

STATE-EMPLOYMENT
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REPORT OF FACT FINDER

LOUISE HODGSON

on

SERB Case No. 97-MED-02-0154

Issued June 23, 1997

BETWEEN

WILLIAMS COUNTY COMMUNICATIONS AGENCY and
WILLIAMS COUNTY BOARD OF COMMISSIONERS

(The Employer)

AND

THE INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS,
LOCAL LODGE NO. 1349 OF DISTRICT NO. 57

(The Union)

I. HEARING

Fact Finding Hearings were held on June 28, 1997, and on June 29, 1997, in the Law Library of the Williams County Court House, Bryan, Ohio. In attendance:

For the Employer

Pete B. Lowe, Consultant
Anna Marie Saneda, Assistant Clerk,
Board of Commissioners
Tanya M. Duncan, Consultant

For the Union

John M. Roca, Attorney
David Schooley, Directing Business
Representative, IAM and AW, Dist. 57
Barbara A. Spicer, Communications Officer
Jackie McCague, Communications Officer
Douglas A. Purdon, Communications Officer

II. MEDIATION

Although the parties had not requested mediation, the Fact Finder's questions, comments and suggestions were helpful in resolving some of the issues.

Issues resolved by the parties prior to the hearing:

1. Article 2, Recognition
2. Article 4, Non-Discrimination
3. Article 8, Layoff and Recall
4. Article 22, No Strike/No Lockout
5. Article 23, General Provisions
6. New Article, Drug/Alcohol Testing

Issues Initially at Impasse, Resolved During the Hearing

1. Article 6, Grievance Procedure
2. Article 7, Seniority
3. Article 10, Overtime (Sections 1 and 2 only)
4. Article 14, Funeral Leave
5. Article 15, Unpaid Leave
6. Article 16, Paid Leave/Sick Time
7. Article 17, Personal Leave
8. Article 18, Jury Duty Leave
9. Article 20, Insurance
10. New Article, Family and Medical Leave
11. Work Rules (In present contract but not as an Article; revised and made an Article)
12. Corrective Action (In present contract but not as an Article. All except Section 4 revised and made an Article. Section 4 remained at impasse.)
13. New Article, Probation Period
14. New Article: Application of Ohio Civil Service Law
15. New Article, Severability
16. New Article, Protocols, Procedures, Policies, Work Rules
17. New Article, New Vacancies Posted

Issues at Impasse

1. Preamble
2. Article 3, Union Security
3. Article 5, Management Rights
4. Article 9, Hours of Work
5. Article 10, Overtime
6. Article 11, Wages
7. Article 12, Vacations
8. Article 13, Holidays
9. Article 19, Severance Pay
10. Article 21, Part-Time Employees
11. Article 24, Duration, New Section 24.2, Zipper Clause
12. Corrective Action, Section 4.
13. New Article, On Call
14. New Article, Union Representation
15. New Article, Physical Examinations
16. New Article, Vacancies and Promotions
15. Off-Street Parking
16. Rear Door Entrance
17. Third Dispatch position
20. College Degrees Earned
22. Fund to Pay for Attending Job-Related Schools
23. YWCA Memberships

III. CRITERIA

Consideration was given to all reliable information relevant to the issues including the criteria listed in Rule 4117-9-05(J) of the State Employment Relations Board:

1. The Collective Bargaining Agreement between the parties effective from April 1, 1995, to April 1, 1997.
2. Present practices of the parties not included in the contract.
3. Duties of Bargaining Unit members.
4. Comparisons of unresolved issues relative to employees in the Bargaining Unit with those issues relative to public employees doing comparable work, with consideration to factors peculiar to communities of comparable size, and with other employees of Williams County.
5. The interest and welfare of the public and the ability of Williams County to finance and administer the issues presented.
6. Minutes of meetings of the Williams County Communications Board.
7. SERB reports, to the extent available, on those issues at impasse.
8. Relevant provisions of the Fair Labor Standards Act.
9. The lawful authority of the Williams County Commissioners and the lawful rights of the International Association of Machinists and Aerospace Workers, Local Lodge No. 1349 of District No. 57.
10. Relevant provisions of the Ohio Revised Code Chapter 4117.
11. Other factors normally considered in collective bargaining.

IV. ISSUES AND RECOMMENDATIONS

PREAMBLE

Findings of Fact

There are three parties involved: (1) The Williams County Board of Commissioners (the Commission), (2) The Williams County Communications Agency (the Agency), and (3) the Williams County Communications Advisory Board (the Advisory Board).

Under both Ohio Law and SERB Rules the Commission is the legal appointing authority, has ultimate jurisdiction over County funds, and is the Employer's representative in collective bargaining with the Union certified to represent its employees.

When the employees voted to be represented by the Union, the Commission certified the election results for the Employer (E-1, Tab 8A). The Commission designated the Director of the Agency to bargain the initial contract with the Union. The original (and, so far, the only) Collective Bargaining Agreement between the parties designated the Agency as the Employer. However, it was ratified by the Commission as the Employer and was signed by the Commissioners.

Initially the Commission left the administration of the contract entirely up to the Director of the Agency. Subsequently, realizing that certain areas had not been adequately addressed in the original contract, and not being completely satisfied with some of the former Director's decisions in administering the contract, the Commission decided to become more involved in present negotiations through its designated representative.

The principal issue in dispute is who should be the parties to the successor Collective Bargaining Agreement. The Union believes that it should still be with the Williams County Communications Agency. The Commission believes it should be with the Williams County Board of Commissioners, as by County Law, only an elected official can be an appointing authority. The Commissioners are elected; the Director of the Agency is not. The money comes from the General Fund, which is allocated by the County. Even though the original contract was stated as with the Agency, it had to be ratified by the Commission and was signed by the Commissioners.

Other changes proposed by both the Employer and the Union were cosmetic in nature.

Recommendation

The contract must legally be with the Commission as the appointing authority, the party who must ratify (or who may decline to ratify) the newly negotiated Agreement and, if ratified, who must sign the Agreement. The Commission has delegated the operation of the Communications Agency to the Agency. In effect, the Commission and the Agency jointly represent the Employer, with the ultimate authority resting with the Commission.

The Advisory Board apparently exceeded its authority in its June 14, 1990 resolution giving the Director of the Agency authority over finances, employees and operations of the Agency (U-11). The Director was not appointed by the Commission but by the Department Head. It was not the Commission but the Prosecutor who determined that the Advisory Board had the authority and responsibility to structure management of the Agency as it saw fit. The Advisory Board sought the concurrence of the Fire Chiefs rather than the Commissioners in establishing the governance of the Agency. Nothing was introduced into evidence to establish that the Commission had either delegated this authority to the Advisory Board or had approved the Advisory Board's June 14, 1990 resolution.

Contract Language: Preamble

Section 1. This Agreement is entered into between the Williams County Communications Agency (hereinafter referred to as the "Employer") under the delegated authority of the Williams County Commissioners, and The International Association of Machinists and Aerospace Workers, Local Lodge No. 1349 of District No. 57 (hereinafter referred to as the "Union").

Section 2. The purpose of the Employer and the Union in entering into this Labor Agreement is to set forth their agreements on rates of pay, hours of work, benefits, and other conditions of employment.

ARTICLE 3: UNION SECURITY, SECTIONS 2, 3, 6, FAIR SHARE FEES

Findings of Fact

As the Collective Bargaining Agent for the Communications Agency, the Union must represent all members of the Bargaining Unit whether they choose to be Union members or not. In lieu of Union dues, non-members must pay a fee to the Union representing that portion of the Union's expenses covering the cost of collective bargaining, contract administration and certain other items associated with the maintenance of the Union organization, excluding those expenses of the Union that the Law expressly forbids charging to non-members. This fee is known as the "fair share" fee, since it represents the fair share of the Union's expenses which non-members must pay to cover the Union's costs of representing them. The amount of the "fair share" fee is solely the responsibility of the Union. The Employer has nothing to do with setting it. However, courts have held that a public Employer shares with the Union the responsibility to assure that the procedures for payroll deductions are in accordance with the law.

Since the Employer shares in this responsibility, the Employer has proposed that these procedures be included in the contract. The Union opposes this, as what is and what is not included in computing the "fair share" is strictly the Union's responsibility. Also, that including the Employer's proposed language infringes on the Union's legal rights. There is no legal requirement that these "fair share" procedures be included in the contract.

There are currently no "fair share" fee payers in the Unit and no problem has ever arisen in this connection. However, the Employer would like protective language in case such a problem should ever arise.

The contract presently includes language indemnifying the Employer for payroll deduction of dues but not for "fair share" fees. Again, to protect itself should a problem arise, the Employer seeks the same indemnity language for "fair share" fees as for Union dues. The Union feels that the present language is adequate.

Recommendation

It is appropriate to include references to "fair share" fees along with all references to Union dues. Even though there are no "fair share" payers at present, such references would be in accordance with the law, would in no way infringe upon the Union's legal rights and, in case there should be any "fair share" fee payers in the future, would reflect reality, be in accordance with the law, and serve as a protection to the Employer.

Language specifying what should not be included in "fair share" fees would not be appropriate. The inclusions and exclusions are determined by law, are not bargained with the Employer, and are exclusively the Union's affair.

Contract Language

Section 2. The Employer agrees to deduct regular monthly Union membership dues and/or fair share fees as provided by the Act. Employee authorizations for new deductions or for changed categories of deductions shall be submitted monthly to the Secretary Treasurer of the Local.

Section 3. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues and/or fair share fees. The Union agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by an employee or group of employees arising from the deductions of Union dues and/or fair share fees made by the Employer pursuant to this Article.

Section 6. All employees who do not become members in good standing of the Union shall pay a fair share fee to the Union effective ninety (90) days from date of hire. The amount of the fair share fee shall be certified in writing to the Employer by the IAM's Local 1349 Secretary Treasurer. The deduction of the fair share fee shall be automatic and does not require a written authorization for payroll deduction. Payment to the Union of the fair share fee shall be in accordance with the provisions for regular dues deductions as provided for in this Article.

ARTICLE 5. MANAGEMENT RIGHTS. SECTION 3

Findings of Fact

The Employer claims that certain actions by the Agency's former Director were in violation of the contract. The Union maintains that those decisions made by the former Director on matters not covered by the contract have since grown to be past practices. The Union initially proposed that the continuation of past practices be guaranteed in Section 3 of the Management Rights clause. The Employer wished to retain the present language in Section 3. In its last proposal the Union indicated that it was agreeable to the present language in Section 3 but was unwilling to sign off on Article 5 until everything else in dispute was settled.

Out of 19 contracts of similar units in jurisdictions of comparable size, SERB summaries show that 17 do not contain language concerning past practice.

Recommendation

Retain present language in Article 5, Section 3.

Alleged violation of past practice is appropriately addressed through the grievance procedure.

ARTICLE 9. HOURS OF WORK

Findings of Fact

The Agency operates 24 hours a day, 7 days a week, 365 days a year.

Agency employees work 12 hours a day, with 3 days on and 4 days off for a 36-hour week. This equates to 1872 hours (156 days) a year. With days off for vacations, holidays, personal/discretionary days, sick leave used, and bonus days for attendance, the average time worked is 1639 hours (136.6 days) a year. Employees are off an average of 228.4 days a year. This makes it difficult and costly to operate a 365-days-a-year/24-hours-a-day work schedule.

Other Williams County employees work 8 hours a day, 40 hours a week, which equates to 2080 hours a year. SERB's report of contracts for similar-type units in communities of roughly comparable size shows a majority with 8-hour-daily/40-hour-weekly schedules. Only two of the 19 shown have 12-hour-daily/36-hour-weekly schedules.

Most employees in the Unit are working mothers. They like 12-hour, 3-day shifts as it gives them four days off in a row. This is particularly important when a child is ill.

With overtime, employees work more than their scheduled 36 hours per week. If there is a need to work overtime and the next person does not show up, the employee on the job has to stay and work over 12 hours until relieved.

Seniority governs the hours of work and shift preference. Employees bid for shifts on a 6-month basis.

Studies have indicated that a 12-hour work day is not beneficial to employees. It leaves them fatigued, exhausted, less efficient, and increases sick time. In the City of Cleveland, stress in the EMS has increased despite a new schedule pattern designed to accommodate the preferences of EMS personnel.

The Employer does not wish to be locked into the 12-hour day/36-hour week, claiming that 12-hour work days are unhealthy, inefficient, excessively costly, cause recruiting and scheduling difficulties, and are inconsistent with practices in the industry. The Employer wishes to have the right to determine the work schedule in order to operate its emergency communications system in the most effective, efficient and safe manner possible.

Average annual hours of sick leave per person in the Unit have been increasing:

1994	- 29.14
1995	- 40.7
1996	- 52.63
1997 (to 5/23)	- 39.84 (Assuming same rate, 1997 projected 95.6)

The Employer has proposed : (1) The normal work week shall not exceed 40 hours except in situations involving overtime; (2) The Employer shall have the right to determine the work schedule in order to operate its emergency communications in the most effective, efficient and safe manner possible; (3) The Employer shall meet with the Union to discuss any overall changes in the schedule prior to the implementation of a different scheduling system; (4) Employees shall continue to choose their days per week and hours per day based on seniority; (5) Employees shall continue the practice of shift bidding every 6 months.

The Union maintains that there is no evidence that a 12-hour shift causes illness. The increase in sick leave could be caused by many reasons other than fatigue. Sick time includes discretionary time taken as sick time. A single employee on a lengthy sick leave could skew the average and make it appear that all employees were taking more sick leave

The 12-hour shift first went into effect when the Agency was formed. The Director at that time found that employees were more alert and had better production when they had more time to recover between shifts. They did not experience burn-out as quickly, and they had more time to recover from stress. No inefficiencies have been raised, and there has been no evidence that the Agency has not been able to cover the work.

The Union obtained the 12-hour shift/36-hour week through bargaining and is now asked to give it up with nothing in return. The employees like 4 days off. The Union wishes to maintain the present practice of a 36-hour week/12-hour day, with 3 consecutive days on and 4 consecutive days off, and place it in the contract. The Union also wishes to include the present bidding procedures in the contract: that the bid schedule be posted, that employees bid by seniority, that the week be spelled out in days, and that employees bid on 12-hour shifts. The Union proposes a provision permitting employees to bid on 6-hour shifts if they choose; also that the least senior employee not be made to schedule more than two 6-hour shifts per week unless he or she so chooses. Finally, the Union proposes that shift bidding be done on a 3-month basis. This would place the summer on one schedule, to coincide with school vacation.

The Union pointed out that there are employees who work incidentally with the Agency, filling in for meetings, etc. These employees had previously worked in the Communications Agency and had been transferred to other County Agencies. They have never been officially terminated and are still on this Agency's seniority list. The Union proposes that these employees be prevented from getting ahead of its own employees in shift bidding based on their seniority.

The Employer maintained that under Article 5, Management Rights, it had the right "to direct the schedule, shift and location of the work of employees." Although Management can determine schedules and shifts, it may not unilaterally determine hours of work. The Ohio Public Employee Collective Bargaining Act Section 4117.03 (A)(4) says that public employees have the right to bargain collectively with their public employers to determine wages, hours, terms and conditions of employment. Section 4117.08(A) lists as mandatory subjects for bargaining all matters relating to wages, hours, or terms and other conditions of employment. It would be an Unfair Labor Practice for the Employer to change the employee's hours from 36 hours to 40 hours without first bargaining with the Union.

Recommendation

Include the present practices in the contract except that bidding should be each 3 months. This is to accommodate working mothers who wish to arrange their schedules to coincide with their children's school vacations. Add a provision to prevent former members of the Bargaining Unit from using their seniority over present members of the Bargaining Unit. Add a provision that Management will meet with the Union to explore the possibility of scheduling the 36-hour work week in other than 12-hour shifts and the option of mid-contract bargaining over a work week of more than 36 hours but not to exceed 40 hours.

Contract Language

Section 1. The work week shall be thirty six (36) hours, which shall consist of three (3) consecutive twelve (12) hour work days and four (4) consecutive days off. Schedules shall be posted for bidding four (4) times a year, at which times those employees currently in the Bargaining Unit shall, in order of seniority, indicate their preferences of shifts per day and days per week. Bidding will be each and every three (3) months to cover the periods of January through March, April through June, July through September, and October through December. Hours of work schedules shall not be changed except by mutual consent of the parties, and any such change shall be reduced to writing.

Section 2. No change.

Section 3. Management will meet with the Union to explore the possibility of scheduling the thirty six (36) hour work week in other than twelve (12) hour shifts and the option of mid-contract bargaining over a work week of more than thirty six (36) hours but not to exceed forty (40) hours.

ARTICLE 10. OVERTIME

Findings of Fact

The Parties have agreed on all overtime provisions except those relating to holidays: (1) The second paragraph in Section 1, which concerns whether unworked paid holidays should count toward the computation of overtime for purposes of premium pay, and (2) Section 3, which deals with premium pay for holidays worked.

Recommendation

Do not include unworked paid holidays as hours worked for purposes of computing weekly overtime. Unless specifically stated otherwise in the contract, overtime should begin after 40 hours actually worked. Working overtime in such a work week does not add to fatigue and stress, inconvenience the employee, or cause loss of pay, as the employee has a paid day off that week with the opportunity to rest, be with his or her family, do household work, handle business affairs, or take a vacation.

Since the contract calls for holiday pay, those hours worked that fall on any portion of a holiday should be paid at premium pay in addition to pay for the hours worked that day.

Contract Language

Section 1, Second Paragraph For purposes of determining an employee's eligibility for overtime, hours worked will include actual work hours, vacation leave, and other paid leave except sick leave or holiday pay.

Section 2. No change.

Section 3. When any part of a holiday is worked, in addition to the normal pay for that day, those hours worked that fall on the holiday shall be paid at premium time.

ARTICLE 11, WAGES

Findings of Fact

Wage rates are for part-time probationary employees, part-time employees, and full-time employees, with full-time employees going through six wage progression steps to reach top pay. Each progression step represents an increase of approximately 7%.

On January 1, 1997, all Bargaining Unit employees shared in a City-wide wage increase of 3%, which was granted by the Commission.

The contractual wage rate for part-time employees was \$7.00 an hour. The previous Director of the Agency granted part-time employees a \$7.21 rate without the approval of the Commission.

The cost-of-living index rose as follows from February 1997 over February 1996:

CPI-U (Urban Workers) - 2.8%

CPI-W (Wage Earners and Clerical Workers) - 2.7%

Cleveland, Ohio - 3.0%

For a number of reasons, reasonably accurate wage comparisons are difficult, if not impossible, because:

- Employees in this Unit of only 14 may fall in any of six different classifications (U-6, U-7, U-8, U-9, U-10, U-12); SERB reports show only a single rate.
- A number of employees in this Unit have wage additives for additional duties.
- There are six steps in the wage progression schedule here. Of the 19 comparables offered, 7 have a single rate. The other 13 have longevity plans of some sort, but their provisions vary to such an extent that it is impossible to compare wage rates of employees at any given length of service.
- Employees in this Unit have a 36-hour work week, representing 1872 hours a year. Employees in practically all of the other units that were offered for comparison have a 40-hour work week, representing 2080 annual hours. Annual earnings are therefore not comparable.

The only thing that stands out is that our entry-level rates are lower than average. This was supported by testimony during the hearing that it is difficult to recruit and keep new employees. They are trained here and then move to better jobs elsewhere.

In Units of comparable jurisdiction, SERB's report shows 3% as the prevalent 1996 increase:

0%	- 1
2%	- 2
3%	- 19
3.5%	- 7
4%	- 5
5%	- 0
5.5%	- 1

3% increases are mandatory for elected officials. (E-1, Tab 8E, p. 9)

Although the County did not plead inability to pay for a unit of only 14 employees, the Employer pointed out that it was faced with financial problems and the increased cost of doing business.

The Union has proposed wage increases of 5%-5%-5% for those employees no longer on step. Complete wage schedules proposed for 1997, 1998 and 1999 are set forth in U-2. The Union has also proposed a

training rate of \$6.00 an hour and an additional \$.35 an hour whenever an employee is assigned additional duties.

The Employer has proposed that employees receive no increases in 1997. The Commission had already awarded them a 3% increase on January 1, 1997. Because of the 6-step scale bargained in the previous contract, increases in 1995 and 1996 had ranged from 9.5% to 37.9%. In 1998 and again in 1999, increases would move nearer to cost of living increases and to what others in comparable jurisdictions were receiving. This would be 2-1/2% at start and also at the top rate. Those still in the steps would receive 1/2% in 1998 and again in 1999. Employees assigned additional duties would be paid an additional \$.25 an hour.

Recommendation

An increase of 3% on all wage table rates except those between steps (wage table rates, not necessarily the rates employees are presently receiving) will be effective on April 1, 1997, April 1, 1998, and April 1, 1999. The 3% increases are in line with the increase in the cost of living, increases given other Williams County employees, and the prevailing pattern of public employee increases reported by SERB. Increases between steps will continue to be shown as 7%. All other increases will be 3%.

Employees will be paid the wages shown on the wage tables, to which any applicable premiums and differentials will be added. No employee will receive a wage cut. If an employee's present rate exceeds the rate on the table, it will remain the employee's rate until the employee can be placed on scale.

As Captains and Sergeants are not in the certified Bargaining Unit, the rate upon being promoted to Captain or Sergeant will not be included in the contract. Neither the parties to the Agreement nor the Fact Finder have any jurisdiction over the pay paid to employees outside the Bargaining Unit.

Employees assigned additional duties that are performed by other classifications in the Bargaining Unit will be paid an additional \$.25 per hour while performing such duties.

Employees will continue to be paid a minimum of 2 hours pay for call-ins.

Contract Language

ARTICLE 11, WAGES

Section 1. Bargaining Unit employees shall be paid in accordance with the following pay scales during the term of this Agreement

EFFECTIVE APRIL 1, 1997

Part-Time Employees

Probation -	\$ 6.70
120 Days -	\$ 7.21
Second Year -	\$ 7.43 *

* Second year and thereafter - 3% increases

Full-Time Employees

First Year -	\$ 7.95
Second Year -	\$ 8.51
Third Year -	\$ 9.11
Fourth Year -	\$ 9.75
Fifth Year -	\$10.43
Sixth Year -	\$11.16
Seventh Year -	\$11.49 *

* Seventh year and thereafter - 3% increases

EFFECTIVE APRIL 1, 1998Part-Time Employees

Probation -	\$ 6.90
120 Days -	\$ 7.43
Second Year -	\$ 7.65 *

* Second year and thereafter - 3% increases

Full-Time Employees

First Year -	\$ 8.19
Second Year --	\$ 8.77
Third Year -	\$ 9.38
Fourth Year -	\$10.04
Fifth Year -	\$10.74
Sixth Year -	\$11.49
Seventh Year -	\$11.83 *

* Seventh year and thereafter - 3% increase

EFFECTIVE APRIL 1, 1999Part-Time Employees

Probation -	\$ 7.11
120 Days -	\$ 7.65
Second Year -	\$ 7.88 *

* Second year and thereafter - 3% increase

Full-Time Employees

First Year -	\$ 8.44
Second Year -	\$ 9.03
Third Year -	\$ 9.66
Fourth Year -	\$10.34
Fifth Year -	\$11.06
Sixth Year -	\$11.83
Seventh Year -	\$12.19 *

* Seventh year and thereafter - 3% increase

Section 2. Employees shall advance to the next pay grade upon completion of each year of service with the Agency. The rate shall be effective upon the pay period following the employee's anniversary date. If any employee is currently being paid an amount in excess of the negotiated pay scale, such employee shall not suffer any loss in pay but shall be held at his or her current rate until the pay scale is increased above the employee's current rate of pay.

Section 2. Any employee required by the Director to perform duties outside his or her normal classification shall be compensated an additional twenty-five cents (\$.25) for each hour such duties are performed.

Section 3. Part-time employees will continue to receive yearly 3% increases each year but shall not receive 7% step increases until appointed to full-time status.

Section 4. Employees will be paid a minimum of two (2) hours pay for call-ins and for all required training.

ARTICLE 12. VACATIONS

Findings of Fact

The Ohio Revised Code, Section 325.19, guarantees that full-time employees in county service will accrue a given numbers of hours of paid vacation time based on the number of hours in service. Part-time employees accrue proportionate vacation time. Employees in this Bargaining Unit receive vacation hours in accordance with the law. Their vacation entitlement is expressed in the contract in weeks rather than hours and is as follows:

1-7 years of service:	2 weeks	(By statute, 80 hours)
8-14 years of service:	3 weeks	(By statute, 120 hours)
15-24 years of service	4 weeks	(By statute, 160 hours)
25 years and over	5 weeks	(By statute, 200 hours)

The law specifies the accrual rates for 80-hour and 40-hour employees, with proportionate accruals for employees with work weeks of other lengths.

The law states that hours to be accrued toward vacation time must be hours in active pay status, excluding overtime hours.

The law further states that vacation time shall be taken during the year in which it is accrued and prior to the next anniversary date of the employee's employment; however, the appointing authority may permit accrued vacation to be carried over for longer periods in special and meritorious cases.

The parties do not agree on what paid non-worked time should be included in the calculation of hours for purposes of vacation accrual.

The Union has 7 vacation proposals:

U-1. Vacation accrual rates per hour for years of service categories (1-7, 8-14, 15-24, 25 +), according to established practice, should be included in the contract.

- U-2. Hours spent on Union Leave should be counted as hours actually worked for purposes of determining vacation time.
- U-3. Employees who work an additional 6 months without using sick time during their scheduled hours of work to be entitled to 12 hours of paid time off.
- U-4. After this initial 6-month period, employees will be awarded 2 hours per month for not using sick time.
- U-5. The initial bonus hours to be used in a 6-month period after they are earned.
- U-6. The additional 2-hour increments may be accrued up to 12 hours, which must be used in a 6-month period after they are earned.
- U-7. When an employee has accumulated an excess of 3 years of accumulated vacation time, the employee may either (1) apply to the Director of the Agency to carry over the vacation time or receive monetary compensation for those hours at the current rate of pay, or (2) have the ability to take the vacation time at his or her convenience within one year.

The Employer presented 9 vacation proposals:

- E-1. Include in the contract the method the County uses for accruing vacation hours.
- E-2. Specify which hours should be included in the calculation. (The Employer and the Union are in disagreement as to which hours should be included.)
- E-3. The Union seeks a 36-hour work week but requests earning of vacation based on a 40-hour work week. This would result in a greater number of weeks vacation than provided by the current Agreement. The Employer would have no objection to specifying 40 hours in this Article provided the Fact Finder accepts the Employer's proposal for Hours of Work.
- E-4. This Article does not provide vacation to part-time employees. The Employer objects to part-time employees (who may work only one or two days a week) earning paid vacation. This defeats the purpose of having part-time employees available to fill in for full-time employees' absences.
- E-5. Clarify the provision that employees are not entitled to any vacation until they have completed their first year of service. This is in accordance with the Ohio Revised Code and with County policy.
- E-6. The Employer has no objection to continuing "bonus days" as provided in the present contract, but "day" needs to be defined as being "equal to the number of hours the employee is regularly scheduled to work." Such language would accommodate any proposed work-day schedule.
- E-7. The Employer wants to restrict vacations to "one-half shift" increments. With a 2-hour minimum call-in provision, a 24-hour day, 7 days a week, and the difficulties of scheduling shift operations, it is impractical to take vacation time in less one-half the scheduled shift. Employees on vacation must be replaced to maintain staffing. It is difficult to obtain replacements for short periods of time that disrupt the replacement's time off without providing any additional hours of income.
- E-8. The Employer seeks to regain control of how many employees may be on vacation at the same time. With normally 12 full-time employees, it is awkward to schedule 20% of the workforce at one time. 20% of 12 is 2.4. Does this mean that the Employer must permit 2 or 3 people to be on vacation at the same time?

E-9. The Employer objects to employees accumulating three years worth of vacation on the books. This could range from 6-15 weeks of vacation and create an unfunded, non-budgeted liability for the County. Since such vacation must be used or paid at some point in time, employees should not be permitted to accumulate it from year to year except for special or meritorious circumstances. Furthermore, accumulation of large amounts of vacation defeats the basic purpose of this benefit and suggests that the Employer might be providing too much vacation time.

Recommendation

Incorporate present practice. Clarify ambiguous language. Make sure that all provisions are in accordance with Ohio Law. Make sure that the number of hours accrued and the weeks of vacation are on the same basis. For example a 36-hour week should represent 90% of a 40-hour week. Although this should not be spelled out as such, the two should not be confused. In connection with bonus days, define "day."

Count Union Leave toward the accrual of hours only when it is used for joint meetings with management. For holidays, only count hours actually worked on the holiday. Count Jury Duty; an employee should not be penalized for fulfilling a mandatory civic duty. Count funeral leave only in connection with death of a member of the immediate family; it would be cruel to penalize an employee at such a time.

Do not count overtime; this would be in violation of Ohio law. Do not count paid sick leave or days missed because of work-related injury, holidays not worked, bonus days, or vacation days. These days give employees a certain amount of freedom from the stress of the job. They can take care of personal business, engage in recreation, or just rest.

Restrict vacation time to full days or half days. To take vacation time in shorter intervals causes too many scheduling problems. As the needs of the service must be met, give Management the right to determine how many people may be on vacation at the same time. Do not give further "bonus days," as it would further aggravate present scheduling problems.

Contract Language

ARTICLE 12, VACATIONS

Section 1. Full-time employees are entitled to paid vacation leave as follows:

After 1-7 years of service	2 weeks of vacation
After 8-14 years of service	3 weeks of vacation
After 15-24 years of service	4 weeks of vacation
After 25 or more years of service	5 weeks of vacation

Full-time employees shall accumulate paid vacation leave as follows for each hour worked:

<u>Maximum Vacation Leave</u>	<u>Accrual per Hour</u>
Two (2) weeks	.0388
Three (3) weeks	.0575
Four (4) weeks	.0775
Five (5) weeks	.09625

Part-time employees are entitled to vacations on the same basis as full-time employees. Their vacation entitlement and accrual rates shall be in the same ratio to the entitlements and accrual rates of full-time employees as their scheduled hours bear to the scheduled hours of full-time employees.

Employees shall not be entitled to any vacation leave or payment therefor until they have completed their first year of service with the Employer.

Section 2. In determining the number of hours of vacation accrued, each hour in active pay status, excluding extra duty hours will be counted as hours actually worked. For purposes of this Section only, the following will be included in determining the number of hours of vacation accrual: Union Leave used for joint meetings with Management, hours actually worked on a holiday, jury duty, and funeral leave in connection with the death of members of the employee's immediate family.

Section 3. Bonus Days. Employees who work six (6) months without missing work during their scheduled hours shall receive one (1) bonus day. This bonus day must be used within the next six (6) months or it will be forfeited. A bonus "day" shall be equal to the number of hours the employee is normally scheduled to work.

Section 4. Employees may use their vacation in minimum increments of one-half (1/2) their scheduled work shift. Employees who notify the Employer before April 1 of each year of their preference, and if approved, will have those dates locked in, and they cannot be disapproved at a later date. Vacation scheduled after April 1 shall be on a "first come, first served" basis by seniority. In order to maintain operational efficiency and to respond to emergency conditions, the Employer shall determine the number of employees who may schedule their vacation time off at any one time.

Section 5. Vacation leave shall normally be taken by an employee between the year and date that it was accrued and the employee's next anniversary date of employment. The Employer may, in special circumstances, permit an employee to carry over vacation into the next year. Any such vacation carried over must be used during the following twelve- (12) month period or be forfeited. The carry-over of vacation time must be approved in advance and must be in response to special circumstances in a written request by the employee.

Section 6. After the completion of the first year of service an employee is entitled to payment (at his/her current rate of pay) for any unused earned vacation to his/her credit at the time the employee leaves County service.

Section 7. In the event of an employee's death, unused earned vacation leave shall be paid to the employee's spouse and/or beneficiary at the employee's current rate of pay.

ARTICLE 13. HOLIDAYS

Findings of Fact

Employees in this Bargaining Unit get the 10 statutory holidays provided by Ohio Law for all public service employees, plus Easter Day, for a total of 11 holidays. They also have 2 discretionary days, which could be looked on as floating holidays. The only other 24-hour-a-day, 7-days-a-week operations in the County are the Sheriff's Department and the County Nursing Home. The Sheriff's Department gets the statutory 10 holidays plus the Employee's Birthday Holiday, for a total of 11 holidays. Nursing Home employees get 11 holidays. Of the 19 comparable jurisdictions in the SERB report, 14 have 10 holidays and 5 have 11 holidays.

The Union is asking for 5 additional holidays: Good Friday, the Day After Thanksgiving, Christmas Eve, the Day after Christmas, and the Employee's Birthday.

The Employer opposes adding additional holidays, as our employees already have as many or more holidays as employees in comparable jurisdictions. With other time off (i.e. vacation, bonus days, floating holidays, sick days, jury duty days, funeral leave, etc.), the Employer is proposing eliminating the two discretionary days which are deducted from sick leave.

Under the present practice, employees who work on a holiday or on any portion of a holiday receive full holiday pay plus full holiday premium pay even though they work only part of the holiday. An illustration was given an employee received 39 hours pay for working 10 hours on a holiday. Including pay for employees working on a typical holiday plus pay for those employees with the holiday off, the total potential cost for each additional holiday under the present practice would be \$1,660.32. The Employer proposes that only those hours actually worked on the holiday be paid the holiday premium.

The Union proposes that discretionary days off not be used against employees for purposes of discretionary bonus pay. The Employer proposes that the two discretionary days be eliminated. Whether called floating holidays or discretionary days, they amount to additional paid time off, pose scheduling problems, and increased costs.

Recommendation

Do not add additional holidays. Adopt the Employer's proposal for payment of time worked on a holiday. Retain floating holidays and discretionary days.

Contract Language

ARTICLE 13, HOLIDAYS

Section 1. The following holidays will be observed:

New Year's Day
 Martin Luther King Day
 Presidents Day
 Easter Day
 Memorial Day
 Independence Day
 Labor Day
 Columbus Day
 Veterans Day
 Thanksgiving Day
 Christmas Day

Any employee working on any of the above holidays will be paid their normal day's pay as holiday pay and time and one-half at their regular rate of pay for all hours worked. Any full-time employee not working on a holiday shall receive eight (8) hours of holiday pay. Holiday pay shall not be used to qualify for overtime.

Section 2. In addition, all full-time, non-probationary employees will receive two (2) paid floating holidays per contract year. To use a floating holiday, the employee must notify the Employer within a reasonable time to ensure coverage of the shift.

Section 3. All full-time, non-probationary employees will be entitled to two (2) discretionary days off per contract year, to be deducted from their sick time. Three (3) hours notice is needed to be given by the employee to ensure proper coverage of the shift.

ARTICLE 19. SEVERANCE PAY

Findings of Fact

Under Section 124.39 of the Ohio Revised Code, Payment for Unused Sick Leave Upon Retirement, "retirement" means "disability or service retirement." Article 19, Severance Pay, meets and exceeds the statutory requirements. The Union is proposing that this Article be broadened to include payment of unused sick leave under other forms of separation such as resignation under honorable conditions, layoff, or separation, provided that an employee notified of separation or layoff may receive severance pay only if he resigns prior to the effective date of the separation or layoff. The Union argues that an employee could lose his incentive not to use sick leave if he did not get paid for unused sick leave.

The Employer opposes the Union's proposal. The Employer doesn't want to have to pay money at the employee's rate of pay when he retires rather than his rate of pay at the time the leave was accrued. The value goes up with pay raises and with constantly inflating costs, and this is an unbudgeted item. Furthermore, the Employer doesn't want to have to pay an employee who resigns when he is about to be fired.

The Employer has proposed that last sentence in the first paragraph of Section 1 be changed from "service with the County of the State" to "service with Williams County or the State."

Recommendation

I do not recommend that the Union's proposal be granted. There is a significant difference between an employee's being involuntarily terminated because of age or illness and when he voluntarily resigns his job because he got a better paying job. Under the latter condition, his employer shouldn't have to pay him anything. Moreover, "honorable conditions" is ambiguous and could be a source of grievances.

Contract Language

Section 1. Severance pay shall be provided to all employees upon retirement of active services from the Agency. "Retirement" means disability or service retirement with a State Retirement System in Ohio. The maximum accumulated sick leave days that shall be paid as severance is one hundred twenty (120) days. The fraction of accumulated sick leave paid up to a maximum of one hundred twenty (120) days is based on the following scales of service with Williams County or the State.

(No change in the present scale.)

ARTICLE 21. PART-TIME EMPLOYEES

Findings of Fact

Part-time employees are employees who are regularly scheduled to work 24 hours per week or less. Working overtime does not change a part-time employee into a full-time employee. The hours worked must be scheduled hours.

The contract presently gives part-time employees vacation time, prorated upon hours worked. The Employer is proposing that this be discontinued, claiming that they do not need vacation time as they already have plenty of time off. Some part-time employees work only one shift a week.

By practice, part-time employees accrue sick leave, based upon hours worked. The Employer proposes that this be included in the contract.

By practice, part-time employees receive holiday pay at 1-1/2 X if scheduled to work on the holiday. The Employer proposes that this be included in the contract. Also, that it be clarified that only hours scheduled and actually worked that fall on the holiday be paid at 1-1/2 X.

Recommendation

Delete vacation time, as further time off is not necessary. Include the present practice of accruing sick leave in the contract. Include the present practice of paying part-time employees holiday pay and clarify the conditions under which it is paid.

Contract Language

Section 1. Part-time employees shall be those employees who are regularly scheduled to work twenty-four (24) hours per week or less. Part-time employees shall be eligible for the following benefits only:

- a. Sick leave shall be accrued based upon hours worked.
- b. Holiday pay if scheduled to work on the holiday. Pay for time worked on a holiday shall be at time and one-half for any hours worked on a holiday.

Section 2. No change.

ARTICLE 24. DURATION

Findings of Fact

The parties agree that the new Agreement should be for three years. The only disagreement is whether to allow mid-contract bargaining. The Employer is opposed to opening the contract prior to its termination date, as it wishes to enjoy three years of labor peace. The Union does not want to waive its rights to demand mid-term bargaining on changes in terms and conditions of employment if the need should arise.

Any proposed modification of the contract during its term would require going through the same SERB procedures as in bargaining a successor contract. These would be costly and time-consuming and could mean friction rather than cooperation.

Recommendation

Include a "zipper clause" to assure that the provisions of the contract will remain in effect for the next three years.

Contract Language

Section 1. This Agreement shall be effective from April 1, 1997, to April 1, 2000. Should either party desire to terminate or modify this Agreement on April 1, 2000, no earlier than ninety (90) days prior written notice of such intentions must be given to the other party hereto.

Section 2. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by Law from the area of collective bargaining, and that the entire understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire Agreement between the Employer and the Union.

NEW ARTICLE. CORRECTIVE ACTION

Findings of Fact

These provisions are presently printed in the contract though not numbered as an Article. The Employer proposed that they be included as an Article. The Union has no objection to making this an Article. Of the 7 Sections, the Union and the Employer have agreed to and have signed off on all except Section 4 which deals with the time limits for taking corrective action.

The Employer claims that the present seven working days (excluding weekends and holidays) may not always be enough for a complete investigation of the charges and has proposed 10 working days (excluding weekends and holidays). The Union prefers to keep the present language, as the only time this is seen to be a problem is with employers who are generally lax in respect to discipline. There has been no problem here.

Recommendation

Extend it to 10 working days. With weekends and holidays, this would mean from 12 to 14 working days, which should be adequate time to make a sufficiently thorough investigation.

Contract Language

Sections 1 through 3: No change.

Section 4. Corrective action must be based on charges which have been presented to the employee or to a Union Representative not more than ten (10) working days (excluding weekends and holidays) after the Employer receives knowledge of the alleged incident.

Sections 5 through 7. No change.

NEW ARTICLE, ON CALL

Findings of Fact

For the past five years one of four employees has been designated for on-call duty for a 24-hour period. The employee must carry a pager, answer questions, and respond in emergencies. If this requires coming to the office, they are paid the minimum 2-hour call-in pay. Otherwise, employees on call receive no compensation.

The Union has proposed a new Article, On Call, with these provisions:

- An on-call employee to be compensated \$20 a day for carrying a pager and assuming on-call responsibilities. This would be \$30 on holidays. A day would be a 24-hour period
- An on-call employee must have a minimum of 2 years at full-time status with an honorable record.
- On-call status is to be bi-weekly. Bidding for on-call hours will be voluntary, based on seniority, and on a rotating basis.
- The Agency will provide pagers and assume all costs incurred by the pagers.

With these guidelines, 7-8 employees would qualify for on-call duty, relieving the burden imposed on the present 3-4 employees

Williams County employees in the Health Department and the Department of Human Services receive \$25 a day for being on call.

SERB does not provide reports on on-call pay. The closest is for stand-by pay. Of 19 comparable jurisdictions, only one has stand-by pay.

The Employer opposes the Union's proposal.

Recommendation

Include an On Call Article, qualifications and bidding procedures to be in accordance with the Union's proposal. As for compensation, employees who must come in to work receive the minimum 2 hours call-in pay. For the most part, on-call employees can take care of personal affairs while carrying a pager; however, they may not venture beyond the pager's calling range and they must be close enough to the office to be able to come to work quickly in emergencies. These restrictions on the employee's personal life deserve compensation.

When an employee is handling calls on the pager by answering questions, giving information or instructions, etc., he is doing work for the Employer. The law requires that employees be compensated for time worked. If such "time worked" takes only a minute or two (e.g., answering a simple question), it is referred to as *de minimus* and may be disregarded in the computation of time worked. However, if such *de minimus* time occurs with sufficient frequency, it must be accumulated and paid for as work time. Pager calls may take only a minute or two, but if they happen often enough they should be counted as work time. This Fact Finder recommends that when the accumulated time on pager calls adds up to 5 minutes or more during a payroll week, the time should be considered as work time and paid at the employee's hourly rate with a minimum payment of 1/4 hour.

Contract Language

ARTICLE _____, ON CALL

Section 1. To be eligible for on call duty, an employee must have a minimum of two (2) years at full-time status and an exemplary record.

Section 2. On-call status will be for a bi-weekly period. Bidding will be voluntary, based on seniority, and on a rotating basis.

Section 3. An on-call employee will be compensated at the rate of five dollars (\$5.00) per day for carrying a pager and assuming the responsibility of being on call. On a recognized holiday, on-call payment will be ten dollars (\$10.00) a day.

Section 4. When an on-call employee is required to come in to work, the minimum two (2) hours call-in pay will apply in lieu of the on-call payment set forth in Section 3.

Section 5. While on call-out status, the employee will record the time spent in answering each pager call. If the accumulated time of pager calls during a single payroll week amounts to five (5) minutes or more, the total pager time will be considered work time and will be paid for at the employee's hourly rate, with a minimum payment of one-quarter (1/4) hour. Such payment shall be in addition to the payment called for either in Section 3 or in Section 4 but not both Sections. If the accumulated time is less than five (5) minutes in the payroll week, it will not be considered time worked and will not be paid for.

NEW ARTICLE _____, UNION REPRESENTATION

Findings of Fact

The Employer has proposed a new Article dealing primarily with Union business conducted on the Employer's premises during working hours. Although there have been no complaints and no problems, the Employer feels that clarification of the responsibilities of both parties would improve Union-Management relationships and prevent abuse by either party.

The Union reiterated that there has been no abuse, no inefficiency, and no complaints of interruptions of service. The Union already has, by law, the rights spelled out in this proposal. The Employer's proposed Article is overkill.

Recommendation

This Article would neither add nor detract from the current rights and responsibilities of the parties. Although unnecessary, it would do no harm. Since it would make the Employer feel more secure, I recommend that it be adopted but with certain changes. Proposed Section 1 should be deleted, as it is a duplication of Article 4, Section 2, which has already been agreed to and signed off prior to Fact Finding. Proposed Sections 2 and 3 are more appropriately combined. The remaining portions are re-written to include the responsibilities of both parties.

If this proposed Article should become contract language, consideration might be given in future bargaining to moving present Section 2 of Article 4 to this Article.

Contract LanguageARTICLE _____, UNION REPRESENTATION

Section 1. The Union and the Employer shall keep one another currently informed, in writing, of the names, titles, office and home addresses and telephone numbers of those officials authorized to represent them in grievance processing and contract negotiations. No employer shall be recognized by the Employer or the Union unless his or her name appears on the appropriate roster.

Section 2. The investigation and writing of grievances and other lawful Union activities shall be conducted on non-work time unless otherwise authorized by the Employer.

Section 3. Grievance hearings will be scheduled by mutual agreement. The Grievant will not suffer any loss of pay while attending grievance and arbitration hearings held during his normal work hours.

Section 4. The Union agrees that no representative of the Union, whether employee or non-employee, shall interfere with, interrupt, or disrupt the normal work duties of employees.

Section 5. Off-duty personnel and private persons on Union business are restricted from the facilities of the Agency unless access is requested twenty-four (24) hours in advance and approved by the Employer. In case of emergencies when time will not permit the required 24-hour notice, exceptions may be made with the approval of the Employer.

NEW ARTICLE. PHYSICAL EXAMINATIONSFindings of Fact

When operating a communications system which dispatches police, fire, EMS, and other safety personnel, employees must be both physically and mentally capable of performing such tasks under highly stressful circumstances. The Union repeatedly expressed the stress in the employees' jobs.

The Employer believes that the Agreement needs to contain a provision which permits the Employer to have an employee examined by a health care professional when there is evidence that the employee is having difficulty performing the essential functions of his position. The examination would be paid for by the Employer.

Under the Americans With Disabilities Act (ADA) an employer may not give an employee a physical or mental examination before he is hired. After he is hired, if the employee is not performing his job, the Employer has no way of knowing whether this is intentional (in which case the employee may be subject to discipline) or whether the employee has a physical or mental condition that prevents him from performing the essential functions of the Job (in which case the Employer may have an obligation to provide a reasonable accommodation to the employee's physical or mental handicap). An employee not performing his job should be examined to see what the cause is.

The Union feels that an Article on Physical Examinations is unnecessary, as the Employer already has the right to have an employee examined if he cannot do his job. Such a provision might even be in violation of certain provisions of the ADA.

Recommendation

The Article proposed by the Employer reinforces his existing rights. Placing it in the contract would do no harm. It could force a reluctant employee to go to a doctor when he really needs an examination but hesitates to have one. It could be the means of discovering a physical or mental condition that the employee had not been aware of, so that it can be treated before it develops into something more serious.

ARTICLE _____, PHYSICAL EXAMINATIONS

Section 1. The Employer may require an employee to take an examination conducted by a licensed physician, designated by the Employer, to determine the physical or mental capability of the employee to perform the essential functions of the employee's position. The cost of such examination shall be paid by the Employer.

NEW ARTICLE. VACANCIES AND PROMOTIONS

Findings of Fact

There is presently no provision in the contract that addresses the filling of vacancies and promotions.

Article 5, Management Rights, gives the Employer "*... the sole right to ... hire, ... assign, and promote employees; subject only to such regulations governing the exercise of these rights as expressly provided by this Agreement.*"

Filling vacancies and promotions should not be based on favoritism or nepotism, but on objective, measurable criteria. Developing point scores is a timely, costly process and should not be hurriedly done simply to get a contract.

Recommendation

Include an Article which expresses the basic intent of the parties. The new Director should sit down with the Union and job evaluation experts to develop a point system for a fair and objective measure of relative ability.

Vacancies and opportunities for promotion should be open to part-time employees desiring full-time positions as well as to full-time employees.

Where qualifications and ability are substantially equal, seniority should govern.

Contract Language

ARTICLE _____, VACANCIES AND PROMOTIONS

Section 1. Whenever the Employer determines that a permanent vacancy exists within the Bargaining Unit, a notice of such vacancy shall be posted on the bulletin board where employee notices are usually posted and shall remain there for a period of seven (7) days. The notice shall contain a description of the position to be filled, including principal job duties, salary range (minimum to maximum), normal working hours, any special qualifications required, and the normal location for reporting to work. During the posting period any eligible person, part-time or full-time, wishing to apply for the vacant position shall do so by submitting a written application to the Employer or his designee.

Section 2. The Employer shall consider the following criteria in selecting the successful applicant: Experience with previous employers; experience with the Williams County Communications Agency; ability to perform the work; previous work performance; records of attendance and discipline; and education and other job-related qualifications. The Employer will select the applicant who best meets the above criteria. Where qualifications and ability are substantially equal, seniority shall govern the selection.

Section 3. The new Director of the Agency and the Union will jointly formulate a system for measuring and weighting the criteria listed in Section 1.

NEW ARTICLE, MISCELLANEOUS

SECTION 1: Agreed to by the parties and signed off.

SECTION 2: OFF-STREET PARKING

Findings of Fact

The Union has proposed that employees be provided off-street parking and easy access for all employees to gain access into the building.

The Employer's position is that this is a Management Right.

Of the 19 comparable jurisdictions in the SERB report, none have parking provided by the Employer.

Recommendation

Do not grant this. Although it is a Management Right, it could be bargained. No costs were given, but it would undoubtedly be quite expensive.

SECTION 3: REAR ENTRY DOOR

Findings of Fact

The Union has proposed that a rear entry door to the Communications Room be installed for safety purposes and easy access for all employees.

There is currently only one door for access to the Center. This has been a long source of complaints and concerns by employees. Safety is a chief concern.

The Employer has reviewed this situation with the Fire Chief, and he determined that it was safe. Although the Commission is looking into putting a door there, the design of the building is Management's Right.

Recommendation

Do not grant this proposal. It may be that a rear door will be added, as the Commission is already investigating it. If and when it does happen, it will be by decision of the Commission.

SECTION 4: THIRD DISPATCH POSITION

Findings of Fact

There are presently two dispatch positions and two radio consoles. The Union is requesting that capabilities for a third dispatch position be provided in the Communications Room, with all technical equipment needed to effectively mirror the same dispatch duties as the other two dispatch positions.

The Employer maintains that this infringes on Management's Rights. It would be telling the Employer how many employees it must have. The Union answered that it was not looking for an extra employee, only an extra console. In emergency conditions, an extra console is needed to take care of call-ins.

The Employer responded that it determines positions and equipment as well as the number of employees.

Recommendation

Do not grant this proposal. This is a Management Right.

SECTION 5: Agreed to by the parties and signed off.

SECTION 6: COLLEGE DEGREES EARNED

Findings of Fact

The Union has proposed that full-time employees receive additional compensation for any college degree earned, in the following amounts per year:

\$250 for Associate's Degree
\$450 for Bachelor's Degree
\$650 for Master's Degree
\$850 for Doctorate Degree

The Williams County Sheriff's Department has annual compensation for these degrees (U-20). The Union's proposal is identical to theirs.

The Employer is opposed to this. None of the Job Descriptions for Agency employees require college degrees (U-6, U-7, U-8, U-9, U-10, U-12).

Of the 19 comparable jurisdictions in SERB reports, none has what SERB calls an Educational Incentive.

Recommendation

The Union's proposal should not be granted. It would be costly. It is not required, and it is not needed. It would benefit only the employees, not the Employer. It would place more employees off-scale.

SECTION 7: FUND FOR JOB-RELATED SCHOOLING

Findings of Fact

The Union has proposed that funds will set aside and guaranteed for additional job-related schools or seminars chosen by employees in the amount of \$500 per full-time employee per year. The employee would be paid by the Employer for time spent at any such school or seminar. This time would be considered as time worked for accrual of vacation and sick time.

The Employer opposes this proposal. The amount of money budgeted for job-related training is a Management Right.

SERB's study of Tuition Aid in 19 comparable jurisdictions shows that only 3 have tuition aid; 16 no not.

Recommendation

Do not grant this demand. No evidence was submitted for the need of additional tuition aid for job-related training. Besides, it is a Management function to determine how much money to budget for any particular item.

SECTION 8: YWCA MEMBERSHIP

Findings of Fact

The Union has proposed that the Employer provide free membership to the YWCA or comparable facility. (Example - Exit 2 Holidome) for all employees for the duration of this Agreement. Exercise in such a facility would provide relief from the highly stressful job.

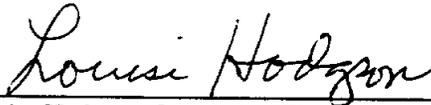
The Employer does not feel that it should have to provide membership in the YWCA. In the connection with physical examinations the Union pointed out that our employees do not have a physical job. The Employer has heard a lot about stress but has not been shown any evidence of stress in members of the Bargaining Unit.

Recommendation

Do not grant this proposal. It is a luxury that does not appear to be needed.

PREVIOUSLY AGREED-UPON ISSUES

All Articles and Sections previously agreed upon by the parties should be incorporated in the new contract.



Louise Hodgson, SERB Fact Finder

PROOF OF SERVICE

The undersigned hereby certifies that a true and accurate copy of the foregoing was served on the following by sending it UPS on this twenty-third day of June, 1997, for overnight delivery on June 24, 1997.

Mr. David Schooley
Directing Business Representative
International Association of Machinists and Aerospace Workers, District No. 57
406 North Bryan Street
Hicksville, OH 43526

Mr. Pete B. Lowe, III, Vice President
Clemans, Nelson & Associates, Inc.
1519 N. Main Street
Suite 6
Lima, OH 45801

By regular First Class Mail:

John M. Roca, Esq.
Gallon & Takacs Co., L.P.A.
3516 Granite Circle
Toledo, OH 43617-1172

Mr. Thomas G. Worley
Administrator, Bureau of Mediation
State Employment Relations Board
65 East State Street
Columbus, OH 43215

June 23, 1997
Date

Louise Hodgson
Louise Hodgson, SERB Fact Finder