

STATE EMPLOYMENT RELATIONS BOARD

WASHINGTON-CENTERVILLE
PUBLIC LIBRARY,

Employer,

and

WASHINGTON-CENTERVILLE,
PUBLIC LIBRARY STAFF
ASSOCIATION

Union.

SERB Case No. 2016-MED-01-0063

EMPLOYER'S REPORT

BEFORE
WILLIAM HEEKIN
FACT FINDER

I. INTRODUCTION

The Washington-Centerville Public Library (the "Library") is a publicly-funded library serving the Centerville and Washington Township communities. The Library's two branches are located south of Dayton, Ohio in a suburban setting. Its mission is to connect the public to diverse opportunities for education, enrichment, and entertainment. The Library accomplishes this mission by tapping into the creativity of its employees, maintaining a positive environment, creating a free and open space that is friendly to all patrons, and by passionately serving the community with a customer focus.

The Library employs 47 full-time employees and 70 part-time employees to serve its mission. Of those 117 employees, 40 are members of the bargaining unit at issue in

this matter¹. The following employees comprise the only group of employees represented by the Washington-Centerville Public Library Staff Association (the "Union"). This is the initial collective bargaining agreement between the Library and the Union and is under the jurisdiction of the State Employment Relations Board. For all relevant periods, the bargaining unit has been described as:

All regular full-time and regular part-time employees employed by the Library who are regularly assigned to work in the following job titles:

- Library Specialists (with Masters in Library Science)
- Library Technicians (with Masters in Library Science)
- Reference Specialists
- Reference Assistants
- Webmasters
- Graphic Designers
- Adult Programming Coordinators
- Public Service Assistants
- Technicians
- Youth Services Assistants
- Youth Services Specialists
- Community Outreach & Development Coordinators
- Facilities Administrators
- ILS Administrators

The working conditions of the bargaining unit members are excellent. They are provided with superior wages and benefits, which are in line with other employees within the Library as well as in relation to peer organizations.

II. CURRENT NEGOTIATIONS

The Parties have been engaged in collective bargaining negotiations for more than one year. During that period, the parties met for the purpose of collective bargaining on more than 20 occasions. In addition, the parties met with a mediator on

¹ At the same time that the employees in the existing bargaining unit voted for Union representation, a second proposed bargaining unit at the Library voted against Union representation.

one occasion during bargaining. Near the end of the bargaining process, the Parties reached impasse and the Library provided its last, best offer. The Union declined the offer and the Library filed for fact finding.

Over the course of bargaining, the Parties reached tentative agreement on the following 20 Articles:

- Preamble
- Article TBD - No Strike – No Lockout
- Article 2 – Professional Negotiations Procedures
- Article 3 – Non-Discrimination
- Article 4 – Grievance Procedure
- Article 5 – Association Rights
- Article 6 – Labor Management Committee
- Article 7 – Seniority
- Article 8 – Probationary Period
- Article 10 – Corrective Action
- Article 11 – Professional Personnel Records
- Article 13 – Reduction in Force
- Article 14 – Evaluation
- Article 15 – Hours of Work
- Article 17 – Vacation
- Article 18 – Calamity Days
- Article 20 – Bereavement Leave
- Article 23 – FMLA
- Article 24 – Jury Duty and Witness Duty
- Article 25 – Professional Development
- Article 30 – Ohio Public Employees Retirement System²

The Library's proposals with respect to open Articles are attached as **Exhibit A**.

² There are three Articles (12, 21, and 32) which were given a numerical designation but were either withdrawn by the Union during bargaining or merged with another Article.

II. SUMMARY OF UNRESOLVED ISSUES

ARTICLE 1

RECOGNITION - TIA

Union's Proposal: Maintain the current ratio of full time to part time employees in effect as of March 1, 2015; Prohibit the Library from reducing the number of hours for which employees are scheduled during the duration of the Agreement.

Library's Proposal: Both the composition of the workforce and the numbers of hours to be worked by such workforce are within the traditional management rights of the Library.

The Union is seeking to infringe upon traditional management rights by proposing a restriction on both the ratio of full-time employees to part-time employees and by requiring the Library to not reduce hours during the term of the agreement.

ARTICLE 9

VACANCY AND TRANSFER

Union's Proposal: Require the Library to interview all "qualified internal applicants" for available bargaining unit positions; Require that such selection may not be "arbitrary and/or capricious."

Library's Proposal: Determination of which employees will perform which job duties is a right reserved to management in its sole discretion.

The Union wants the Library to interview all candidates and to put restrictions on the Library's ability to select a candidate, both of which infringe upon traditional management rights by reducing the Library's ability to transfer employees and change employee duties.

ARTICLE 16

HOLIDAYS

Union's Proposal: Allow employees to miss work prior to or immediately after a holiday, without loss of holiday pay.

Library's Proposal: Condition holiday pay on attendance before or after a holiday, but allow for employees who are previously scheduled off, such as pursuant to vacation or scheduled sick leave, to still receive holiday pay.

The Union wants employees to be able to miss a day before or after a holiday and still receive compensation for that day. In particular, the Union is seeking "paid status" before and after a holiday in order to be paid, which would include a call off. The Library is willing to accommodate employees who have scheduled and approved time off before or after a holiday but will not agree to allow employees to use unscheduled time off and still receive holiday pay. The position of the Library is consistent with other libraries and, in fact, is more lenient than several other libraries, which have an absolute prohibition on the receipt of holiday pay when an employee misses the day before or the day after a holiday. See **Exhibit B**.

ARTICLE 19

SICK LEAVE

Union's Proposal: Maintain the sick leave policy previously in effect for the remainder of Library employees; Require payment of accrued but unused sick leave upon retirement.

Library's Proposal: Implement sick leave policy currently in effect for the remainder of the Library's employees; No payment of benefits upon retirement.

The Union wants the definition section broadened from the current practice and wants employees to receive payment of some portion of the employees' accrued benefits upon retirement. The Union is seeking to return to the policy in effect at the

Library until December 31, 2015 for all employees, which is currently in place only for bargaining unit employees. At the beginning of 2016, the Library Board of Trustees revised the definition of "immediate family." In addition to removing "siblings" for the purpose of taking sick leave, the Library removed "domestic partners" and "parents of domestic partners." Because of a recent change in the definition of "spouse," all employees can now be treated uniformly as all employees, regardless of sexual orientation, may now legally marry in Ohio. The Article, as proposed by the Library, is the policy in effect for all other employees of the Library.

The Union is also seeking payments for accumulated and unused sick leave upon retirement. The Library has not historically provided such payment, it does not currently provide such payment to any other employee of the Library, and does not intend to modify that policy going forward with respect to any employee.

ARTICLE 22

CHILD CARE LEAVE

Union's Proposal: Implement new policy which would require Library to grant child care leave for a period of 12 months.

Library's Proposal: No implementation of the proposed policy.

The Union's proposal would require the Library to grant employees up to 12 months of what it calls "child care leave". The Library does not provide this leave to any other employee. Instead, the Library complies with the Family and Medical Leave Act ("FMLA"), which allows for up to 12 weeks of leave for eligible employees. The Library believes that the rights afforded to the employees under the FMLA are sufficient for

child care purposes. The Library has no interest in including this Article in a collective bargaining agreement.

ARTICLE 26

SICK LEAVE BANK

Union's Proposal:
additional use.

Revise existing sick leave bank to allow for

Library's Proposal:

Maintain existing rules, which apply to all employees and which are consistent with Federal law.

For a number of years the Library has had a sick leave bank. This policy allows employees to contribute to the sick leave bank and, for those who choose to participate, to receive paid sick leave for unplanned emergency situations. The existing policy applies to all employees of the Library and is drafted to comply with Federal law governing such policies. The Union's proposal, which is an attempt to loosen the policy to allow additional usage, would violate Federal law. Employees are well aware of the restrictions placed on the withdrawal of sick leave time from the bank and certainly may choose to not participate at their discretion. The Library has no interest in including this Article in a collective bargaining agreement.

ARTICLE 27

SUBCONTRACTING BAR

Union's Proposal:

Implement restrictions on the ability of the Library to subcontract any work performed by members of bargaining unit as of January 1, 2015.

Library's Proposal:

Maintain existing management right to determine the adequacy and composition of the workforce and to make changes, if necessary, regarding the same.

The Union is seeking a restriction on the Library's ability to subcontract bargaining unit work. Determining the adequacy of the workforce as well as the duties to be performed is a traditional management right. The Library has no interest in including this Article in a collective bargaining agreement.

ARTICLE 29 SALARY

Union's Proposal: A three percent increase on each January 1 that the contract is in effect along with a \$1,000 "stipend" for each bargaining unit member per year.

Library's Proposal: A one percent increase on each January 1 that the contract is in effect.³

The Library considers its budget annually and makes decisions on employee compensation on an annual basis. Given that the collective bargaining agreement will extend for more than the one-year period, the Library, as an organization that is dependent on the taxpayers, must be cautious when it commits to future wage increases. A three percent increase, as proposed by the Union, would act as a windfall for a number of the bargaining unit employees, who have traditionally received less than that amount. In fact, 20 bargaining unit employees received less than a two percent increase in 2016, including two bargaining unit employees who received less than a one percent increase. See **Exhibit C**. That said, the Library employees as a whole are well compensated and have been well compensated for years. There is no deficit when it comes to their pay versus other comparable libraries or internally as they relate to other

³ While the parties tentatively agreed to a duration Article at the outset of bargaining, because of the length of the process, as part of its proposal on November 15, 2015, the Library proposed a one percent increase in 2017, 2018 and 2019. It is the intent of the Library for the collective bargaining agreement to extend for a three-year period post ratification.

employees. The Fact Finder should also take into account the exemplary benefits, other than wages, that the Library provides. In addition to the excellent insurance benefits discussed elsewhere in this document, the Library picks up the entire amount of the employees' OPERS contribution, which is a rich benefit and one that does not exist at most other Ohio libraries. Finally, the increase requested by the Union is well in excess of the most recent State Employment Relations Board Annual Wage Settlement Report, which shows the three-year average contractual increase over the life of a three-year contract to be only 1.80 percent. See Exhibit D. The Library believes that a contractually-mandated one percent annual increase in each year of the contract is a fiscally responsible award that adequately compensates employees and reflects the nature of the fact-finding process, the fact the employees have a strong overall compensation package, and the fact that the Library must continue to be a good steward of public funds.

ARTICLE 31

INSURANCE

Union's Proposal: Maintain benefits in effect as of March 1, 2015; Increase Library share of insurance with respect to most bargaining unit members.

Library's Proposal: Provide the same benefits to the eligible members of the bargaining unit, on the same terms, as it provides such benefits to the remainder of the Library employees, including management.

The Union is seeking specific percentage contributions for full-time and part-time employees as well as a freeze in benefits. Contrary to that position, the Library has proposed that all bargaining unit employees receive the same benefits, at the same

cost, as all other employees of the Library, including management. The language proposed by the Library is common in public sector collective bargaining agreements in Ohio and places the bargaining unit members alongside management as management attempts to obtain the best insurance benefits, at a reasonable cost, for themselves and the rest of the employees. This "me-too" language is especially appropriate in a situation like the Library's, where the bargaining unit employees are a minority of the total workforce. As stated previously, only 44 of the Library's 117 employees are in the bargaining unit. While the appropriate award is the "me-too" language that the Library proposes, it is important to note that the Library's bargaining unit employees have no reason for concern with respect to the benefits to be provided. The Library's current health insurance benefits compare favorably to a number of local libraries, as well as a number of local public jurisdictions. See **Exhibit E**.

ARTICLE TBD

MANAGEMENT RIGHTS

Union's Proposal:

No proposal and no response.

Library's Proposal:
clause.

Proposed a standard management rights

The Library has proposed a reasonable Management Rights clause. The Union has not responded to the Library's proposed language in any substantive way.

ARTICLE TBD

MODIFICATION

Union's Proposal:

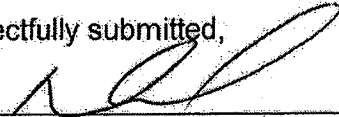
No proposal and no response.

Library's Proposal:

Proposed a reasonable modification clause.

The Library has proposed a reasonable Modification clause. The Union has not responded to the Library's proposed language in any substantive way. The Library intends that this contract cover all matters that could have been proposed by either side during the bargaining process. If not specifically included in the contract, the management rights clause shall prevail.

Respectfully submitted,

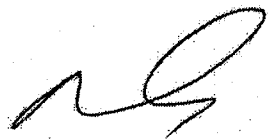


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ATTORNEY/REPRESENTATIVE FOR THE
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PUBLIC LIBRARY

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing EMPLOYER'S REPORT was served via electronic mail upon Susan Jansen, at sjansen@djflawfirm.com this 9th day of November, 2016.



Douglas C. Anspach, Jr.