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STATE OF OHIO

STATE EMPLOYMENT RELATIONS BOARD

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FACTFINDING HEARING

BEFORE

NORMAN R. HARLAN, FACTFINDER

DISTRICT 1199, SERVICE WORKERS) CASE NO. 95-MED-11-1040
INTERNATIONAL UNION)
AND) HEARING: March 11, 1996
) REPORT: March 19, 1996
BELMONT COUNTY COMMISSIONERS)
(OHIO)) Mailed via Certified Mail
(SARGUS JUVENILE DETENTION CENTER))

APPEARANCES

UNION

Jennifer Schmitt, Organizer, District 1199, SEIU
Suzan McCracken, Negotiating Committee Member
Tamara Tyler, Negotiating Committee Member
Robert Duke, Negotiating Committee Member
William Nixon, Negotiating Committee member
Joseph Dobrzynski, Negotiating Committee Member

EMPLOYER

Carl Mamone, Presenter
Beth Oprisch, Executive Director, Sargus Center
Darlene Pempek, Belmont County Commissioner's Office

BACKGROUND

Sargus Juvenile Detention Center is located in Belmont County, Ohio, about five miles west of St. Clairsville. It is operated under the auspices of the Belmont County Commission, which has three elected Commissioners. The facility was designed to house fifteen (15) residents. Currently it houses twenty four (24) juvenile offenders. The residents include juveniles charged with violent crimes, such as murder.

The Bargaining Unit is comprised of eight Security Personnel, referred to as LINE/STAFF: One Cook, one Secretary, one Janitor and one LINE/STAFF Teacher Assistant. A Part time Cook and Intermittent Workers are also included.

OPEN ARTICLES

At the onset of the Hearing the Parties agreed there was disagreement on the following Articles:

WAGES
VACANCIES (SECTION 5)
HEALTH & SAFETY (SECTION 7)
SNOW DAYS
SAVINGS CLAUSE
DURATION
SUCCESSORSHIP
NEW CLASSIFICATIONS

Both Parties were flexible and made good faith efforts to reach agreement on all issues. After nine (9) hours of mediation

only three (3) issues remained unresolved; WAGES, DURATION AND part of HOURS OF WORK. We should have mentioned earlier this is the first collective bargaining agreement (CBA) between the Parties and they deserve to be complimented for their efforts. Both Management and the Union recognized the need to increases wages, particularly for LINE/STAFF Security Personnel and for the Secretary. As such, each proposed a significant increase in the first year of the Contract. There were some differences for the 2nd year. The Management proposal is attached at the end of the REPORT as APPENDIX A. The Service Workers' proposal is attached as APPENDIX B.

The Employer seeks a three-year Agreement and desire that the Agreement become effective on the date it is signed. The Union seeks a two-year Agreement, retroactive to January 1, 1996.

RECOMMENDATIONS

DURATION

The Factfinder recommends the Parties engage in a two-year CBA, effective the date signed, expiring twenty four months hence.

REASONS

1. This will afford the Parties sufficient time to become accustomed to the terms and conditions of the Contract.

2. The Center is under new management. This will grant it sufficient to analyze its costs over a reasonable period of time and prepare itself for the 1998 negotiations.

WAGES

Management proposed first year increases which varied from 3.5 per cent (16 year Janitor) to 28 per cent for the Secretary. Its proposal for LINE/STAFF (SECURITY) averaged 13.25 per cent. In addition, it proposed a 2.2 per cent increase for the second year and a 2.1 per cent increase the third year. The Union proposed incremental and per centage increases (See APPENDIX B).

RECOMMENDATION

The Factfinder recommends the Wage increases proposed by Management for the first year. He also recommends a three per cent increase the second year of the Contract.

REASONS

1. The Employer proposal addresses the need to substantially increase wages the first year.
2. A 3 per cent increase will likely be close to the rate of inflation. Since the Contract will be effective when signed, rather than being retroactive to January 1, 1996, a 3 per cent increase should not be out of line with its ability to pay.

HOURS OF WORK

For an unspecified number of years the Employer has provided meals to employees on duty at no cost to them. The Union seeks to have this continued. Management contends it must get costs under control. It notes there are still bills coming from the prior administration and it is not sure of their total. It adds its funds have been reduced over 15 per cent by the Commissioners.

The Service Workers stress this is a practice and custom of long-standing and it should be continued. Management emphasized it had to get costs under control. It noted giving a free lunch amounted to thousands of free lunches a year and it saw no way it could afford this. It did offer to provide a lunch at its cost.

The Factfinder discussed practice and custom with the Parties. He advised them that it is his opinion that practices and customs do not automatically carry forward from a non-union situation to a CBA. He also noted that most practices are unilaterally established by Management and absent language which makes them binding, they may be discontinued by an Employer. Further, if the conditions which give rise to a practice change, a practice may be changed. Finally, even if the Parties have engaged in more than one CBA, a practice which does not rise to the level of a condition of employment may be changed. The Factfinder gave some examples. He took the time to discuss the subject because it became apparent the Center had engaged in some practices which clearly impaired its ability to operate efficiently.

MEALS

RECOMMENDATION:

1. The Employer will provide meals at its cost to Employees who are scheduled for and who work a full shift.
2. Employees who work twelve (12) hours or more during a twenty four (24) hour period of time will be provided an overtime lunch by the Employer.
3. The meal will be the same meal served to the residents unless logistical requirements dictate otherwise.

REASONS:

1. The providing of a meal in the past is a gratuity which was granted arbitrarily by Management.
2. The size of the budget and budget cuts require the Center to operate more efficiently.
3. The providing of the overtime lunch is recommended as a matter of equity for the inconvenience sometimes caused by overtime work, particularly if it arises on short notice.

There was considerable discussion related to what the Parties term as "COMP" time. In the past Employees have been permitted to accumulate overtime hours and to bank eighty (80) hours which could be utilized as time off in lieu of overtime pay. Management desired initially to eliminate this. The Union reduced its original demand to retain the 80 hours to sixty hours. Management indicated it would consider an amount less than 60 hours.

The Undersigned commented the "COMP" time creates an additional burden on both Management and some bargaining unit members. We will explain. The Unit is small. Because of an extremely high rate of absenteeism by a few employees the steady workers

may be required to work considerable overtime hours, particularly if Intermittent Workers are not available. As such, they view the COMP" time as a form of reward for their efforts, which is understandable. For those who do not work steady, this takes the form of a bonus to be used to get more time off. We should further explain the accumulation of Sick Leave Hours. The Parties agreed:

"For each completed hour in active pay status, an employee earns .0575 hours of sick leave. Active pay status is defined as hours worked and hours on sick leave, vacation leave and holiday leave."

Based upon 2,080 hours (52 weeks X 40 hours) an employee can earn 119.60 hours of Sick Leave per year. And, there is no limit. As such, Employees who work regularly and also work overtime can exceed 119.60 hours of earned Sick Leave over the course of a year.

It is the Factfinder's candid opinion the steady workers should have the opportunity for "COMP" time. Employees who do not work steady should not be permitted to work a little here and there and gain COMP" time. We are compelled to ask, why does a person who is absent frequently need more time off?

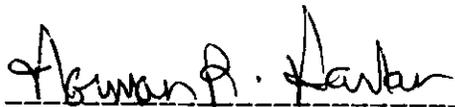
"COMP" TIME

1. An eligible Employee is defined as an Employee in the bargaining unit (Full-Time Employee) who has no less than one hundred nineteen and six tenths hours (119.60) of accumulated sick leave.

2. Employees with a Sick Leave Balance of 119.60 hours but less than two hundred (200) hours will be eligible for "COMP" time every twelve (12) months, not to exceed twenty (20) hours.
3. Employees with a Sick Leave Balance of 200.00 hours but less than three hundred (300) hours will be eligible for COMP time every 12 months, not to exceed thirty (30) hours.
4. Employees with a Sick Leave Balance of 300.00 hours but less than five hundred (500) hours will be eligible for "COMP" time every 12 months, not to exceed forty (40) hours.
5. Employees with a Sick Leave Balance of 500 hours but less than seven hundred and fifty (750) hours will be eligible for COMP" time every 12 months, not to exceed fifty (50) hours.
6. Employees with a Sick Leave Balance of seven hundred and fifty one (751) hours but less than one thousand (1,000) hours will be eligible for "COMP" time every 12 months, not to exceed sixty (60) hours.
7. The Employer retains discretionary authority to grant additional "COMP" time to employees with a Sick Leave balance in excess of one thousand, one hundred and one (1,001) hours.

REASONS:

1. The schedule provides the opportunity for all Employees in the bargaining unit to gain considerable "COMP" time in conjunction with their judicious use of Sick Leave, regular attendance and longevity.
2. It encourages Employees to work regularly, which is what they agreed to do when hired.



Norman R. Harlan, Factfinder

Steubenville, Ohio
(Jefferson County)

March 19, 1996

*McKenney projects
2/3/96
1:32*

**SARGUS JUVENILE DETENTION CENTER
COST ANALYSIS
BY CLASSIFICATION**

1st - 2nd - 3rd year of contract

starting wage 6.75/CLASSIFICATION 1

15 INCREMENTS

EMPLOYEE CLASSIFICATION I	POSITION	HOURS	PRESENT WAGE	ANNUAL SALARY	WAGE INCREASE	PROJECTED SALARY	2nd year	3rd year
HIRE RATE / 1 YEAR	LINE STAFF	2080	6.00	12,480.00	6.75 / 2.5	14,040.00	14,352.00	14,664.00
2 YEAR	LINE STAFF	2080	6.00	12,480.00	6.90 / 5.0	14,352.00	14,664.00	14,976.00
1 YEAR	LINE STAFF	2080	6.00	12,480.00	6.75 / 2.5	14,040.00	14,352.00	14,664.00
3 YEAR	LINE STAFF	2080	6.00	12,480.00	7.05 / 1.5	14,664.00	14,976.00	15,288.00
9 10 YEAR	LINE STAFF	2080	7.29	15,163.20	8.10 / 1.1	16,848.00	17,160.00	17,472.00
1 YEAR	LINE STAFF	2080	6.00	12,480.00	6.75 / 2.5	14,040.00	14,352.00	14,664.00
16 YEAR	LINE STAFF	2080	8.00	16,640.00	9.00 / 1.5	18,720.00	19,032.00	19,344.00
HIRE RATE / 1 YEAR	LINE STAFF	2080	6.00	12,480.00	6.75 / 2.5	14,040.00	14,352.00	14,664.00

EMPLOYEE CLASSIFICATION II	POSITION	HOURS	PRESENT WAGE	ANNUAL SALARY	WAGE INCREASE	PROJECTED SALARY	2nd year	3rd year
8 YEAR	SECRETARY	2080	5.51	11,453.31	7.05 / 2.0	14,664.00	14,976.00	15,288.00
10 YEAR	COOK	2080	7.63	15,870.40	8.00 / 1.0	16,640.00	16,952.00	17,264.00
16 YEAR	JANITOR	2080	7.97	16,575.52	8.25 / 2.5	17,160.00	17,472.00	17,784.00
CLASSIFICATION III	P T COOK	1400	4.35	6,090.00	5.25 / 1.0	7,350.00	7,350.00	7,350.00
PART TIME INTERMITTENT WORKERS	WORKERS	6020	4.35	26,187.00	5.00 / 1.0	30,100.00	30,100.00	30,100.00
CLASSIFICATION IV	LINE STAFF / TEACHER ASSIST.	2080	7.69	16,000.19	8.70 / 1.1	18,096.00	18,408.00	18,720.00

BARRELS JUVENILE CENTER
EMPLOYEE CLASSIFICATION - WAGE SCALE
CLASSIFICATION I - STARTING 6.75

YEARS OF SERVICE	CLASSIFICATION I	CLASSIFICATION II	CLASSIFICATION III	CLASSIFICATION IV
1	6.75	6.00	5.00 intermittent	8.25
2	6.90	6.15	5.25 part time	8.40
3	7.05	6.30		8.55
4	7.20	6.45		8.70 ASST. TEACHER
5	7.35	6.60		8.85 B.A. DEGREE
6	7.50	6.75		9.00
7	7.65	6.90		9.15
8	7.80	7.05 SECRETARY		9.30
9	7.95	7.20		9.45
10 SUSAN	8.10	7.35		9.60
11	8.25	7.50		9.75
12	8.40	7.65		9.80
13	8.55	7.80		10.05
14	8.70	7.95		10.20
15	8.85	8.10 COOK		10.35
16 TAMARA	9.00	8.25 JANITOR		10.50
17	9.15	8.40		
18	9.30	8.55		

CLASSIFICATION I LINE STAFF

CLASSIFICATION II JANITORS, COOKS, AND SECRETARY

CLASSIFICATION III PART TIME WORKERS AND INTERMITTENT WORKERS

CLASSIFICATION IV LINE STAFF / TEACHER ASSISTANT (B.A. DEGREE)

APPENDIX B

PROPOSED BY THE UNION, RETROACTIVE TO JANUARY 1, 1996

0 -1	6.25	2 nd year steps + 2%
1	6.75	3 rd year steps + 2%
2	7.25	off scale - 4%
3	7.75	
4	7.90	
5	8.05	Class. III
6	8.20	OK
7	8.35	
8	8.50	Class IV
9	8.65	9.50 1yr w/BA.
10	8.80	starting 9.00 w/BA.
11	8.95	4% 2 nd
12	9.10	4% 3 rd
13	9.25	
14	9.40	
15	9.55	

Class II

Janitor → 15 yr step
 4% 2nd yr
 4% 3rd yr

Cook - where placed
 2nd + 3rd yr move steps

3/3/96

Union Proposal