

IN THE MATTER OF
FACT FINDING
BETWEEN THE
COMMUNICATION WORKERS
OF AMERICA, LOCAL 4546

AND

SUMMIT COUNTY
CHILDREN'S BOARD

Case #96 MED 12-1163

Before: Robert G. Stein

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INTRODUCTION

On December 9, 1977, the Summit County Children Services Board granted recognition to the Ohio Civil Service Employees Association as the certified representative of employees in the Bargaining Unit. The Communications Workers of America was granted successorship as the sole and exclusive bargaining representative through an arbitration decision on May 11, 1983. The Communications Workers of America was certified by the State Employment Relations Board on April 1, 1984, pursuant to the Collective Bargaining Law. This is the parties' seventh collective bargaining agreement.

The bargaining unit is a "deemed certified" unit under O.R.C. Chapter 4117, and the Communication Workers of America (hereinafter "CWA" or "the Union") has been accorded representational status over the course of the last eighteen years. Recognition was accorded to probationary and non-probationary full-time, part-time, intermittent, absentee replacement, temporary, and grant-funded employees, excluding "confidential employees", "supervisors", and "management level employees" as defined in prior collective bargaining agreements, in the following classifications:

- Account Clerk I
- Account Clerk II
- Accounts Automation Specialist
- Accounts Payable Clerk
- Accounting Specialist I
- Adoption Subsidy Specialist
- Auto Mechanic/Maintenance Worker II
- Billing Analyst
- Carpenter I
- Carpenter II
- Child Care Worker II
- Child Support Specialist
- Child Welfare Caseworker I
- Child Welfare Caseworker I-A
- Child Welfare Caseworker I-B
- Child Welfare Caseworker II
- Child Welfare Caseworker II Specialist
- Clerical Specialist
- Clerk I
- Clerk II
- Community Relations Specialist
- Computer Operator
- Computer Programmer
- Cook I
- Cook II

Coordinator of Eligibility Determination
Custodial Worker
Data Entry Coordinator
Data Entry Operator I
Data Processing Assistant
Day Care Worker
Dental Assistant
Dental Secretary
Food Service Worker I
Groundskeeper I
Homefinding Recruiter
Information Referral Specialist
Librarian I
Maintenance Repair Worker II
Medical Payments Clerk
Nurse I
Painter I
Painter II
Paralegal
PC Support Specialist
Processor of Eligibility Determination
Quality Assurance Review Scheduler
Quality Review Specialist
Records Investigator
Records Specialist
Recreation Aide
Recreation Coordinator
Research Analyst
Senior Day Care Worker
Social Service Aide II
Stenographer I
Stenographer II
Tutor
Typist II
Visitation Scheduler/Receptionist
Word Processing specialist

There are approximately 316 employees in the bargaining unit, of which 275 are full-time and 41 are part-time or intermittent employees.

Summit County Children Services Board (hereinafter "CSB" or "Employer"), located at 264 South Arlington Street, Akron, Ohio, 44306, provides services to abused, neglected and dependent children with the County.

The employees of the unit include child welfare caseworkers who investigate referrals of abuse/neglect, offer necessary protective services to children in their own homes, and place, monitor, and provide services to children who have been removed from their families. Case aides assist caseworkers in providing direct services to children and families. Clerical workers within the unit process the necessary paperwork, perform record keeping responsibilities, and type correspondence and dictation. Child care workers supervise and interact with children within the residential units. Service workers maintain the agency's 14-acre complex of offices, residential units, and campus. Nurses provide nursing care to children in the residential units and children in foster care at our on-site clinic.

BACKGROUND

The parties entered into a facilitated bargaining process in an attempt to minimize the damage a conventional adversarial round of bargaining can inflict on the parties' relationship. The process had the effect of reducing the intensity of the face-to-face bargaining and it kept the negotiations from getting bogged down. Even though the parties covered a tremendous number of issues, they were unable to reach resolution on all of them. Some twenty-six (26) separate issues remained to be resolved through the fact-finding process. Although this may be more than the parties are used to, it falls far short of the 160 items at impasse experienced by one neutral under the state's fact-finding process.

The parties convened for a fact-finding hearing on May 5, 1997. The hearing incorporated the presentation of positions and comparable data. Even during fact-finding, the parties kept on trying to reach agreement on unresolved issues. The parties are to be recognized for their tireless and continuous efforts to resolve their differences. This fact-finder was duly impressed by the effort put forth by both bargaining teams. Countless hours were spent in this process, and the parties made reasonable progress toward resolving the myriad of issues presented. Both parties were well prepared and were represented by very competent bargaining teams.

Historically, however, the relationship between the Union and the Employer has been marked by considerable tension. The Children Services Board provides an extremely important service to the community and the individuals who manage and perform this vital work rarely get the recognition they truly deserve. The contentiousness between the parties is most certainly due in part to the strain of working under the daily pressures and emotional battering that is inherent in providing services to children and families with complex psychosocial problems. Yet, the residuals from the strike of six years ago still remain with the parties. The issue of mutual respect is at the heart of the matter. With the opening of its new facility on the horizon, the agency appears to be poised to begin a new era. This report is written with the hope of bringing about opportunities for labor and management to bury the negative aspects of the past and improve relations in the future.

CRITERIA

The following recommendations are made in consideration of all reliable information relevant to the issues before the fact finder and in accordance with the following criteria listed ORC 4117:

1. Past Collectively bargained agreements, if any between the parties;
2. Comparison of 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;
3. 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;
4. The lawful authority of the public employer;
5. Any stipulations of the parties; and
6. Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of issues submitted to mutually agreed upon dispute settlement procedures in the public service or in private employment.

ISSUES

1. *ARTICLES 102.01 102.02, 102.03, 103.01(C), 103.01(I)
COMPOSITION OF THE BARGAINING UNIT*

UNION'S POSITION

Because the fact-finder is unable to rule on this issue, a Petition for Clarification of Bargaining Unit has been submitted to the State Employment Relations Board. The Union's position on Article 102.03 is current contract language.

EMPLOYER'S POSITION

Current contract language, including those positions upon which the parties mutually agreed to be included in the unit, mid contract.

DISCUSSION

The parties are well aware of the procedures in place to modify the bargaining unit. Ohio Revised Code Section 4117.01(B) sets forth the procedures to be followed in cases like these. The parties discussed the issue during the bargaining process and the Employer made an attempt to resolve the issue through a proposed addition of one classification in exchange for the deletion of another. The Union rejected this proposal.

The Mediator/Fact-finder made it clear to the parties during negotiations that only they or the State Employment Relations Board (SERB) could change the composition of the Bargaining Unit.

RECOMMENDATION

The Fact-finder does not have authority to recommend any changes in the composition of the bargaining unit, unless it is in the form of a tentative agreement reached by mutual agreement of the parties.

2. *NEW ARTICLE FAIR SHARE FEE*

01. It is agreed between the parties that beginning on the effective date of the collective bargaining agreement, or sixty (60) days following the beginning of employment, whichever is later, employees in the Bargaining Unit who are not members of the Union shall be required, as a condition of continued employment, to pay a fair Share fee to the Union. The Fair Share Fee shall be deducted during the same pay period as Union dues, and remitted to the Union in the same manner as Union dues. The deduction of the Fair Share Fee and its payment to the Union is automatic and does not require the written authorization of the employee. The Union shall inform the employer of the amounts to be deducted under this Section. This arrangement does not require any employee to become a member of the Union, nor shall fair share fees exceed the amount of Union membership dues currently paid by members of the Union who are in the same bargaining unit.

02. The Fair Share Fee shall be established to cover the employee's pro-rata share of the direct costs incurred by the Union in negotiating and administering the Agreement, and of settling grievances and disputes arising under the Agreement, and the Union's expenses incurred for activities normally and reasonably employed to effectuate its duties as the exclusive representative of the employees in the Bargaining Unit.

03. Any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion or religious body which has historically held conscientious objections to joining or financially supporting an employee organization and which is exempt from

taxation under the provisions of the Internal Revenue Code shall not be required to join or financially support the Union as a condition of employment. Upon submission of proper proof of religious convictions to the State Employment Relations Board, the State Employment Relations Board shall declare the employee exempt from becoming a member of or financially supporting the Union. The employee shall be required, in lieu of the Fair Share Fee, to pay an amount of money equal to such Fair Share Fee to a non-religious charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code mutually agreed upon by the employee and the Union. The employee shall furnish to the Union written receipts evidencing such payment, and failure to make such payment or furnish such receipts shall result in the employee's dismissal.

04. The Union hereby agrees that it will indemnify and hold harmless the Employer from any claims, actions, or proceedings by any employee arising from deductions made pursuant to the Article.

05. The Employer shall not be obligated to make Fair Share Fee deductions from any employee who, during the months involved, failed to receive sufficient wages to make all legally required deductions, in addition to the deduction of the Fair Share Fee.

Union is required by law to represent all employees in the Bargaining Unit regardless of Union membership. The Union, therefore, has the financial burden of representation without any reimbursement from part of the group who benefits from the Union's services. The Union membership is adamant in their belief that anyone who receives the Union's services and benefits financially from the Union's negotiations should carry their share of the financial burden.

EMPLOYER'S POSITION

The Employer opposes any such "fair share" fee arrangement and believes that inclusion of such an arrangement in the collective bargaining agreement would be violative of the United States Constitution. Moreover, even assuming *arguendo* that such a provision could appropriately be included within the agreement, CSB submits that the article proposed by the CWA is inadequate for its absolute failure to include any rebate procedure as required by law. *See* O.R.C. 4117.09(C).

DISCUSSION

Negotiations did not lead to a great deal of dialogue over this issue. The Employer made it clear from the beginning of negotiations that it was not interested in placing such a provision in the Agreement. As expected, the Union persisted in this matter and did not waiver from its position. The comparables in this case clearly substantiate the widespread acceptance of fair share fees in collective bargaining agreements. The Union provided undisputed figures that the present "voluntary" membership is near 70%, a significant number when one considers the 50% plus one election requirement that permits a Union to represent employees in Ohio. The position of the Employer is not new to the Fact-finder, but it does not represent the mainstream of thinking by comparable employers and by the labor/management community at large.

There is little doubt that CSB is out of step in this regard; however the more important issue is the sudden inclusion of such a provision in an environment where collective bargaining has been existing for almost two decades without it.

RECOMMENDATION

The following language shall be added to Article 104 DUES CHECK OFF:

Place into the Agreement the language proposed by the Union regarding Fair Share Fee.

This provision shall become effective at the beginning of the first full pay period in July of 1997. The parties' legal counsels shall add to the language, a proper rebate procedure that is in compliance with state and federal law.

Additionally, a grandfather provision shall be added to Fair Share language as follows:

104.11 Bargaining unit members who chose to be exempted from having to pay the fair share fee may be grandfathered for the length of this Agreement, providing they submit such request in writing to the Union President and to the Director of Personnel within thirty (30) days from the date of ratification of this Agreement. Exemption requests filed after this time period shall not be honored. This exemption shall expire March 31, 2000 and said employees shall then be subject to the above listed provisions, unless the parties chose to extend the grandfather exemption in the following agreement.

3. NEW ARTICLE STUDENTS PERFORMING BARGAINING UNIT WORK

UNION'S POSITION

Students shall not perform bargaining unit work except that, in recognition of the need to train counselor and social work students in social work practice, it is agreed that the agency will provide no more than 15 (15) field placements at a time for counselor or social work students. Bargaining Unit employees who are social work/counseling students shall be given first preference for field placements. It is also recognized that the Agency participates in the High School Co-Op Program through Akron Public Schools, and the number of clerical students assigned through this program shall be limited to a maximum of two (2) at any given time and are limited to working 20 hours per week. The number of students assigned through the Summer Educational Employment Program (SEEP) shall be limited to a maximum of one (1) student per summer and is limited to working a maximum of 16 hours per week.

The Employer will notify the Union President when a field placement is offered. This notification shall include the name of the student, field placement supervisor, department to which the student is assigned, and the duration of the field placement. The employer will also notify the

Union President of clerical student assignments, the department they are assigned to, and the duration of the assignment.

RATIONALE

The Employer has expanded the usage of students dramatically over the last three years. Both the number of students and the amount of bargaining unit work being done by students has increased.

The spirit of the current contract is that only bargaining unit members are to perform bargaining unit work (Sections 206.03, 206.05, 206.06). The Union's proposal is consistent with the spirit of the Agreement in terms of protecting from erosion of the bargaining unit, restricting overtime opportunities, or preventing the hiring of additional staff.

The Union's proposal is designed to limit future expansion of the use of students, while at the same time recognizing and allowing for the need for our agency to participate in community training programs. Also, the Union's proposal is based entirely on the information provided by the Employer regarding present use of students.

EMPLOYER'S POSITION

Informational note only, not to be included in contract; students shall not be utilized in any way that would decrease the use of paid personnel and shall not be permitted to supplant paid staff.

RATIONALE

It is CSB's position that the Union's attempt to tie its hands regarding the use of students is entirely inappropriate. Arguable, this proposal is not even a mandatory bargaining subject as students are not CSB's employees. CSB has been participating in a program with the Akron Public Schools to provide co-op opportunities since 1996. The CWA has filed a grievance concerning CSB's use of students, but that grievance has not been pursued past Step 3 of the grievance procedure and thus has not been arbitrated. CSB submits that the restrictions sought by CWA must not be imposed especially in light of the fact that the agency's use of students has not in any way whatsoever impinged upon the hiring of use of bargaining unit personnel, nor has it affected the availability of overtime hours to bargaining unit members.

Furthermore, CSB's using of student interns, especially in the social worker classification, has proven to be a valuable recruiting tool for the Agency. Five social work students are used as interns each summer for eight weeks. In addition, CSB hires approximately five student interns who are earning their Masters of Public Administration ("MPA") degrees. CSB does not compensate the students for their work, but rather pays the respective educational institutions that in turn compensate the interns according to their internship programs. The student interns are not employees of the agency, nor do they receive any fringe benefits enjoyed by bargaining

unit employees.

CSB also is concerned with the Union's proposal that it be notified regarding each student intern's name, department, supervisor and duration of internship. Given the positive recruiting aspects of the internship program, CSB is gravely concerned about any attempt by the Union to solicit the student interns regarding Union matters. Inasmuch as the student interns are not employees of the agency and their work does not impinge upon bargaining unit work, CSB submits that such a notification provision is inappropriate and entirely unnecessary.

DISCUSSION

The central issue underlying this dispute is "erosion of the bargaining unit". The Union is concerned that students will grow in number and begin to replace bargaining unit members. The Employer vigorously denies that it has any intent of replacing bargaining unit members with students. This issue has been a subject of considerable discussion during the past three years as evidenced by the Labor Management Agendas.

During the bargaining process the parties had several discussions regarding this issue. The Employer proposal was willing to verbally commit to a statement that would assure the Union that students would not replace bargaining unit members. The Union acknowledged its need for such a commitment, but wanted it to be included in the Collective Bargaining Agreement.

The parties have agreed to bargaining language that provided for language regarding the use of the non bargaining personnel. In the first sentence of Article 206.06 the parties have agreed as follows:

"Volunteers shall not be utilized in any way that would decrease the use of paid personnel and shall not be permitted to supplant paid staff."

This is the same "good faith" commitment the employer was willing to make to the Union regarding students without having it reduced to contract language. There were no indications by either party that the language of Article 206.06 had not worked to protect the interests of the Employer and the Union.

There isn't any comparable data to use as a guide regarding this issue; however, the parties in their bargaining history regarding volunteers have provided the Fact-finder with guidance.

RECOMMENDATION

The first sentence of Article 206.06 shall be identified as a separate paragraph and shall read as follows:

“A. Volunteers and students shall not be utilized in any way that would decrease the use of paid personnel and shall not be permitted to supplant paid staff.”

The remainder of the language of Article 206.06 shall be identified as paragraph B and shall remain current contract language.

4. *NEW ARTICLE CASE LOAD SIZES*

UNION'S POSITION

Intake Caseworkers shall be on a five (5) week rotation system for assignment of cases and shall not be assigned a caseload of more than twelve (12) cases per rotation. In no event shall Intake Caseworkers total caseload consist of more than twenty-four (24) cases. Protective Caseworkers, except those located at the Branch Offices, shall be on a four (4) week rotation system for assignment of cases and shall not be assigned more than four (4) cases per rotation. Protective Caseworkers located at the Branch Offices shall not be assigned more than four (4) new cases per month. In no event shall any protective Service Caseworkers total caseload consist of more than seventeen (17) cases. Foster Home Coordinators total caseload shall consist of no more than thirty-two (32) foster families. Paid Placement Caseworkers total caseload shall consist on no more than fourteen (14) children. In addition, new caseworkers (including those coming out of the training unit) shall be “phased in” receiving a caseload of no more than one-half the above amounts for one (1) month. For all other caseworkers, cases shall be evenly distributed among those in the unit.

RATIONALE

The agency is a member of the Child Welfare League of America (CWLA) and the Public Children Services Associations of Ohio (PCSAO) who publish standards for good practice relating to child welfare. As a member of PCSAO and a “long-standing member of the CWLA”, the agency’s position is that it is committed to “keeping caseload sizes” within the “standards promulgated by the PCSAO and the CWLA”. Furthermore, the agency maintains a public commitment in its Five Year Plan “assuring an effective response to community concerns and family needs regarding maltreated children”. The current caseload sizes do not reflect this commitment. Union proposals would assure this commitment to the “concerns and needs of the community” through caseload sizes consistent with or slightly higher than the “best practice” standards of the CWLA and PCSAO. The Union feels that it is not possible to make required client contacts, meet state-mandated guidelines for casework services, complete required

paperwork, dictate case progress, and meet the increasing data entry requirements resulting from the KIDS 2100 computer system with the high caseloads employees are faced with. The result of which is a failure to meet the agency's Mission Statement, goals and public commitment of providing services at an acceptable level. In addition, the Union feels this issue is a mandatory subject of bargaining, as it is a working condition.

EMPLOYER'S POSITION

CSB adamantly opposes the imposition of any caseload limitations for its Caseworkers. Specifically, the CWA seeks to impose a limit of 12 cases per 5 week rotation for Intake Caseworkers and 24 cases per 4 week rotation for Protective Caseworkers. These limits are based upon the "Standards For Service For Abused Or Neglected Children And Their Families" established back in 1989 by the Child Welfare League of America, an independent organization based in Washington, D.C.

However, CSB was accredited by the Council on Accreditation of Services for Families and Children, Inc., sponsored in part by the Child Welfare League of America. In June 1996, that accreditation, which is effective through July 31, 2000, recognized CSB as a "provider of services of high quality" in many of its programs, including Caseworker Services. Indeed, the Council on Accreditation stated that:

[Its] program of quality assurance is designed to identify those providers that have set for themselves high standards for performance, and have made a commitment to their constituents to enhance the effectiveness of the service they deliver. The council is proud to welcome Summit County Children's Services to the Community of Excellence, that unique group of providers that meets the highest standards for professional performance.

CSB submits that it absolutely cannot fulfill its mandate to protect the children of Summit County if it is forced to operate with such case load limits. The focus of the agency's work is to care for the children of Summit county, and the needs of the children cannot and must not be jeopardized by the imposition of case load limits. It must remain the prerogative of CSB's management to monitor case load assignments to ensure prompt response to the needs of the county's children. While CSB recognizes that due to unexpected absenteeism and leaves of absence in its workforce that recent case load assignments were heavier than usual.

However, CSB addressed the matter and instituted policy changes that have eliminated the problem. CSB must retain the flexibility to address any future fluctuations in workloads due to unforeseen and uncontrollable circumstances. Simply put, CSB cannot operate or provide an acceptable level of care to its constituents under restrictions like those proposed by the Union.

The Union's proposal in this regard will simply foster mediocrity. The caseworkers who are organized and adept at handling elevated case loads will be reduced to the level of their counterparts who cannot or will not carry increased case loads. In fact, the child Welfare guidelines recognize that the better approach is to account for each individual's abilities when it states:

The following factors should be considered in the development of agency standards for work loads: specific assigned functions and concomitant time requirement for each (e.g., intake investigation, court work placements)

- The individual competencies of each social worker, including both skills and experience
- The extent of geographic area served and the availability of transportation
- The availability of other services, especially foster homes, as well as in-home parent aids, and so forth
- The intensity of service an agency and community considers appropriate
- The number of other agencies or services involved in a family situation
- The amount of time a social worker is expected to spend on community activities
- The amount of time allocated to a social worker for agency activities such as staff meetings, staff and professional development, and administrative functions.

DISCUSSION

The issue of caseloads was not negotiated by the parties during the bargaining process. There is very little comparable data available to provide direction to the Fact-finder in this matter. Nevertheless, the Union continually raised the issue and provided substantive arguments why it should be addressed. The Employer took the position that the problem of larger case loads was a temporary one and was due to a combination of factors, such as unexpected turnover and the introduction of new computer software.

The issue was brought to light in the focus groups of employees and supervisors that was conducted during the facilitated negotiations process. Case load size issues were raised, however,

they were presented in the context of the process of managing cases. W. Edwards Deming, the father of the Quality Improvement movement in the world, would view this situation as a combination of case load size and needed process improvement. As a student of Dr. Deming, this Fact-finder views this issue as one best resolved by meaningful professional focus.

RECOMMENDATION

This issue shall not be included in the Agreement, but shall receive a focused examination by a special committee of caseworkers and supervisors jointly appointed by the Executive Director and the Union President. Said Committee shall have a short, but focused life span and shall provide its recommendations for more effective caseload management, process improvement, and manageable case load size to the Executive Director and to the Union President by December 31, 1997.

All recommendations and implementation of same shall be subject to approval by the Executive Director, but shall be shared with the Union President. The parties may mutually agree to use the QPAC (see ISSUE 18 CASE WORKER PROMOTIONS) to provide said recommendations in order to avoid the necessity of forming another committee. It is strongly advised that the Committee receive formal training in Quality Improvement Problem Solving in preparation for their work.

5. *ARTICLE 303.01 OVERTIME*

UNION'S POSITION

Current Contract except add new sentence to the end: "Each pay period shall consist of two weeks, and each week of the pay period shall start on Saturday and end on the following Friday."

The Union is not open to management's proposed additional sentence because they have been unable to show the necessity for a change and have not been able to cite even one example as to how client services have been compromised as a result of management not having such discretion. Currently, there are three other methods in place to handle after-hours work if the social worker is not available. In addition, current contract language allows them to hold a caseworker over for one (1) hour in an emergency situation if coverage cannot be obtained (Sec. 303.03). Also, caseworkers who are at or near the 80-hour comp time accumulation cap could be forced to work overtime and receive no compensation whatsoever.

EMPLOYER'S POSITION

Add last sentence: "Management has the right to require and schedule overtime in accordance with the operating requirements of the Departments."

The agency has no plans or intention to change its payroll period, but strongly believes

that any such change is a proper exercise of management discretion and should be reserved to management. Moreover, without any hint of a problem in this area, CSB questions the propriety of this proposal.

CSB proposes to modify Section 303.01 by adding that "Management has the right to require and schedule overtime in accordance with the operating requirements of the Departments" and deleting Section 303.03, which deals with emergencies. This proposal for mandatory overtime is necessitated by the agency's need to ensure adequate coverage for emergencies. Situations have arisen under the current contract where an employee has been required to work one hour past his or her normal work schedule, but when that hour is up, the employee leaves, notwithstanding that the child's interest would best be served if the employee remained. A critical factor in the Agency's ability to effectively address the needs of the children is the trust relationship that is developed between the caseworker and the child. When, however, an employee abruptly leaves and is replaced by a "stranger", that trust is significantly undermined.

While the Agency concedes that it does not frequently experience refusals to work overtime when necessitated by emergency situations, and that its staff is typically is more than willing to go the extra mile and work overtime when it is essential for the provision of protective services to clients and their families, the Agency cannot risk allowing a recalcitrant employee or group of employees to impede its ability to provide protective social services to the abused and neglected children of Summit County. Accordingly, the Agency must have the ability to require that necessary coverage be provided.

DISCUSSION

The evidence provided by the Board does not support a change in the overtime language. During the negotiations process the Board emphasized its need to be responsive to the consumers of its services; however, the need for overtime as a method to achieve this goal was not supported with data.

In the negotiations leading up to the current Agreement, the Board won a concession in this provision. It negotiated the right to hold a caseworker over one (1) hour past shift in an emergency situation, if coverage cannot be obtained. There was no evidence provided by the Board that this provision has been inadequate. In fact, the Board concedes it infrequently experiences refusals to work overtime by caseworkers.

The change sought by the Union addresses the definition of a pay period and when the pay period begins and ends. The Union did not provide sufficient evidence to indicate there was a problem that supports such an addition to the Agreement. Employees should certainly be aware of the beginning and ending of pay periods and they usually are, if they have a need for this information. If the Employer changes the pay period and it impacts wages, the Union has the option of bargaining over the impact of the change.

RECOMMENDATION

Maintain current contract language

6. *ARTICLE 303.02 COMPENSATORY TIME*

UNION'S POSITION

Paragraph 1 - Current Contract

Paragraph 2 - The Employer will grant compensatory time off on a time and one half basis for hours worked in excess of eight (8) hours per day or ten (10) hours per day for employees regularly scheduled four (4), ten (10) hour days per week, and/or in excess of forty (40) hours per week. Compensatory time may be accumulated to a maximum of eighty (80) hours. Compensatory time may be taken at a mutually acceptable date, agreed upon by the employee and his/her immediate Supervisor. All accrued compensatory time shall be taken in increments of eight (8) hours or ten (10) hours, where applicable, unless otherwise mutually agreed upon by the employee and Supervisor; however, employees who have accumulated seventy-two (72) hours of compensatory time shall be notified by Personnel and must be permitted to take compensatory time off, if requested, before the limit is reached.

Paragraph 3 - Upon termination of employment with the Employer, employees shall be paid cash at the applicable rate of pay for any unused compensatory time.

RATIONALE

Paragraph 2 - Employees approaching the 80-hour maximum and not being permitted adequate time off to remain under that limit have been an ongoing and worsening problem throughout this contract term. Management has become increasingly rigid about the use of compensatory time and has now reached the point of telling employees that they cannot take compensatory time off unless they reach goals or meet other requirements mandated by management. For example, caseworkers in the Intake Department have been denied compensatory time off until they meet schedule requirements set by their supervisor. Other caseworkers in this department have been told not to request compensatory time, as none will be granted until all of the Intake caseworkers are current in their work. This is being done at a time when case load sizes are at an extremely high level, therefore, many caseworkers are already at their 80 hour cap and have lost and continue to lose time and work without compensation. When an employee is at or near the 80-hour cap and is refused permission to take compensatory time off, they lose all compensation for any additional overtime hours worked and are, in effect, "forced" to work, in order to provide adequate assessments so that children are not left at risk. Management has made it quite clear that they expect the work to be done, while they continue to assign them more than 40 hours of work per week.

EMPLOYER'S POSITION

Paragraph 1 - Current Contract

Paragraph 2 - Current Contract

Paragraph 3 - Change as follows: "Upon termination of employment with the employer, employees in positions listed in Section 303.02 will be compensated for up to eighty (80) hours of their unused compensatory time."

RATIONALE

The CWA also has proposed modifying Section 303.02 of the current agreement concerning the accumulation and use of compensatory time off. The Union proposes to add a provision to Section 303.02 which reads "however, employees who have accumulated seventy-two (72) hours of compensatory time shall be notified by Personnel and must be permitted to take compensatory time off before the time limit is reached." Essentially, this provision would require the Agency to permit employees who have reached the 72-hour plateau to take time off *carte blanche*. Such a provision is absolutely unacceptable because it effectively will tie the Agency's hands regarding the scheduling of time off and jeopardize its ability to have adequate staffing levels. This is especially apparent when considered in light of the more than twenty employees who had accrued eighty hours of compensatory time off during the past year.

Each party has proposed changes to the third paragraph of Section 303.02 of the contract. The CWA proposes that the paragraph read:

Upon termination of employment with the employer, employees shall be paid cash at the applicable rate of pay for any unused compensatory time.

Conversely, CSB proposes the following language:

Upon termination of employment with the Employer, employees in the positions listed in Section 303.02 will be compensated for up to eighty (80) hours of their unused compensatory time.

The current contract provides that employees who *retire or voluntarily resign* may extend their date of resignation for up to eighty hours to utilize their accrued compensatory time. By limiting the number of hours an employee may "cash in" at the termination of his or her employment, the Agency seeks to require first, that the employee actually take time off from work, and secondly, to prevent the accrual of unlimited comp time hours that could cause financial hardship at the time that employment terminates. By contrast, the CWA's proposal represents unlimited cash-in opportunities, even above the contract's 80-hour accumulation levels. CSB believes it is unwise to negotiate a contractual provision which provides a carrot to leave

the Agency.

DISCUSSION

The Union raised some very persuasive arguments during the fact-finding process regarding the problem with employees who are at or are approaching the eighty hour limit for accumulation of compensation time. There are certain units of employees who have had particularly heavy case loads and they have accumulated significant amount of compensation time.

The Employer estimates that there some twenty employees who have reached the eighty (80) hour limit. The Employer has a particular problem with the Union's desire to give employees who have reached the 72 hour threshold the right to take time off carte blanche. This would present scheduling and staffing problems. This argument also has merit and deserves thoughtful consideration.

The parties did engage in discussions to resolve this issue during the fact-finding process and managed to conceptually agree on a resolution that begins to address the above referenced concerns.

RECOMMENDATION

Article 302.02 shall be modified as follows:

Paragraph 1 Maintain current contract language

Paragraph 2 - The Employer will grant compensatory time off on a time and one half basis for hours worked in excess of eight (8) hours per day or ten (10) hours per day for employees regularly scheduled four (4), ten (10) hour days per week, and/or in excess of forty (40) hours per week. Compensatory time may be accumulated to a maximum of eighty (80) hours. Compensatory time may be taken at a mutually acceptable date, agreed upon by the employee and his/her immediate supervisor. All accrued compensatory time shall be taken in increments of eight (8) hours or ten (10) hours, where applicable, unless otherwise mutually agreed upon by the employee and supervisor. Employees who have accumulated sixty-eight (68) hours of compensatory time shall be permitted to take, within the next four (4) weeks, a minimum of eight (8) hours compensatory time off. Such request must be made in writing and the scheduling of such time shall be in accordance with the above defined procedures in this provision.

Paragraph 3 Upon termination of employment with the Employer, employees in positions listed in Section 303.02 will be compensated for up to eighty (80) hours of their unused compensatory time.

7. *ARTICLE 303.03 EMERGENCY OVERTIME*

UNION'S POSITION

Current Contract language

Current contract allows the agency all of the flexibility necessary to meet the needs of our clients in an emergency situation. (Also refer to Section 303.01 regarding mandatory overtime.)

EMPLOYER'S POSITION

Delete section

This proposal is tied with proposed changes in Article 303.01 that require mandatory overtime.

DISCUSSION

The Employer wishes to eliminate this provision because of its proposal on mandatory overtime. The Union wishes to retain the language as being necessary to meet the needs of the Agency and because it does not agree with the need for mandatory overtime. The Fact-finder has addressed the Employer's request for mandatory overtime in this report. The Union's point regarding the continued necessity of this language is both reasonable and logical, especially in light of the recommendation of the Fact-finder regarding mandatory overtime.

RECOMMENDATION

Maintain current contract language

8. *ARTICLE 305.01 SICK LEAVE*

UNION'S POSITION

Current Contract language

RATIONALE

Under current contract, intermittents accumulate sick time but can only use it when on a long-term assignment of two weeks or more. Intermittent employees are used for long-term assignments on a regular basis and should be permitted to use their sick time during these assignments. The Union does not feel they should lose pay if they (or their children) are struck with an illness/injury during that time. The agency's proposal contradicts their own mission statement of a commitment to "the well being of children and their families". Management's

vacancy exists” was intended to allow for elimination of positions by attrition, if needed. The Union directed management to make this determination in good faith, both parties recognizing that if a job is to be filled, it should be open to all through posting procedures. This was also the practice over several years, until suddenly (during the term of this contract) management’s interpretation changed, and they felt the language permitted them to remove staff from positions they had previously bid on, shuffle “hand-picked” staff into preferred positions, and then post whatever positions are left over. The language was never intended to allow management to fill a position outside of the procedures set forth in Article 403 of the contract simply by failing to declare a vacancy when one actually did exist. The Union’s proposal simply clarifies the original intent of the language.

EMPLOYER’S POSITION

Current Contract language

RATIONALE

Under the current contract language, CSB has the ability to transfer an employee into a vacant position without recourse to the job posting procedure. Indeed, CSB won an arbitration over this very issue during the term of the 1994-97 contract. Arbitrator James McMullen stated:

While the Grievant (Ms. Schenault) acknowledged in her testimony that “we gave them the right to determine when a vacancy exists”, she contended that, “I don’t think we gave them the right to say it didn’t exist when it did”. However, as difficult as it may be for the Union to accept, that is precisely what the language provides, and as a practical matter, the Union at many times has acknowledged that reality.

The Union now seeks to undo the results of that unfavorable arbitration decision and require that any job vacancy be filled through the posting procedure. CSB desires to retain the right to fill vacancies via transfer, and accordingly, rejects the Union’s proposal.

DISCUSSION

See ISSUE 11

RECOMMENDATION

See ISSUE 11

10. *ARTICLE 403.04 JOB POSTINGS, TRANSFERS AND PROMOTIONS*

proposal would force parents to come to work when they or their child is sick so they won't lost pay. The Union finds management's proposal to eliminate both the accumulation and usage of sick leave for intermittents to be discriminatory and punitive. Also, although the information was requested, management provided no evidence of abuse of sick leave by intermittents.

EMPLOYER'S POSITION

Current contract except delete second sentence of third paragraph.

RATIONALE

The Employer has had a problem with intermittent employees taking sick leave when they are hired to replace regular employees who are already on sick leave. In effect, the Employer is paying twice for filling a position.

DISCUSSION

The Employer's position in this matter is understandable, however, the extent and frequency of the problem was not substantiated with any data. Intermittent employees have had sick leave benefits for many years and there does not seem to be a compelling reason to alter this benefit at this time.

RECOMMENDATION

Maintain current contract language.

9. *ARTICLE 403.01 AND 403.02 JOB POSTINGS, TRANSFERS AND PROMOTIONS*

UNION'S POSITION

403.01

When a vacancy occurs or exists, the Employer shall determine if said vacancy will be filled. A vacancy is defined for posting as a regular full-time or part-time job opening in the Bargaining Unit. The following types of positions are not regular job openings: Intermittent, Absentee Replacement, and Temporary Status.

403.02

Current contract except change "When a vacancy occurs" to "If the job opening is to be filled", the Employer shall post...etc. -- balance remains the same.

RATIONALE

The current contract language which states, "The Employer shall determine when a

UNION'S POSITION

403.04

Current contract except in second sentence change "three (3) most senior full-time applicants" to "most senior full-time applicant".

403.07

Upon receipt of the application and completion of screening in accordance with Section 403.04, the employer shall give first consideration to those timely-filed applicants who are in the same classification as the vacant position and are, therefore, requesting a lateral transfer to the vacant position. The vacancy shall be filled by the most senior full-time employee requesting a lateral transfer. If there are no full-time applicants who desire the position as a lateral transfer, the vacancy shall be filled with the most senior part-time or intermittent applicant.

RATIONALE

Union's proposal in this section is consistent with our proposals in Sections 403.07 and 403.08 that the most senior applicant is awarded the vacant position. If the most senior applicant gets the position by contract there is no need for anyone except that applicant to be interviewed.

Union believes that an employee working within a classification should have the right to move to different positions within that classification. Anyone already working within a classification is fully qualified to perform in any job within that classification, therefore, the only factor necessary to determine which employee should be permitted to move within the classification is seniority.

Additionally, current contract language which allows management to award a lateral transfer to one of the three (3) most senior candidates, subject to Section 403.05, has been abused and stretched by management whereby either the least senior of the three (3) most senior is consistently awarded the position or management has pulled in the fourth most senior bidder.

EMPLOYER'S POSITION

Current Contract language

RATIONALE

The Union proposes to modify Sections 403.04 and 403.07 of the agreement dealing with the qualifications of applicants to fill vacant positions and lateral transfers to vacant positions, respectively. Currently, CSB must interview the three most senior full-time applicants who meet the minimum qualifications for a vacant position, including requests for lateral transfers. The CWA wants to eliminate any competition for vacant positions and instead rely solely upon seniority. Specifically, CWA would rewrite Section 403.04 of the contract to read "...only the *most senior full-time applicant* will be interviewed." Similarly, the Union seeks to rewrite

Section 403.07 to provide, in part, that "...The vacancy shall be filled by the most senior full-time employee requesting a lateral transfer." CSB rejects these changes because it desires to retain its ability to place the most qualified person in any vacant position.

DISCUSSION

See ISSUE 11

RECOMMENDATION

See ISSUE 11

11. ARTICLE 403.08 JOB POSTINGS, TRANSFERS AND PROMOTIONS

UNION'S POSITION

Current Contract language

RATIONALE

Union wishes to preserve current contract language which gives preference to the most senior employee in promotions.

EMPLOYER'S POSITION

After Section 403.07 has been complied with by Employer, and the vacancy has not been filled, then upon receipt of the application and completion of screening in accordance with Section 403.04 and Section 403.05, the first consideration shall be given to those timely, in-Agency applicants who desire the position as a promotion (23 defined in Section 403.11) or a transfer (as defined in Section 403.13). The vacancy shall be filled by an applicant from the three (3) most senior, full-time, in-Agency applicants who desire the position as a promotion or a transfer.

DELETE THE REMAINDER OF THIS SECTION.

RATIONALE

CSB has proposed to change Section 403.08, dealing with transfers and promotions, to also provide that it must interview the three most senior, qualified individuals for the positions instead of filling the vacancy with the "most senior full-time applicant". Simply put, CSB's ability to provide the best possible services to the public it serves is tied directly to its right to place the most qualified individual in any vacant position.

DISCUSSION

The parties were unable to substantively address this issue during the negotiations process. They both provided proposals which off-set one another and did not allow for a meaningful or constructive dialogue. The evidence presented in fact-finding both parties was not sufficient to cause a modification from current contract language.

RECOMMENDATION

Maintain current contract language

12. ARTICLE 504.07 AND 504.08 GRIEVANCE PROCEDURE

UNION'S POSITION

504.07

Current Contract language

RATIONALE

Union is adamant in its position that we cannot agree to management's change which would remove the Executive Director from Step 3 of the grievance procedure and allow him to send a designee. Our grievance procedure currently allows for three to four attempts to settle a grievance prior to it ever reaching the level of the Executive Director. In addition, attempts are made to settle grievances by discussion at Labor/Management Meetings and a pre-Step 3 conference with the Personnel Director. If a grievance could be settled by a "designee" it would be settled prior to ever reaching Step 3. Therefore, any grievance that reaches the Executive Director's desk cannot be settled by anyone with less authority than the Executive Director. Since the next step is Arbitration, the Union feels it to be imperative that we have the opportunity to address our grievances with the Executive Director. Furthermore, because the Executive Director has consistently refused to meet with the Union at any time outside of a contractually-mandated Step-3 hearing, the Union feels strongly that this avenue should be preserved if there is to be any hope of a better labor/management relationship.

This language has been the same since the beginning of collective bargaining between the parties (1978).

EMPLOYER'S POSITION

Formal Step-3. Change third sentence to read as follows: "The Personnel Director and the Executive Director or designee shall, within fourteen (14) days of receiving the appeal meet with

the aggrieved employee, Steward and any witnesses necessary to arrive at a resolution.”

RATIONALE

Currently, the agreement provides that the Personnel Director and the Executive Director of the Agency shall meet with the grievant within fourteen days of the receipt of a grievance appeal. However, this requirement that the Executive Director personally meet with each grievant is pragmatically impossible. As the Fact-finder undoubtedly can appreciate, CSB’s Executive Director, Joseph white, is involved in numerous activities on a daily basis, including fundraising, administration, budgetary matters and the day-to-day operation of the Agency. To require Mr. White’s attendance at every third step meeting would consume time that he frankly does not have to devote to such matters. Indeed, in 1996 alone there were at least twenty grievances that proceeded through Step 3 of the grievance procedure.

UNION’S POSITION

504.08

Current Contract except:

Paragraph A - Upon receipt of a notice to arbitrate, the Employer and the Union shall each appoint a spokesperson to represent them at the hearing, as well as an arbitrator to sit on the Board of Arbitrators. The two (2) designated arbitrators will meet and appoint a third disinterested person to act as Chairperson of the Board of Arbitrators. In the event the two (2) designated arbitrators cannot agree upon the third person with ten (10) days of the demand for arbitration, the parties shall immediately jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) impartial persons qualified to act as arbitrator/chairperson in accordance with its then applicable rules and regulations. Either party may reject one entire panel. Should either party determine that the first panel was totally unacceptable, an additional panel shall be requested and an arbitrator will then be selected by the representatives of the parties alternately striking names and selecting the remaining name after six (6) names have been struck. The two (2) designated arbitrators will act in an advisory capacity to the Chairperson of the Board of Arbitrators.

Paragraphs B, C & D - Current contract except references to “arbitrator” to be consistent with Union proposed changes in Paragraph A.

RATIONALE

Union is adamant in its position that we cannot agree to management’s change which would remove the Executive Director from Step 3 of the grievance procedure and allow him to

send a designee. Our grievance procedure currently allows for three to four attempts to settle a grievance prior to it ever reaching the level of the Executive Director. In addition, attempts are made to settle grievances by discussion at Labor/Management meetings and a pre-Step 3 conference with the Executive Director. If a grievance could be settled by a "designee" it would be settled prior to ever reaching Step 3. Therefore, any grievance that reaches the Executive Director's desk cannot be settled by anyone with less authority than the Executive Director. Since the next step is Arbitration, the Union feels it to be imperative that we have the opportunity to address our grievances with the Executive Director. Furthermore, this is the only avenue that the Union has to ever have a face-to-face meeting with the Executive Director and we wish to preserve that opportunity, as we feel it could be conducive to a better labor/management relationship.

This language has been the same since the beginning of collective bargaining between the parties (1978).

EMPLOYER'S POSITION

Current Contract except:

Paragraph A - Upon receipt of a notice to arbitrate, the parties shall attempt to agree upon an arbitrator with ten (10) working days after receipt of the notice to arbitrate, and in the event the parties are unable to agree upon an arbitrator within a ten (10) day period, the party demanding arbitration shall, within five (5) working days, request the Federal Mediation and Conciliation Service to submit a panel of seven (7) impartial persons qualified to act as an arbitrator in accordance with its then applicable rules and regulations. Either party may reject one entire panel. Should either party determine that the first panel was totally unacceptable, an additional panel shall be requested by the party demanding arbitration within five (5) working days receipt of notice of the rejected panel, and an arbitrator will then be selected by the representatives of the parties alternately striking names within seven (7) days of their receipt of the panel from the Federal Mediation and Conciliation Service and selecting the remaining name after six (6) names have been struck. The party demanding arbitration shall notify the Federal Mediation and Conciliation Service of the selection of an arbitrator's name within five (5) working days of the parties' selection of the arbitrator.

Paragraph B, C & D - Current Contract language

RATIONALE

Each party also has proposed changes to Section 504.08(A) of the agreement, which sets forth the procedure for pursuing a grievance to arbitration. The CWA has proposed that a *panel* of arbitrators be approved by the parties, from whom a three-person Board shall be convened to hear arbitrations. The Union proposes that each party select one member of the three-person board, and that those board members in turn select a Chairperson.

In the event no agreement is reached on the third board member, the Chairperson would be selected by alternately striking a list obtained from the Federal Mediation and Conciliation Service ("FMCS"). The Union likewise seeks to revise the remainder of Article 504 to reflect that a "Board of Arbitrators" will hear the dispute, rather than a single arbitrator.

CSB seeks to modify the procedures in Section 504.08(A) concerning the procedure for obtaining a panel of arbitrators from FMCS for purposes of alternate striking and selection of a single arbitrator. Under the current agreement, the parties must "jointly request" a panel from FMCS. CSB seeks to eliminate the joint request, and instead require that the party demanding arbitration request that FMCS provide a panel of arbitrators. The same revision is sought for obtaining any subsequent panels in the event a party rejects the first panel provided by FMCS. In addition, CSB seeks to impose a ten day time limit on requesting a second panel from FMCS, consistent with the time limits for obtaining an initial panel. Furthermore, the Agency's proposal places a twenty day time limit for the parties to alternatively strike the panel and select an arbitrator. Finally, CSB's proposal requires the party demanding arbitration to notify FMCS of the arbitrator selected by the parties.

The Agency has rejected the Union's proposal for a "Board of Arbitrators". It is CSB's position that the impanelment of more than one arbitrator is unnecessary and excessive. Moreover, such a panel would require that the Agency incur more expense in the arbitration of grievances, yet it could not control such expenses given the plethora of grievances filed and the Union's unilateral ability to pursue matters to arbitration. Also, the contract has a loser-pays clause which would *triple* the expenses involved in arbitration under the Union's proposal.

CSB submits, however, that its proposed modification of Section 504.08 is reasonable. Under the current contract, if the Agency's representative is not available at the time the "joint request" is prepared by the Union, it runs the risk that the "joint request" will not be made in a timely manner and hence render the dispute not properly arbitrable. The possibility of an abuse of the grievance procedure must be remedied to ensure that all matters pursued to arbitration by the Union cannot be prevailed upon due to such a technicality. Requiring that the party pursuing the matter to arbitration be responsible for obtaining a panel of arbitrators from FMCS does not impose any undue burden on the party.

DISCUSSION

The parties spent a great deal of time in negotiations with this provision. The parties were able to negotiate time limits on the processing of grievances and added language to clarify who does what in the process. However, the main sticking points to resolution of this issue centered on the absolute inclusion of the Executive Director at Step 3 of the process and the use of a panel of arbitrators rather than one arbitrator.

The Union points out that the Executive Director must answer Step 3 grievances in order for him to have some kind of continuing dialogue with the Union. The request for a three party panel stems from the Union's concern about *ex parte* communication with arbitrators.

The Employer argues the requirement that the Executive Director meet with every grievant is an impossibility given his schedule of obligations on behalf of the Agency. The Employer rejects the three arbitrator panel concept as being too costly and unnecessary.

The conventional practice in grievance arbitration in the public sector in Ohio is to have one arbitrator hear a grievance. Although there are some parties who use three arbitrators, the practice is rare for a variety of reasons. The cost of such a procedure would most likely have a chilling effect on what went to arbitration and would give a marked advantage to the party with "the deeper pockets". In addition, trying to schedule three arbitrators on the same date is very difficult and would cause undo delays in the processing of grievances. The rendering of decisions would also be prolonged, with three arbitrators trying to coordinate their thinking and rationale.

The history of the parties in having the Executive Director at the third step meetings supports the Union's position in this matter; however, it is not consistent with the practices of many employers who have several hundred employees. The Director of Labor Relations or Human Resources traditionally serves as the third step in most grievance procedures in large agencies. This practice allows a non-line administrator to view the grievances with more objectivity and a better understanding of the collective bargaining agreement than an operational administrator can be expected to possess.

The executive director of an agency is the top administrative officer who is normally more removed from both the collective bargaining agreement and the day to day operations of an agency which are the basis of many grievances. If an employer has a small staff, the chief executive is certainly more in aware of operations and may even be the chief negotiator in the collective bargaining process. Such is the case in some school districts in which there may be 100 or fewer employees in the bargaining unit. In these situations, the chief executive is well aware of the nuances of collective bargaining and the relationship between operations and the contractual requirements of the agreement.

However, the bargaining unit is larger and more complex in social services. There are far more classifications of employees and it is clear from bargaining that the Employer is administratively structured in a way that the executive director does not serve as the chief spokesperson in negotiations. It is clear that the meaning and intent of language is better known to the Director of Personnel and to the Union President than to the Executive Director.

The Union raises a valid concern regarding the importance of contact with the Executive Director. Labor/Management cooperation is vital to the quality of service of any operation and particularly to the important work of an agency such as The Children Services Board. The Union and the Administration need to find ways to effectively deal with this complex task of serving the children of Summit County. However, I disagree that a sound management/union relationship can be fostered at the highest level of the Union and Administration through the narrowly focused adversarial grievance process. Labor/Management cooperation has more of a chance of developing through meetings of a less adversarial nature.

RECOMMENDATION

1. Article 504.07 and Article 504.08 shall be modified in accordance with the Employer's language presented in fact-finding.

2. It is recommended that the parties enter into talks to develop a memorandum of understanding that would encompass the use of an Alternative Dispute Resolution step in the Grievance Procedure. This is being recommended in order to create a structured alternative method of handling disputes that emphasizes problem solving and agreement rather than confrontation. It has been the experience of this Neutral that when parties experience the ability to work out their disputes in a problem solving forum rather than an adversarial forum their relationship is improved. Secondly, ADR forum have proven, so far, less expensive than formal confrontational methods of processing grievances. This recommendation is meant to be a pilot program and would expire at the end of the Agreement, unless renewed by mutual agreement of the parties for the next contract period. It is recommended that the Executive Director participate in the design and conduct of such a program.

EXAMPLE LANGUAGE: New Step 4 (old Step 4 becomes Step 5):

Step 4: The Union of the Employer may request that grievances be submitted to an ALTERNATIVE DISPUTE RESOLUTION PROCESS (ADR). The process shall be non-adversarial in nature and shall be facilitated by a neutral knowledgeable in the field of labor relations. This is a non-precedent setting process and no resolutions arrived at in this process can be used in any other proceeding in or outside of the grievance procedure. In order for an issue to be submitted to the process, there must be in mutual agreement by the Union President and the Director of Personnel to submit said issue to the ADR process. If no mutual agreement exists, the issue cannot be submitted to ADR. A submission to ADR shall automatically extend the time each party has to process a grievance to Step 5. Issues resolved through ADR shall be considered settled on the same basis a grievance is settled at any other step of the grievance procedure, except such settlements cannot be precedent setting. Issues not resolved through ADR may proceed to arbitration at the discretion of either party.*

**It is advised that the parties receive specific training in said process from a recognized source, such as the Mediation and Research Project (MREP) of Northwestern University Law School or the Federal Mediation and Conciliation Service. Additionally, the parties will need to develop specific procedures and forms to use in said process which is included in the MREP and other training. The State of Ohio has been successfully using grievance*

mediation as their ADR for over five years. They are a good source of information, as are the Unions who participate. The Fact-finder has served on that panel since its inception and can attest to its efficacy and the substantial cost effectiveness of such procedures. The most recent data from MREP demonstrates that grievance mediation ADR represents a 90% savings over the cost of arbitrating a grievance.

13. **ARTICLE 603.01 DURATION AND TERMINATION**

UNION'S POSITION

Paragraph 1 - Current Contract except change dates

Paragraph 2 - Current Contract through "In the event the parties are negotiating for a new Agreement or modification of the Agreement, the terms and conditions hereof shall continue in effect for a period for ninety (90) calendar days so long as such negotiations continue for a new or modified Agreement". Then add: Negotiating sessions will be scheduled during normal work hours. Current contract for remainder of paragraph.

Paragraph 3 - Delete

RATIONALE

The Union is asking for this change in current contract because the limitations on caucus time are unrealistic and unreasonable. In addition, the limits were previously proposed by management based on a false premise that the Union negotiations "abuse" caucus time. Some balance to the negotiations process needs to be reestablished.

EMPLOYER'S POSITION

Current Contract

RATIONALE

Presently, the contract provides that negotiating sessions will be scheduled during normal work hours so long as time limits on caucuses are honored unless those times are expanded by mutual agreement. The present language is the result of the mediated settlement reached in 1994 at fact finding. It was the Agency's concern in 1994 - and it remains a valid concern today that the CWA would revert to its practice of spending an inordinate amount of time caucusing rather than negotiating toward an agreement. The present language limits available caucusing time to prevent history from repeating itself with the Union's bargaining team being paid for numerous hours spent in caucus rather than negotiating. There is no reason to remove the agreed upon time limits in this provision.

DISCUSSION

The parties have had a long history of three year agreements. The evidence and facts of this case and the positions of both parties support the continuation of this tradition.

The Union is seeking to eliminate the third paragraph of this article which places a limit on caucus time. This provision was agreed to by the parties during the last round of negotiations. It was not used during this round of negotiations. The Fact-finder who served as a mediator observed first hand that the parties spent a great deal of time in caucus, sometimes to the detriment of the momentum of negotiations. In the opinion of this Fact-finder, this provision may be necessary to provide structure in future negotiations.

In the second paragraph the Union is seeking to secure a provision that requires all negotiations to be conducted during normal working hours. These arrangements are best left up to the parties to negotiate rather than having a Fact-finder make a recommendation. Negotiations are time consuming and so intimately related to the operations of an organization that only the parties are knowledgeable about their timing and conduct.

RECOMMENDATION

Paragraph 1 - Maintain current contract language, except change dates to reflect a three year agreement running from April 1, 1997 to March 31, 2000.

Paragraph 2 - Maintain current contract language

Paragraph 3 - Maintain current contract language

14. ARTICLE 601.02 CALCULATION OF MERIT INCREASE

UNION'S POSITION

Current Contract except delete last sentence

RATIONALE

Merits are a recognition of the fact that people become more proficient on the job as their years of experience increase. The pay scales for a classification define the minimum and maximum value of a job. The merit increase is the avenue by which employees move from the bottom to the top of a pay scale and are granted "...upon demonstration of satisfactory job performance". Merit increases also provide incentive to employees to perform well and contribute to retention of staff at the agency.

EMPLOYER'S POSITION

Delete section

RATIONALE

All contract provisions concerning the granting of merit increases expired effective January 1, 1995. During the 1994 fact finding, CSB sought and obtained the deletion of merit increases in exchange for increases in bargaining unit members' base wages. CSB's success in removing merit came at the costly expense of a one percent increase granted to unit employees. In a nutshell, the Union wants to re-establish merit increases.

CSB is adamant that merit increases should not be part of any future contract. The Agency negotiated the deletion of a merit system that effectively granted every bargaining unit member an increase. Thus, the system was far from truly "merit" based. In addition, in as much as the merit system has expired, the end ranges on bargaining unit salaries likewise should be deleted from the contract as they serve no purpose.

DISCUSSION

It is clear from the evidence as well as the language of the Agreement, that merit increases were deleted in the last round of negotiations. The Union fought hard for the reinstatement of this provision during negotiations and fact-finding. However, recent bargaining history plays a major role in any determination to reinstate something that was deleted by mutual agreement of the parties.

The evidence indicates that in 1994, the Union was able to negotiate a better than average salary increase for all members of the bargaining unit in exchange for the deletion of a merit provision that affected a portion of its members. The average salary increases being provided to bargaining units these days do not leave a great deal of room for the Union to accept less of a salary increase for all of its members in exchange the regaining of merit pay for some of its members. The fact is if you want to either gain or take back an economic benefit, you must pay for such a change. The Employer was able to buy back the merit provision in 1994 and the Union's membership ratified this exchange. The facts do not support the Union's ability to once again buy this benefit during this round of bargaining.

The Union pointed out in negotiations and in fact-finding that while only some of its members receive merit pay others are eligible for longevity pay. This is a balance of benefits that was disturbed during the last round of negotiations. This factor is addressed in the recommendations included under ISSUE 15 CONTINUED SERVICE BENEFIT.

RECOMMENDATION

Delete Article 601.02 from the Agreement as called for in the 1994 through 1997 Agreement.

15. *ARTICLE 601.03 CONTINUED SERVICE BENEFIT*

UNION'S POSITION

Current contract except change first paragraph to read: "All Bargaining Unit employees who are at the top of their range on the salary schedule, shall on their salary review date receive a one-time only annual increase in accordance with the following schedule."

RATIONALE

The Union agreed in the 1988 negotiations to no longer put longevity payments in the base rates of pay and only agreed to this as a quid pro quo for fully paid health benefits with the benefit level remaining the same. This was a major concession that resulted in savings to the agency for a number of years in the future. The very employees who voted to accept that concession are the same employees who now are being asked by the agency to forget that they lost thousands upon thousands of dollars over the course of their employment here in order to contribute to the agency's ability to pay future premium increases and are now also making employee contributions to premiums.

EMPLOYER'S POSITION

Change first sentence to read: All part-time and full-time Bargaining Unit employees shall, on the appropriate anniversary date, receive a service bonus.

RATIONALE

Under the current contract language, only *full-time* employees are eligible, while the CWA proposal of *all* bargaining unit members would include part-time and intermittent employees. CSB has agreed to include part-time bargaining unit members in this provision, but submits that intermittent employees who work to fill in for sick leave, vacation or other absences are not appropriately afforded such a benefit.

DISCUSSION

The main contention between the parties lies in the method used to pay longevity. The Employer wants longevity to remain a bonus that is not rolled into an employee's salary. The Union wants the provision changed to have such payments included in an employee's salary. In addition, the Union wants intermittent employees to receive longevity payments. Prior to fact-finding, the Employer agreed to include part-time employees in the language regarding longevity

payments.

Comparable data in this area reveal a movement away from longevity in public entities that have other methods of payment, such as annual step increases. The parties have not negotiated step increases and therefore, longevity increases play a larger role in an employee's compensation at CSB. Although the parties in their positions have not specifically addressed this issue, it is noted that the longevity system does not take into account employees who have worked less than ten (10) years. Compensation provisions in a collective bargaining agreement often represent a balance between one group of employees and another. When merit pay existed, employees with less than ten years of experience in the Agency had another method of compensation; now they don't. Fact-finders are charged with the responsibility of fashioning recommendations that are based upon facts and upon the relationship of all the unresolved issues. Therefore, it appears to be reasonable to recommend a change in this provision that maintains the contractual intent of this provision, but extends it to employees with a lower milestone of service.

RECOMMENDATION

Change the first sentence to read, All part-time and full-time Bargaining Unit employees shall, on the appropriate date, receive a service bonus.

Create a new Step A and re-letter the remaining steps of this provision as B through E.

The new step shall read as follows:

A. Completion of 5 years of continuous service at Summit County Children Services Board \$225.00; (first application of this provision shall include employees who on April 1, 1997 had less than 10 yrs, but had completed 5 or more yrs of continuous service)

16. ARTICLE 601.05 MILEAGE

UNION'S POSITION

Current contract except change: "twenty-eight (\$.28) for 1997", "twenty-nine (\$.29) for 1998", and "twenty-nine (\$.29) cents for 1999".

RATIONALE

Mileage reimbursement should offset the expense that employees incur when using their personal vehicles on agency business. The Union feels the current rate is inadequate. The mileage rate was last raised in 1994 by one cent. The I.R.S. allows a 31 cent deduction for the cost of operating a vehicle, the comparable county children services agencies all pay at least 31 cents.

EMPLOYER'S POSITION

The significance of this issue to the Agency is clear when the cost of mileage reimbursement over the last three years is examined. In 1994, the Agency spent \$173,195.00 on mileage reimbursement. In 1995, that amount increased to \$181,605.00. The Agency spent an additional \$173,607.00 in 1996 solely on mileage reimbursement. Clearly, the increases sought by the Union, while they may appear insignificant, amount to extraordinary expenses for the Agency over the course of a year.

In addition, a comparison to other similar agencies indicates that the Union's proposal is unreasonable. For example, Wayne County CSB, Allen County Human Services, Ashtabula County Human Services, and Lake County Human Services reimburse at 25 cents per mile. Also, Summit County Human Services reimburses at 20 cents per mile, while Summit County Board of Mental Retardation and Development pays 27 cents per mile.

DISCUSSION

Comparable data in this area reveals that other public entities pay between 20 cents and 34 cents per mile for travel. According to the Employer, this is a significant budget item, costing the Board over \$173,000 in 1996. The Board did not argue an ability to pay; however, the facts indicate that budgeting for mileage reimbursement is not a minor matter in this Agency.

However, if mileage reimbursement is costing the Board a considerable amount of money, it likewise is impacting employees in a significant manner. The current rate is 26 cents per mile which is 5 cents below what the IRS allows for a mileage deduction. Of course, an employee may be eligible for tax credit for said expenses that are reimbursed below the allowable IRS rate. Rate changes at the beginning of a calendar year would better accommodate such a practice.

Other Children Services Boards in Ohio range from 25 cents per mile to 34 cents per mile. These rates are in stark contrast to the Summit county average of 20 cents per mile. Of course mileage rates can be impacted by the availability of organizational vehicles and the policy on their usage. For example, some states strongly discourage the use of personal vehicles in favor of state vehicles for agency business.

RECOMMENDATION

Maintain current language, except change mileage rates as follows:

Effective January 1, 1998 the rate shall be \$0.28/mile

Effective January 1, 1999 the rate shall be \$0.29/mile

- 17. *ARTICLE 601.07 HEALTH INSURANCE*
- ARTICLE 601.08 DENTAL INSURANCE*
- ARTICLE 601.09 OPTICAL INSURANCE*

UNION'S POSITION

601.07 HEALTH INSURANCE

Current contract except add to end of the third sentence: “, not to exceed \$50,000 for a Family Plan and \$20,000 for a Single Plan,” and delete reference to effective date.

RATIONALE

The Union feels that the current employee contributions are excessive when compared to others where contributions to premiums are made by employees. Also, none of the comparable county children service agencies pay any employee contribution and also have a choice of more than one plan. The Union feels our proposal will protect employees from unpredictable rate changes, and that the agency’s financial situation will allow them to absorb any such rate changes without hardship.

EMPLOYER'S POSITION

Current Contract

RATIONALE

CSB absolutely rejects this proposal inasmuch as the agency thereby would be forced to assume any increase in premiums that may occur during the term of the contract. Indeed, a review of the premium contributions made in comparable agencies indicates that CSB’s position is sound.

<u>AGENCY</u>	<u>EMPLOYEE CONTRIBUTION</u>
Montgomery County CSB	10%
Wayne County CSB	30%
Allen County Human Services	25% w/wage supplement
Summit County Human Services	10%
Summit County Executive	10%

Also, this is yet another unneeded proposal. The group premiums for health care coverage of bargaining unit employees have been spiraling downward. Effective April 1, 1997, the applicable premiums decreased again.

UNION'S POSITION

601.08 DENTAL INSURANCE

601.09 OPTICAL INSURANCE

Current contract except add to end: “, not to exceed the amount of the employee contribution in effect at the time of the signing of this Agreement.”

RATIONALE

The Union feels the amount employees currently contribute is adequate and does not need to be increased. Furthermore, the agency is in a financial position to absorb future premium increases with minimal impact.

EMPLOYER'S POSITION

Current Contract

RATIONALE

The Employer does not see a need for the additional language proposed by the Union.

DISCUSSION

The facts in this matter indicate that the Employer has had recent favorable experience regarding insurance usage during the past year. The rates for insurance have gone down for the next experience year which runs until April of 1998. The Union wishes to place a cap on their premium payment which is not an uncommon proposal; however, it can be better supported during periods of rate increases and not decreases. The Union makes the point that other children services agencies do not pay any employee contributions. However, a review of the comparables reveals more of a mixture of payment arrangements. Some employees pay as much as 30% of the premium, while others pay nothing.

The trend in negotiations over the past several years has been for bargaining unit employees to share in the cost of health care premiums. One reason for this trend was to educate employees regarding the significant cost of this benefit. A benefit like health insurance, which costs several thousand dollars per employee per year, can be easily taken for granted without some employee participation in its cost. The 10% premium payment by employees is a significant amount of money, but it is not uncommon in today's labor management environment. The fact that the parties for several years mutually agreed to have employees share in the premium costs is significant.

Timing is an important factor in making gains in negotiations. It is not an optimal time for the Employer to ask the employees to pay more. Likewise, there is insufficient evidence to support a cap to protect employees from premium increases that currently don't exist.

RECOMMENDATION

Maintain current contract language

18. ARTICLE 601.15 CASEWORKER PROMOTIONS

UNION'S POSITION

All caseworkers will be assigned to classifications as follows:

Caseworker I - Training Unit Caseworkers

Caseworker I-A - Caseworkers who possess a bachelor's degree

Caseworker I-B - Caseworkers who possess a bachelor's degree and three (3) years accumulated service with the agency as a Caseworker I and/or I-A

Caseworker I-B Specialist - Caseworkers who possess a bachelor's degree and four (4) years accumulated service with the agency as a Caseworker I-B

Caseworker I-C - Caseworkers who possess a master's degree in a field other than social work

Caseworker I-C Specialist - Caseworkers who have completed seven (7) years post Master's degree accumulated service with the agency as a Caseworker I-C

Caseworker II - Caseworkers who possess a master's degree in social work

Caseworker II Specialist - Caseworkers who have completed seven (7) years post master's degree accumulated service with the agency as a Caseworker II

Caseworker I's shall be promoted to Caseworker I-A upon completion of their six (6) month training unit assignment.

Part-time employees classified in any of the above caseworker classifications shall receive the appropriate promotion upon completion of the equivalent of the accumulated full-time service necessary for the promotion.

RATIONALE

The Union proposal for casework promotions reflects the agency's current practice of recognizing that advanced education and work experience are valued in retaining and hiring competent and qualified staff. The current contract provides for caseworker promotion staff with a Masters Degree in Social Work. It also provides for casework promotions after three years with a Bachelors Degree and for an additional promotion at seven years post Masters. The union position is that there is presently no recognition for other related masters degrees although they are license eligible, and their special educational qualifications are utilized by management in promotions to supervision and in providing client services. These employees are paid at the rate of bachelors degreed employees even though they perform the exact same job duties. The Union also believes experienced bachelor degreed staff who are valued for their service by being given more complex cases and who are sought out to mentor new staff deserve a promotion. These employees should also be given a promotion reflecting their value consistent with that of the post master seven year promotion. Recognizing these inequities, the Union proposes a classification for bachelors degreed staff that would provide for another promotion at seven years. This promotion would be consistent with the agency's promotion of post masters staff at seven years which recognizes experience as a valued learning tool. In addition the Union proposal corrects the inequity of masters related degreed staff being paid at the rate of a Bachelors Degree.

The Union's proposal reflects the current practice and the intent in our history of bargaining caseworker promotions. Our proposal adds two promotions for degreed caseworkers, one of which recognizes a related field masters degree and the other of which adds one additional level for a bachelor degreed caseworker in recognition of experience gained at this agency. This proposal promotes retention of competent and qualified staff, which contributes to the quality of service to our clients. CSB has demonstrated no need to change the current practice.

The Union objects to management's proposal in this area because they see it as nothing more than a back-door method of granting "merit" raises to the professional staff, while ignoring support staff. Management's proposal makes the caseworker promotion conditional on a satisfactory performance evaluation. It is interesting to note that management takes the opposite position when it comes to merit increases for all of the bargaining unit; i.e., merits need to be deleted because they were not truly based on merit due to CSB's supervisor's alleged inability to document poor performance. The merit language in our previous contract was also conditional on a satisfactory performance evaluation.

The Union also objects to the condition in CSB's proposal that requires a license, even though the Social Work License language (Section 601.20) specifically states those employees who were grandfathered originally shall not be discriminated against in any way.

EMPLOYER'S POSITION

ALL CASEWORKERS WILL BE CLASSIFIED AND/OR PROMOTED ACCORDING TO THE FOLLOWING CRITERIA:

1) ELIGIBILITY FOR CASEWORKER PROMOTION WILL BE BASED UPON:

A) EMPLOYEE'S TWO MOST RECENT PERFORMANCE EVALUATIONS BEING SATISFACTORY AND

B) POSSESSING AND MAINTAINING THE APPROPRIATE LICENSURE

THE CLASSIFICATIONS WILL BE AS FOLLOWS:

CASEWORKER I: AGREE WITH UNION PROPOSAL 4/4/97

CASEWORKER I-A: CASEWORKERS WHO POSSESS A BACHELOR'S DEGREE. CASEWORKER I'S SHALL BE PROMOTED TO CASEWORKER I-A UPON COMPLETION OF THEIR SIX (6) MONTH TRAINING UNIT ASSIGNMENT

CASEWORKER I-B: AGREE WITH UNION PROPOSAL 4/4/97

CASEWORKER I-C: CASEWORKERS WHO POSSESS A MASTERS DEGREE IN A HUMAN SERVICES RELATED FIELD OTHER THAN SOCIAL WORK

CASEWORKER I-C SPECIALIST: CASEWORKERS WHO HAVE COMPLETED FIVE (5) YEARS POST MASTER'S DEGREE ACCUMULATED SERVICE WITH THE AGENCY AS A CASEWORKER I-C AND WHO HAVE OBTAINED AN LISW OR LPPC

CASEWORKER II: AGREE WITH UNION PROPOSAL 4/4/97

CASEWORKER II SPECIALIST: CASEWORKERS WHO HAVE COMPLETED FIVE (5) YEARS POST MASTER'S DEGREE ACCUMULATED SERVICE WITH THE AGENCY AS A CASEWORKER II AND WHO HAVE OBTAINED AN LISW

PART-TIME EMPLOYEES CLASSIFIED IN ANY OF THE ABOVE CASEWORKER CLASSIFICATIONS SHALL BE PROMOTED BASED UPON THE ABOVE CRITERIA AND UPON COMPLETION F THE EQUIVALENT OF THE ACCUMULATED FULL-TIME SERVICE

NECESSARY FOR THE PROMOTION

CASEWORKERS CURRENTLY CLASSIFIED AS I-B AND CASEWORKER II SPECIALIST WILL NOT BE REQUIRED TO MEET THE CRITERIA FOR THOSE CLASSIFICATIONS.

RATIONALE

CSB seeks to institute use of the following criteria, in addition to length of service requirements, in order for employees to qualify for Caseworker promotions:

- (A) Employee's two most recent performance evaluations being satisfactory; and
- (B) Possessing and maintaining the appropriate licensure.

The Agency thereby seeks to implement a review of a candidate's qualifications.

CSB likewise has rejected the Union's proposals regarding the Caseworker I-B specialist and Caseworker I-C Specialist positions. The I-B Specialist proposal is nothing more than a longevity based promotion; it does not require any additional educational achievement, but rather merely years of service. The I-C Specialist proposal is unacceptable since it requires a master's degree in any field. CSB would agree to add such a classification if and only if the requirements for promotion were five year's service *and* licensure as an LISW or LPCC. The same restrictions are sought for the Caseworker II Specialist position.

The Agency also seeks to restrict the Caseworker I-C classification to those employees who hold a master's degree in a *human services related field* other than social work. CSB also seeks to add that upon promotion to the classifications of Caseworker I-B, Caseworker I-C Specialist, and Caseworker II Specialist, a four percent (4%) promotional adjustment will be made to the employee's then current rate of compensation.

DISCUSSION

The parties worked toward resolution of this issue; however, the sticking points in resolving the differences resided in the approach each party took toward the criteria for promotion. The Employer's approach emphasized education and evaluation, while the Union emphasized education and experience. Both positions have a great deal of validity if the evaluations are reliable and if the experience helps the employee to grow professionally. The parties did conceptually propose some compromises which represent the following recommendation:..

RECOMMENDATION

Maintain current contract language for the first year of the Agreement.

Agreed upon changes by the parties prior to fact-finding shall form the basis of discussions to take place over the next 6 to 8 months. Said discussions shall be held by a Quality and Professional Advancement Committee (QPAC). QPAC shall be comprised of four (4) caseworkers chosen by the Union, and approved by the Employer, and three (3) supervisors/managers chosen by the Employer, and approved by the Union. The committee members must be jointly approved by both parties in order to serve on the Committee.

The chair of the QPAC shall be the Director of Social Services and he shall represent the 8th committee member. The Committee shall be chosen and shall meet within sixty (60) days from the date the Agreement is ratified. The QPAC is responsible for reaching consensus on agreed upon changes to Article 601.15. All committee members must agree to changes in order for a change in language to be subject to ratification. Said changes shall be in writing, shall be signed by each committee member and shall be submitted to the Executive Director and to the Union President no later than February 27, 1998. In order for the language of Article 601.15 to be modified from current language, it must be ratified by a vote of each of the parties. All changes approved by the parties, shall be reduced to a Memorandum of Understanding, shall represent the new Article 601.15 and shall go into effect on April 1, 1998.

19. ARTICLE 601.19 FAMILY MEDICAL LEAVE

UNION'S POSITION

Current Contract except:

In subparagraph G., delete all language after the first sentence.

Add new subparagraph I. - Upon return from Family and Medical Leave, the employee shall be returned to their same job duties in the same unit, department, and classification. In situations where the position is filled by a new hire during the employee's leave, the replacement will be reassigned to another position within the same classification upon the employee's return from such leave. In the event that the employee on leave decides not to return, the replacement employee shall continue in that assigned position subject to the provisions of ARTICLE 401.01.

RATIONALE

Currently some employees who require family leave are now also faced with the prospect of losing the position they held at the time of the leave. Management has given no rationale as to

why different employees returning to work are treated differently, or for who they arbitrarily choose not to allow to return to their same job and instead hire a replacement permanently into the job and displace the employee who required the leave. The Union's position is that every employee should have the right to return to the job that they left (or originally bid into) and should not be faced with the possibility and fear of being replaced and discriminated against simply because they needed to utilize family leave. Furthermore, this action goes against every philosophy that this agency publicly promotes in terms of the importance of families and individuals (which certainly the employees of this agency should be able to expect) as employees may be penalized for taking the needed leave.

EMPLOYER'S POSITION

CWA proposes to change Section 601.19 of the Agreement concerning Family and Medical Leave by requiring that "upon return from Family and Medical Leave, the employee shall be returned to their same job duties in the same unit, department, and classification." CSB seeks to add further that

In situations where a position is filled by a replacement during the employee's leave, the replacement will be reassigned to another position within the same classification upon the employee's return from such leave. In the event that the employee on leave decides not to return, the replacement employee may continue in that assigned position subject to the provisions of Article 401 [Probationary Period and Performance Evaluations].

RATIONALE

The Agency's proposal seeks to ensure that minimum disruption occurs upon an employee's return from the Family and Medical Leave and that the Agency has the ability to meet its staffing needs. The federal Family and Medical Leave Act does not guarantee any worker their former job. Neither can CSB.

DISCUSSION

The parties worked toward resolution of this article during negotiations and came very close to an agreement. The change being sought by the Union is to provide an employee returning from Family and Medical Leave with the ability to return to their former job.

This occurs most often with women employees who take time off to have a baby. Conceptually, the parties appeared to agree in principle that this change was reasonable; however, finding the right language proved to be a greater task.

Neither party provided evidence during the fact-finding process that would give this fact-finder reason to depart from the path the parties were pursuing to resolve this issue

RECOMMENDATION

Maintain current contract language, except in subparagraph G, delete all language after the first sentence and add a new subparagraph I:

Upon return from Family and Medical Leave, the employee shall be returned to their same job duties in the same unit, department, and classification. In situations where the position is filled by a new hire during the employee's leave, the replacement will be reassigned to another position within the same classification upon the employee's return from such leave. In the event that the employee on leave decides not to return, the employer may not be required to post the position and the replacement employee shall continue in that assigned position subject to the provisions of the Agreement.

20. *ARTICLE 601.20 SOCIAL WORK LICENSES*

UNION'S POSITION

A. Social workers hired after April 1, 1994, or employees promoted into caseworker positions, must possess a valid Ohio License: Licensed Social Worker - LSW; Licensed Independent Social Worker - LISW; Licensed Practical Counselor - LPC; Licensed Practical Clinical Counselor - LPCC

B. Social Workers employed by the Agency prior to April 1, 1994, who are eligible to be licensed, but are not licensed, must take the examination once every six (6) months until the license is obtained. Those who are not eligible to be licensed are not subject to these provisions. Employees shall not be discriminated against in any way as a result of not having their license.

C. The Agency will pay the cost of the initial license application fee, the initial test fee, and the initial license fee. All other costs including annual license renewal will be borne solely by the employee

RATIONALE

The Union's proposal is adequate to accommodate the agency's desire to have caseworkers obtain and maintain their professional licensure.

The Union feels its proposal on licenses is much more concise than CSB's, which is ambiguous in terms of who is required to be licensed.

CSB's proposal also would require those eligible to be licensed who have not yet obtained their license to take the licensure test quarterly, and the Union's proposal would require it every six months. While CSB takes a position that their proposal reflects changes made by the state licensing Board, it fails to take into account the fact that the licensing board also has a requirement stating if someone fails the test, they cannot re-test until 90 days later. Therefore, it would be difficult to meet the quarterly obligation in CSB's proposal, and the Union's proposal would give the employee a little flexibility. If the Union were to agree to CSB's proposal, it is possible that an employee may lose their job due to being jammed up on calendar dates. The Union's proposal requiring CSB to pay the initial test fee reflects current contract. The Union feels its proposal meets both the agency's and the employee's needs.

In Franklin County, possession of a license is not a working condition; however, if a caseworker has a license, they receive a two percent or four percent bonus, based on which license they hold, if they keep their license current.

Also in Lucas County, possession of a license is not a working condition, and the caseworkers there receive a four percent or an eight percent bonus per year, based on which license they hold, if they keep their license current.

CSB's proposal is so broad that it could lead to licensure requirements being imposed mid-contract on employees in classifications other than caseworkers without the ability for the Union to bargain over said changes.

EMPLOYER'S POSITION

A. Employees in classifications requiring professional licensure must have licensure upon hire and must maintain current required licensure at their own expense.

B. Employees currently employed in classifications requiring professional licensure, but not licensed at the signing of this Agreement, shall be required to take the appropriate licensure examination once every calendar quarter until they become successfully licensed. Those employees occupying positions requiring licensure and not eligible to be licensed at the time of the signing of this Agreement shall not be discriminated against in any way as a result of not having their licensure.

C. Current Contract.

RATIONALE

CSB seeks to modify Section 601.20 concerning Licensure for Social Workers by requiring that all employees in classifications that require professional licenses have such licenses upon their hire and *maintain* that license throughout the term of the Agreement at their own expense. CSB also proposes that current employees who do not possess a license be required to submit to the appropriate licensure examination at least quarterly until they obtain such licensure.

This proposal reflects modifications made by the state licensing Board in scheduling examinations.

The Union's proposal requires that an employee submit to a licensure examination only once every six months, initially at the Agency's expense. Currently the contract provides that the Agency will pay only for the initial LSW examination and license fees. The Union also proposes that only employees hired after April 1, 1994, or promoted into Caseworker positions be required to hold an LSW, LISW, LPC or LPCC degree.

DISCUSSION

The parties diligently worked toward resolution of this issue during negotiations and during the day of the fact-finding hearing. Through the assistance of the Fact-finder a conceptual agreement was reached on language the parties could agree upon. This conceptual agreement was not reduced to a tentative agreement because of the rules under which the parties held their discussions. However, the facts and evidence provided by the parties do not support a better resolution of the differences between the parties than the one they worked out during negotiations.

RECOMMENDATION

Article 601.20 shall read as follows:

A. Caseworkers and Nurse I's must have licensure upon hire and must maintain current required licensure at their own expense. LSW and LISW are acceptable licensure for caseworking.

B. Caseworkers who, at the time of the signing of this Agreement, are eligible for licensure but not licensed, shall be required to take the appropriate licensure examination three (3) times per calendar year until they become successfully licensed. Those employee occupying positions requiring licensure and not eligible to be licensed at the time of the signing of this Agreement are not subject to these provisions and shall not be discriminated against in any way as a result of not having their licensure.

C. The Agency will pay the cost of the initial license application fee, the initial test fee, and the initial license fee. All other costs including annual license renewal will be borne solely by the employee.

21. ARTICLE 601.21 COURT LEAVE

UNION POSITION

The attorneys for both parties have a copy of this language; however, we were unable to obtain it to place in this document.

RATIONALE

The Union did not desire any change in the current contract, and we feel we have done as much as we can to accommodate management's proposed changes.

The Union did not seek a change in the current contract language. The Union has made every effort to accommodate CSB's concerns around the current language in Court Leave by defining what constitutes a personal matter in our last counter proposal. Our last counter proposal is the most we can do to help, while not jeopardizing employees under subpoena to testify. CSB's pre-hearing statement claims employees may use compensatory time, personal time, or vacation to cover court appearances which are personal in nature, however, the language they have on the table does not reflect this. The Union wonders what an employee would do if a supervisor decided to say no to allowing the time off to testify. It should also be noted that the Court Leave language in our contract was never intended for agency-related matters, as this would be work time, not court leave time.

EMPLOYER'S POSITION

Change the current language to distinguish between court leave for work related matters and court leave for personal matters.

RATIONALE

CSB's proposal would continue to pay an employee their full wage in the event they are called to jury duty or if their court time is job related. However, CSB seeks to distinguish between purely personal court appearances, such as a divorce action or traffic court appearance, and Agency related matters. Employees may use compensatory time, personal time or vacation time earned during their employment to compensate for any time off due to personal court appearances.

DISCUSSION

The parties spent considerable time negotiating a change in this language that was being sought by the Employer. Comparable data provided by the Employer supports a bifurcation of the current language to distinguish between court leave for work-related matters and court leave for personal matters.

The conceptual language worked out by the legal representatives of the parties is a reasonable compromise.

RECOMMENDATION

Maintain current contract language, except add a second paragraph that reads as follows:

In issues related to non-employment matters, employees shall be granted their leave of choice (i.e., vacation leave, personal leave, accrued compensation time, holiday time or time off without pay).

22. *ARTICLE 602*

UNION'S POSITION

602.01 - WAGES

A. Effective on April 1, 1997, a general increase of five (5) percent of his/her current salary shall be granted to each Bargaining Unit employee regardless of whether said increase will take an employee's salary over the top of the new range. The salary scales shall be as follows:

SCHEDULE "D"

GRADE	CLASSIFICATION	SALARY SCALES
1	Network Support Coordinator PC/Network Technician	\$26,178.10 - \$32,924.85
2	Carpenter II Painter II PC Training Instructor KIDS 2100 Training Coordinator	\$25,383.79 - \$32,819.07
3	Painter I Auto Mech./Maint Worker II Carpenter I Account Clerk II Computer Operator Maintenance Repair Worker II Accounting Automation Specialist	\$23,521.60 - \$30,782.74

4	Stenographer II Recreation Coordinator Paralegal Volunteer Program Assistant	\$22,884.19 - \$29,830.70
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5	Stenographer I Clerical Specialist Forms Specialist Account Specialist I Adoption Subsidy Specialist Billing Analyst	\$22,306.03 - \$29,090.22
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GRADE	CLASSIFICATION	SALARY SCALES
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Coordinator of Eligibility Determination
Records Specialist/Closed Records
Records Specialist/Open Records
Records Specialist/Document Imaging
Information Referral Specialist
Dental Secretary
*Help Desk Operator

6	Typist II Account Clerk I Data Entry Operator I Clerk II Cook II Food Service Worker I Groundskeeper I Accounts Payable Clerk Medical Payments Clerk Processor of Eligibility Determination Quality Assurance Review Scheduler Visitation Scheduler/Receptionist Child Support Specialist Records Clerk/Closed Records	\$21,762.34 - \$28,534.86
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7	Clerk I Cook I Storekeeper I	\$21,253.71 - \$27,794.39
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8	Custodial Worker I	\$20,384.34 - \$26,696.51
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*Denotes upgraded/new classifications

SCHEDULE "C"

GRADE	CLASSIFICATION	SALARY SCALES
1	*Caseworker II Specialist *Computer Programmer Analyst	\$35,870.15 - \$44,480.88
2	*Caseworker II *Caseworker I-C Specialist *Computer Programmer	\$33,653.50 - \$42,800.72
GRADE	CLASSIFICATION	SALARY SCALES
3	*Caseworker I-B Specialist *Caseworker I-C *Computer Programmer Assistant Nurse I Research Analyst Quality Review Specialist	\$31,226.79 - \$40,481.31
4	Caseworker I-B Homefinding Recruiter Community Relations Specialist	\$29,822.64 - \$37,253.10
5	Caseworker I-A Tutor	\$27,871.54 - \$33,853.46
6	Caseworker I	\$26,432.25
7	Help Desk Coordinator Librarian I Records Audit Specialist	\$25,291.02 - \$31,568.00
8	Senior Day Care Worker	\$22,653.55 - \$30,564.16
9	Child Care Worker II Recreation Aide Social Service Aide II Day Care Worker Dental Assistant	\$21,966.51 - \$29,222.45

*Denotes upgraded/new classifications

B. Effective on April 1, 1998, a general increase of five percent (5%) of his/her current salary shall be granted to each Bargaining Unit employee regardless of whether said increase will take an employee's salary over the top of the new range. Salary ranges shall also be adjusted accordingly.

C. Effective on April 1, 1999, a general increase of five percent (5%) of his/her current salary shall be granted to each Bargaining Unit employee regardless of whether said increase will take an employee's salary over the top of the new range. Salary ranges shall also be adjusted accordingly.

Union reserves the right to make proposals at a later date regarding pay scale assignments for any additional classifications which may later be agreed upon as being in the Bargaining Unit.

RATIONALE

The Union feels that due to cost of living expenses going up over the next three years, all employees need an increase in wages that will cover this. In addition, the employee contribution to health care premiums in the last contract resulted in the across-the-board increase being totally absorbed for some employees. In fact, those at the bottom of their pay scale actually took home less money after their raise. Also contributing to the employee's lack of ability to keep up with the cost of living was the loss of merit increases.

The Union upgraded some positions because we felt that for the job responsibilities and the qualifications required for it, the wage scales were too low.

CSB has proposed a 2 ½ percent general increase per year over three years. This increase will not be enough to keep employees current with the increase in the cost of living.

CSB's pre-hearing statement outlines general increases granted by "similar" agencies, but fails to include all the pertinent details regarding all of the wage increases included in their contracts. All SERB-declared comparable children services agencies have received higher wage increases than are being offered by CSB.

Exhibit A Summary of Wage Increases Granted by SERB-Declared Comparable Agencies demonstrates that Franklin County CSB has been granted 18.25 percent wage increases over their current three year contract; Montgomery County CSB has been granted 12.8 percent wage increases over their current two year agreement, and Lucas County CSB and Lucas County CSB Nurses have been granted 12 to 16 percent wage increases over the first two years of their current contract, with a wage re-opener in the third year.

CSB has also proposed to eliminate the salary ranges for all classifications and replace them with "hiring rates". These rates define the amount to be paid to employees upon hiring into the agency. Management's original wage proposal listed both top and bottom rates for a salary

range for all classifications in the C scale and for the highest classification on the D scale. Management later offered a counter proposal that eliminated the tops of the scales for all classifications and offered a one percent to six percent range above the hiring rate for caseworkers only. The Union position is that this second proposal actually offered bargaining unit employees less, in that under the first proposal, any one hiring into any position could have been and have been hired in at the top figure in the salary range -- for example, Jerry Gearhart began employment in September, 1996, at the top of the range for computer programmers. Under CSB's second proposal, no employee could be hired in at a rate above the minimum except for caseworkers. Caseworkers in the second proposal could only be hired in at rates less than half of what were offered in the original proposal. Therefore, the Union feels that CSB's second salary proposal represents bad faith bargaining.

CSB's proposal to eliminate salary ranges would also impact the determination of promotional increments. If an employee bids under the posting procedures and is selected for a promotion, salary ranges are necessary to determine what the promotional increment should be.

Additionally, using hire rates rather than salary scales over time will devastate the bargaining unit employees' earning power, in that eventually every single employee will be working at entry level pay rates, lowering the agency's per hour cost of labor drastically and lowering its employees' stand of living.

EMPLOYER'S POSITION

A. Section 602.01 - Effective April 1, 1997, each Bargaining Unit employee shall receive a two and a half percent (2.5%) increase in his/her current salary. Effective April 1, 1998 and April 1, 1999, each Bargaining Unit employee shall receive a two and a half percent (2.5%) increase in his/her current salary. **The salary ranges for all Bargaining Unit positions in the following classifications will be increased by two and a half percent (2.5%) effective April 1, 1997, April 1, 1998, and April 1, 1999.**

B. Eliminate ranges from the Agreement.

RATIONALE

CSB has proposed two and one-half percent (2 ½%) for each year of the three year contract. The Agency proposal also would permit CSB to pay persons hired into certain delineated positions an additional one to six percent (1% to 6%) of the base salary based upon the new hire's work experience in the field for which they are hired. Also, as mentioned above, CSB seeks to eliminate the top end of the salary scales set forth in the contract since they serve no purpose. Conversely, the Union seeks to increase the top end of each salary by \$1,000 across-the-board.

The following is a summary of the wage increases granted by similar agencies:

Lorain County CSB	1 1/2% effective 4/1/97
Franklin County CSB	3 1/4% effective 2/1/97
	3 1/4% effective 2/1/98
Montgomery County CSB	1.7% effective 2/13/96
	1.7% effective 1/13/97
Allen County Human Services	3% effective 1/1/97
	3% effective 1/1/98
Geauga County Human Services	10 cents effective 5/11/97
	15 cents effective 5/11/97 for top scale
Lake County Human Services	3% effective 7/1/97
Stark County Human Services	3% effective 8/1/97
	3% effective 8/1/98
Summit County Human Services	3 1/2% effective 10/1/97
	3 1/2% effective 10/1/98
Summit County Executive	3 1/2% or 40 cents effective 4/1/97 (greater)
	3 1/2% or 40 cents effective 4/1/98 (greater)

DISCUSSION

The salary increases over the past several years have hovered around the 3 to 4% range in both the private and public sector. Inflation over the past several years has been at or under 3% and even that figure has been under scrutiny during recent months. In 1995 and 1996 SERB reported average annual salary increases to be in the range of three and one-quarter percent (3.25%). As the Union pointed out in its data, many of the increases given by comparable public sector units do not include annual step increases. True comparability is difficult given these other built-in wage factors. The recent bargaining history of the parties reflects an increase in wages of eleven percent (11%) during the last contract period. However, this figure included a buy of merit pay by the Employer.

The parties are 1.75% apart in their across the board wage demands. This difference is reflective of the wage stability and predictability that has persisted in the 1990's. However, the parties are far apart on the issue of wage range. The Employer does not believe a wage range exists, while the Union insists that it exists. There are no comparables to help resolve such a disparate difference of opinion. A conventional approach to this issue favors the Union, in as much as most employers have wage ranges. Many of these ranges take the form of wage steps and wage columns, such as those which exist in state service.

Ability to pay is not an issue; however, the importance of a maintaining relative consistency in the county does play a significant role in these negotiations. The comparables in Summit County have are particularly importance at this time in the Board's history and may be of even more importance in the future.

RECOMMENDATION

1. Wage ranges shall be maintained and are to be included in the Agreement. Additionally, the current practice of hiring new employees in the range shall remain the same.
2. ARTICLE 602.01 Shall be modified as follows:

Section 602.01 Effective April 1, 1997, each Bargaining Unit employee shall receive a three and one-half percent (3.5%) increase in his/her current salary. Effective April 1, 1998, each Bargaining Unit employee shall receive a three and one-half percent (3.5%) increase in his/salary. Effective April 1, 1999, each Bargaining Unit employee shall receive three and one-half percent (3.5%) salary increase in his/her salary. The salary ranges for all Bargaining Unit positions have been increased by three and one-half percent (3.5%) effective April 1, 1997 and will be increased by three and one-half percent on April 1, 1998 and April 1, 1999.

23. *Article 602.02 SHIFT DIFFERENTIAL*

UNION'S POSITION

Current contract except replace first sentence with the following: "All full-time and part-time employees working four (4) or more hours between the hours of 3:00 p.m. and 7:00 a.m. shall receive a shift differential of fifty cents (\$.50) per hour.

RATIONALE

The amount of shift differential has not been raised since 1987. Both the Union and management agree that full-time and part-time employees working the second or third shifts should receive a shift differential. The Union's proposal raises this differential by twenty cents per hour. Approximately 20 staff are covered by this proposal, and the cost of the Union's proposal is minimal. Employees who must go out into dangerous neighborhoods after dark or child care workers who work during a shift on which all of the residents of the unit are home from school should be compensated for the extra risks involved.

Management's pre-hearing statement indicated that many agencies do not offer shift differential at all. That would be because our agency is one of a few that offers second shift casework services and runs a 24-hour operation in our residential program.

EMPLOYER'S POSITION

Add language to first sentence: "Full-time and Part-time employees..."

RATIONALE

This Section provides for a shift differential for employees who work after 3:00 p.m. CWA seeks to increase the shift differential paid by CSB from thirty cents (\$.30) to fifty cents (\$.50) per hour. CSB rejects this proposal. A review of comparable contracts clearly indicates that CSB's position is well-supported. Indeed, very few comparable agencies provide *any* shift differential whatsoever.

The Summit County Executive Agreement provides second shift employees with a twenty-five cent (\$.25) shift differential, and third shift employees a thirty-five (\$.35) differential.

DISCUSSION

The arguments made by the Union in requesting a change in the shift differential are related to the type and safety considerations of the work for employees who work other than day shift. The work these employees do is understandably made more difficult especially for child care workers who have to contend with all the residents of a unit during their work hours. However, the comparable data does not support a change in the 30 cents per hour shift premium currently being paid. Other children services boards cannot be considered given the structure of their operations. However, the Summit County Executive Office is at the lower rate of 25 cents per hour for second shift work and this is an important comparable.

RECOMMENDATION

Maintain current contract language

24. *ARTICLE 602.03 EMERGENCY BEEPER SYSTEM*

UNION'S POSITION

Union's agreement to change the Emergency Beeper system is contingent upon Management's agreement to the Union's proposal regarding language and compensation.

Union: See 1988 language on Emergency Beeper System except change rates to:

Weekdays - \$40.00

Weekends - \$50.00

Holidays - \$60.00

RATIONALE

The Union did not desire any change in the current contract, and we feel we have done as much as we can to accommodate management's proposed changes.

The Union has attempted to accommodate management's concerns in this area. We feel comfortable that the needs of the clients and the agency can be met either by keeping current contract in this area or by using the system that was in place prior to the current system. The change from an on-call system in 1988 to the current voluntary system was done at management's request, and we can revert to the old system if that is the system they wish to use. What we cannot agree to is to have employees on "on-call" status and subject to mandatory response, without any compensation for that availability. That is unreasonable. Nor can we have full-time staff, who are scheduled to work all day, be called in the middle of the night and then kept over because it is cheaper for management to keep them all night than it would be to call in someone else. Management's proposal subjects employees to these conditions, and this is unacceptable to the Union.

EMPLOYER'S POSITION

Proposed Section Title Change to "After-Hours Beeper System"

Social work staff may be needed to cover after-hours referrals and/or emergencies during the hours from 4:30 p.m. until 8:30 a.m. weekdays and twenty-four (24) hours per day on weekends and holidays beginning at 8:30 a.m. Following is the system to be used to cover such needs:

The after-hours compensation rates for the after-hours beeper staff on the After-Hours Beeper System for the periods of coverage noted above shall be in accordance with the following schedule:

Weekdays	\$40.00/day
Weekends	\$50.00/day
Holidays	\$60.00/day

Actual time required to respond to an after-hours call shall be compensated at the rate of one and one-half (1 1/2) times the employee's hourly rate of pay for actual time worked. The employee will be granted a minimum of two (2) hours call-out pay for the first call-out only. Additional pay for calls received during the two hour period will begin after the two hours have expired.

Schedule: The beeper schedule will consist of an assigned beeper person for each day of the week. Scheduling will occur for each day of the week to ensure that a beeper person is scheduled for each of the days of the year.

(Example: every Monday of the year; every Tuesday, etc.) The beeper list will be selected from the most senior Social Work staff responding to the announced openings for the After-Hours Beeper assignment. Staff may request to be selected for multiple assignments (i.e., every Tuesday and Thursday or other combination); however, final staffing selection rests with the Department Head of Intake Services based upon Social Worker seniority. Each respondent can be selected for up to two (2) assignments (unless an inadequate number of respondents are received).

Waiting List: An After-Hours Beeper Waiting List (in order of seniority) will be maintained of any staff voluntarily wanting to provide beeper coverage. This Waiting List shall be maintained by the office of the Department Head of Intake Services. Qualified staff wishing to place their names on the Waiting List may notify the Department Head of Intake Services at any time.

Once a staff person voluntarily places his/her name on the Waiting List, he/she implicitly agrees to provide coverage as needed for the day they pre-select unless he/she removes his/her name from the list.

If an assigned beeper worker becomes unable to fulfill their beeper assignment, staff from the Waiting List will be assigned, in order of seniority.

Qualifications: A minimum of six (6) months' experience as a Summit County Children Services Social Worker and completion of initial-hire probationary period are required prior to being placed on any beeper assignment. Social Work staff are required to have after-hours Intake beeper, referral or case plan experience within the last six (6) months.

Notice of Withdrawal/Permanent Schedule Change: A minimum of fourteen (14) days' notice to the Department Head of Intake Services is required before beeper staff may withdraw from the scheduled beeper program or before a permanent schedule change can be made.

Upon notification to the Department Head of Intake Services of the desire for a withdrawal or permanent schedule change from the beeper schedule, the Department Head of Intake Services will select from the Waiting List, in order of seniority, to fill the assignment.

Reference to Other Sections: It is expressly agreed that Section 304.01 and Section 304.04 (Article 304 - Report and/or Call-In Pay) do not apply to Section 602.03 (After-Hours Beeper System).

RATIONALE

Currently, employees sign up for beeper duty and thus volunteer to carry a beeper and make themselves available for emergency calls. However, under the current language, an employee who is called to respond to an emergency has the option whether or not they wish to respond. This option has caused considerable hardship for the Agency and the children it

services. Clearly, when employees can choose not to respond, the Agency is forced to call numerous employees until a true "volunteer" is located, wasting valuable time and resources. Accordingly, CSB's proposal would require that once an employee volunteers to carry a beeper, he or she must respond when called for emergency duty.

CSB's proposal limits the number of hours an employee can be compensated for once they have been called in on an emergency. CSB proposes that employees receive a minimum of two hours call-out pay.

DISCUSSION

The parties attempted to resolve this issue through the negotiations process and the Union made considerable movement toward the Employer's position. The Employer is seeking a responsive and cost effective method of being able to respond to the after hour referrals and emergencies. The major sticking points during the attempt by the parties to resolve this issue were related to the minimum call-out time and the amount of compensation due to those who are called out from the waiting list. Currently employees receive 4 hours of overtime pay for each call-out, regardless of the amount of time it takes to do the work. However, no standby pay is provided.

The Employer provided convincing arguments that this system is not reliable and is insufficient to meet the growing demands the Board faces in these types of matters. The Union's arguments regarding the imposition of being "available" are reasonable in the context of an involuntary system; however, the Employer is proposing a voluntary system of availability which represents a fundamental shift in methodology from the "draft" to an "all volunteer army" of available on-call employees.

RECOMMENDATION

Article 602.03 shall be modified by the language submitted by the Employer, except for the following changes:

The third paragraph of the employer's language shall read as follows:

Actual time required to respond to an after-hours call shall be compensated at the rate of one and one-half (1 1/2) times the employee's hourly rate of pay for actual time worked. The employee will be granted a minimum of three (3) hours of call-out pay for the first call-out only. Additional pay for calls received during the 3 hour period will begin after the 3 hours have expired. If an employee is called from the waiting list and works, he/she shall receive the same beeper pay provided to the assigned beeper person, in addition to all other rates of pay and minimums described herein.

25. *NEW ARTICLE PUBLIC EMPLOYEE'S RETIREMENT SYSTEM*

UNION'S POSITION

On the effective date of this Agreement, in addition to the 13.95 percent required employer contribution into P.E.R.S., the Employer shall also contribute the 8.5 percent required employee contribution on behalf of the employee.

RATIONALE

The Union feels that this benefit is a viable option when considering a total wage package. Inclusion of such an option in wages adds to the employee's income without escalating wage scales and benefit costs.

Franklin County Children Services employees have complete P.E.R.S. pick-up.

Neither Lucas County nor Montgomery County have P.E.R.S. pick-up, however, they do have step raises, as well as longevity in their base rates, currently in place.

EMPLOYER'S POSITION

No new language

RATIONALE

The employer does not want to add an additional benefit.

DISCUSSION

The Union made it clear during fact-finding that this proposal was to represent an option for the Employer to consider in combination with a salary increase. The Employer did not give the slightest indication that it had an interest in moving in this direction. This Fact-finder has been involved in several negotiations in which PERS pick-up was included in the final settlement of the parties. However, in all of these cases the parties had a mutual interest in having such an arrangement and wages were accordingly affected.

Comparables in this area exist in the area of children service agencies, with implementation having a significant impact on wages. There was no indication by the parties that they were willing to agree to a very non-traditional minimal wage settlement in order to put into place a pension pick-up.

RECOMMENDATION

No new language

26. *NEW ARTICLE PAY SCALE EXPANSION*

UNION'S POSITION

Pay Scale Expansion

Effective April 1, 1997, pay ranges for Bargaining Unit classifications shall have **\$1,000** added to the top of each salary range.

RATIONALE

Due to the fact that there are many employees who have been at the top of their pay scales and have not received a merit increase in a very long time, this proposal was put on the table as an option in the event management is unwilling to put longevity bonuses back in the base rates of pay.

EMPLOYER'S POSITION

No new language

RATIONALE

The Employer does not want to add additional salary costs beyond its across-the-board salary offer.

DISCUSSION

This proposal is tied to the overall effort of the Union to increase salaries for bargaining unit employees. The Employer did not indicate an interest in this issue, given the fact that it has taken the position that pay scales no longer exist for employees. This issue is intertwined with the general wage increase, longevity payments, and merit pay. There is no particular basis to address this issue separately.

RECOMMENDATION

No new language

TENTATIVE AGREEMENTS

All tentative agreements reached by the parties prior to and during fact-finding shall be considered to be recommended to the parties.

Respectfully submitted to the parties this 6th day of June, 1997.

A handwritten signature in black ink, appearing to read "Robert G. Stein". The signature is written in a cursive style with a large, prominent "S" at the end.

Robert G. Stein, Fact-finder

CERTIFICATE OF SERVICE

A copy of the foregoing was served via regular U.S. Mail/or hand delivered this 6th day of
June, 1997, upon:

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