations is based upon the criteria for Factfinding found in O.R.C. 4117.14(G)(7)(a-f) and upon evidence and testimony presented to me at a factfinding hearing on March 5, 1996.

Marcus Hart Sandver, Ph.D.
Factfinder

Upper Arlington, Ohio

April 1, 1996