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STATE EMPLOYMENT  
RELATIONS BOARD

FACTFINDING REPORT

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STATE OF OHIO

STATE EMPLOYMENT RELATIONS BOARD

May 19, 1997

In the Matter of :

Wayne County Children Services Board )

and )

Teamsters Local Union No. 436 )

Case No. 96-MED-10-0989

APPEARANCES

For the Employer:

Richard P. Gortz, Representative  
Gabrielle Manus, Representative  
Robin Troyer, Assistant Director  
Barbara Smetzer, Business Manager  
Patrick C. Herron, Director of Administration, Wayne County Commissioners

For the Union:

Martha M. Kinder, Attorney  
Chris Pavone, Representative  
Joanne Grogro, Foster Care Worker  
Nancy Smail, Foster Care Worker  
Jodi Williams, Foster Care Worker  
Jill Spidell, Foster Care Worker

Factfinder:

Nels E. Nelson

## BACKGROUND

The instant dispute involves the Wayne County Children Services Board and Teamsters Local No. 436. The parties began negotiations in early 1997 for an agreement to be effective March 1, 1997. Despite their efforts, no agreement was reached which led to the appointment of the Factfinder on January 29, 1997. At that time the parties agreed to extend the contract and continue negotiations.

When the parties were unable to resolve the dispute, a factfinding hearing was held on April 16, 1997. At that time the parties presented testimony and evidence for the three unresolved issues. The Factfinder's report was issued on May 19, 1997.

The recommendations of the Factfinder are based upon the criteria set forth in Section 4117-9-05(k) of the Ohio Administrative Rules. They are:

- (a) Past collectively bargained agreements, if any, between the parties;
- (b) Comparison of the unresolved issues relative to the employees in the bargaining unit with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;
- (c) The interest and welfare of the public, and the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;
- (d) The lawful authority of the public employer;
- (e) The stipulations of the parties;
- (f) Such other factors, not confined to those listed in this section, which are normally or traditionally taken into consideration in the determination of issues submitted to mutually agreed upon dispute procedures in the public service or in private employment.

## ISSUES

Three issues were presented to the Factfinder. For each issue he will present the positions of both parties, summarize the arguments and evidence presented, offer a brief discussion, and provide his recommendation.

1) Article 4 - Union Security and Dues Check-Off - The current contract includes a modified maintenance of membership agreement. It makes union membership voluntary but requires union members who revoke their membership to pay a fair share fee. However, employees who wish to revoke their membership or fair share fee obligation can do so during the 30-day period beginning 120 days prior to the termination of the contract and ending 90 days before expiration.

Union Position - The union proposes that all employees who are not members be required to pay a fair share fee. It argues that since nonmembers enjoy the benefits of collective bargaining, they should pay their share of the costs. The union indicates that currently several employees neither pay dues nor a fair share fee.

The union contends that comparisons support its position. It points out that 10 of the 15 children services contracts included in the State Employment Relations Board data base have a fair share fee. The union notes that the two bargaining units in the sheriff's department have fair share fees.

Employer Position - The employer wishes to retain the current contract language. It states that barely 50% of the employees in the unit are union members and insists that it is not its job to maintain union strength. The employer reports that only two of the county's six collective bargaining agreements include a fair share fee and emphasizes that the fair share fees were awarded by Conciliators.

Analysis - The dispute over a fair share fee is not a new issue in Ohio public sector bargaining. As is normally the case, the union argues that fairness dictates that nonmembers share in the cost of negotiating and administering the collective bargaining agreement. The employer offers the usual response that it is the union's responsibility to maintain its membership.

While the Factfinder recognizes that the fair share fee is common in the Ohio public sector and can have a positive impact on the bargaining process, he cannot recommend it in the instant case. First, only 54% of the members of the bargaining unit

are union members. If the fair share fee were adopted, it would force a relatively large number of employees to pay money to the union. Second, although the fair share fee is common in Ohio, it is not the norm in Wayne County contracts where only two of six agreements include it.

The Factfinder does believe that a modification of the current hybrid clause is appropriate. He feels that the window for members and fee payers to revoke their membership or fee payer status ought to be eliminated. The window period occurs just prior to the start of bargaining and could prove to be destabilizing and distracting to the union and the potential disruption could spill over into negotiations. The Factfinder is convinced that the employees who join the union and later revoke their membership should be required to pay a fair share fee without any escape period. As is currently the case, employees who never become members would have no obligation to join the union or pay a fair share fee.

**Recommendation** - The Factfinder recommends the following contract language:

**Section 5.** The Employer shall be relieved from making such "check-off" deductions upon (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) layoff from work, or (d) an agreed leave of absence, or (e) revocation of the check-off authorization in accordance with its terms or with applicable law. Employees making revocation of membership will be obliged to have a fair share fee deducted.

2) **Article 18 - Overtime Compensation** - A practice exists that requires caseworkers who work extra hours on one day to "flex" their hours, i.e., reduce their hours on a subsequent day in the pay period, to avoid exceeding 40 hours of work in a pay period. This practice, however, does not apply to emergency work which is work that is not scheduled at least 24 hours in advance.

**Employer Position** - The employer proposes adding language to the collective bargaining agreement which codifies the existing practice. It points out that during

evening hours caseworkers conduct training sessions for adoptive and foster parents and supervise visitations as required by the court. The employer maintains that these activities require some flexibility in hours.

The employer rejects the contention that requiring caseworkers to flex their hours does not allow them enough time to finish their paperwork. It indicates that training sessions and supervised visitations are scheduled far in advance which allows caseworkers to plan for these activities. The employer notes that caseworkers can speak to their supervisors about any problems with their workloads.

The employer claims that problems will be created if employees do not continue to flex their hours. It reports that payroll records indicate that caseworkers who work overtime do not take pay but compensatory time. The employer states that since compensatory time is taken at one and one-half times the hours worked, eliminating flexing will create a need for more employees.

Union Position - The union wishes to place some limit on the manner in which the employer forces caseworkers to flex their hours. It indicates that when a caseworker is required to flex hours of work, he or she may not be able to accommodate the request. The union, however, stresses that sometimes the number of hours a caseworker is ordered to flex in a single week is excessive. It complains that the result is that paperwork and other office duties are not completed.

Analysis - The Factfinder recognizes the difficulty that the work schedule creates for both caseworkers and the employer. He believes that some flexibility in hours is necessary and is the practice in similar agencies in Ohio. The Factfinder also feels that employees are entitled to be protected from having to make unreasonable adjustments in their work hours.

The Factfinder is convinced that the needs of both sides can be met by establishing a limit on the number of hours that a caseworker can be required to flex. He recommends that a limit of eight hours be established. This number of hours should allow the employer

the flexibility necessary to accomplish its mission. At the same time, it will protect caseworkers from excessive disruptions in their hours.

**Recommendation** - The Factfinder recommends the following contract language:

**Section 4.** Caseworkers who are required to work outside the regular hours of work (7:30 a.m. to 5:30 p.m.) must "flex" their hours; that is, they must take time off during the regular hours so that the total hours worked do not exceed 40 in the workweek. Work performed outside the regular hours of work which are not required to be "flexed" are work which may not have been planned within the previous 24 hours (emergency), and other work, not including emergency time, to the extent that it exceeds eight (8) hours in the workweek.

Hours not required to be flexed in accordance with this section shall be subject to overtime under Section 1, above.

3) **Article 23 - Wages and Benefits** - The board has clerical employees, case aides, and caseworkers. The contract indicates that Account Clerk II's are paid \$7.40 per hour and Typist II's are paid \$6.70 per hour except for employees hired prior to March 1, 1994 who were allowed to retain the previous rates of \$7.60 per hour and \$7.05 per hour. Both of these classifications receive longevity of \$.20 per hour per year of service for the first eight years and then \$.10 per hour per year of service for each additional year of service. Case Aides are paid \$5.50 per hour and no longevity.

Caseworkers are compensated according to a seven-step schedule. The starting rate is \$22,496 and each step is 3 1/2% higher than the previous step. Employees advance through the first two steps at six month intervals and then advance every two years. The top step is reached after the completion of nine years of service. In addition, Licensed Social Workers receive an additional \$200 per year and those with a Masters of Social Work degree have 5% added to the above base.

**Union Position** - The union demands substantial wage increases to be effective on March 1, 1997; March 1, 1998; and March 1, 1999. It proposes that the rate for

Account Clerk II's and Typist II's be increased by 5% each year and the rate for Case Aides be increased by \$.30 each year. The union seeks to increase each step of the salary schedule for caseworkers from 4% at the first step to 8% at the top step in 1997 and by 3% to 5% in 1998 and 1999.

The union argues that its wage demands are justified. It points out that SERB data indicates that in six children services boards the average starting salary for a clerical specialist was \$16,850 and the average maximum was \$22,474 and average starting and maximum salaries for secretaries in five children services boards was \$18,539 and \$25,549 compared to the board's salary of \$13,936 for Typist II's and \$15,392 for Account Clerk II's. The union asserts that the inadequacy of the wage for Case Aides is revealed by their high turnover rate.

The union charges that the caseworkers are grossly underpaid considering their high level of skill, training, and experience. It further maintains that they are underpaid in comparison to caseworkers in other counties. The union reports that SERB data for eight counties reveals an average entry level salary for Caseworker II (generally those with one year of experience) is \$23,480 and an average maximum salary of \$32,814 compared to \$24,098 and \$27,653 in Wayne County.

Employer Position - The employer offers significantly smaller wage increases. It proposes that all employees receive a flat 3 1/2% pay increase on March 1 of 1997, 1998, and 1999. The employer also wishes to convert the \$200 annual payment for caseworkers with LSW/LISW certification to a \$.10 per hour increase in the base rate, to increase an employee's base rate upon completion of the probationary period, and to pay the volunteer coordinator 80% of the starting wage of a caseworker. It indicates that it intends to maintain the 5% additional payment to caseworkers with MSW degrees.

The employer contends that it has offered the maximum that it can. It states that the county commissioners, who must approve the Factfinder's report, have indicated that they oppose any aggregate increase in excess of 3.5%. The employer observes that if it

allowed employees to receive step increases, less than 2.3% would be available to the base which would mean employees at the top step would receive only that amount. It asserts that this would be unacceptable to the union.

The employer maintains that its offer is consistent with wage settlements in Ohio. It points out that the SERB Quarterly for the first quarter of 1997 shows that wage settlements in 1996 were 3.29% statewide, 3.32% in the Akron/Canton region, and 3.44% in counties. The employer notes that three-year settlements in 1996 averaged 3.53%, 3.25%, and 3.25%.

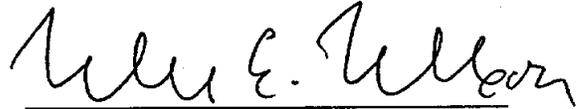
Analysis - The Factfinder believes that the 3.5% wage increases proposed by the employer is not inappropriate. While it is slightly more than the average increases in Ohio in 1996, bargaining unit employees are paid significantly less than employees of other children services boards. In addition, the very high turnover rates -- 61% of the employees have less than three years of seniority -- reflect the fact that the employer's wages are not competitive.

The Factfinder, however, cannot recommend that caseworkers be frozen on their current salary step. The SERB benchmark data reveal that caseworkers in other counties generally have step salary schedules. To deny step increases to caseworkers in Wayne County while other caseworkers receive step increases would result in them falling even further behind and aggravating the turnover problem.

Recommendation - The Factfinder recommends the following changes in Appendix A of the contract:

- 1) The wage rates for Account Clerk II, Typist II, and Case Aides shall be increased by 3.5% effective March 1, 1997; March 1, 1998; and March 1, 1999.
- 2) Each salary shown in the wage schedule for caseworker shall be increased by 3.5% effective March 1, 1997; March 1, 1998; and March 1, 1999.
- 3) The employer shall reimburse the cost of licensure and renewal for Caseworkers who have their LSW/LISW certification. Such employees shall receive an additional \$.10 per hour.

4) Caseworkers with a MSW degree shall have their base pay increased by 5%.



Nels E. Nelson  
Factfinder

May 19, 1997  
Russell Township  
Geauga County, Ohio