

acting by the Department of Highways and Public Works, and The Huffman-Wolfe Company, of Columbus, Ohio. This contract covers the construction and completion of the heating and plumbing items for the Education Building, Ohio State University, and calls for an expenditure of \$41,640.00.

You have submitted the certificate of the Director of Finance to the effect that there are unencumbered balances legally appropriated in a sum sufficient to cover the obligations of the contract. There has further been submitted a contract bond, upon which the Fidelity and Deposit Company of Maryland appears as surety, sufficient to cover the amount of the contract.

You have further submitted evidence indicating that plans were properly prepared and approved, notice to bidders was properly given, bids tabulated as required by law and the contract duly awarded. Also it appears that the laws relating to the status of surety companies and the workmen's compensation have been complied with.

Finding said contract and bond in proper legal form, I have this day noted my approval thereon and return the same herewith to you, together with all other data submitted in this connection.

Respectfully,  
C. C. CRABBE,  
*Attorney General.*

1762.

DAYTON STATE HOSPITAL—NURSES TRAINING SCHOOL—NO AUTHORITY TO RETAIN PART OF COMPENSATION OF AN EMPLOYEE UNTIL THE END OF A GIVEN PERIOD.

*SYLLABUS:*

*Under existing laws, there is no authority for the Dayton State Hospital to retain any part of compensation payable to attendants for services rendered for the State until the end of a certain period, on account of the Nurses Training School conducted in connection herewith.*

COLUMBUS, OHIO, September 16, 1924.

*Civil Service Commission of Ohio, Columbus, Ohio.*

Gentlemen:—

In your recent communication you request my opinion on a state of facts submitted by Hon. H. M. McClellan, Superintendent of the Dayton State Hospital, which reads:

“The Nurses’ Training School of the Dayton State Hospital has been officially recognized by the State Association of Nurses and we start in as an accredited school this fall.

In so far as the average general training school in the State pays their trainees at the rates of \$10.00 per month for the first year, \$15.00 per month for the second year and \$20.00 per month for the third year, and also as these girls will come in as attendants to be paid at the rates of from \$30.00 to \$40.00 per month over a two-year period, I would like to gain your

permission to make arrangement with these girls who enter training that they receive in this school at the rates of \$10.00 per month for the first year, \$15.00 per month for the second year and \$20.00 per month for the third year, the balance being kept in the hands of our Chief Clerk, to be given them at the completion of their course.

The reasons for this are twofold. First, that no unfair advantage be taken of any other training school in the State so far as remuneration is concerned. Second, that the girl coming into this hospital will be coming primarily for the training and not for the money, and, third, through holding back a certain portion of the money it gives the girl an incentive to continue on and finish up her training rather than fall down at the end of one or two years as is so often done in a great many of our training schools.

I hope that you will see the advantage of this and grant me permission to try this schedule out, it being understood that if it is necessary to discharge any girl on account of improper conduct during her training that she will be paid the full amount that she would have received being employed as an attendant."

In an examination of the statutes no special authority has been found for the creating of a Nurses' Training School in connection with a State Hospital or Institution. However, no objection is seen to an arrangement whereby the service of an attendant in a State Hospital is recognized to the extent that credit is given so as to entitle such a person to be registered as a nurse under the Registration Act if the service merits such. However, when it comes to the arrangement in reference to compensation, this is a proposition that must be dealt with in pursuance to the provisions of the statute relative to the appointment fixing the salary of state employes, and cannot be conducted upon the same basis as a private training school. In other words, the employes of the institution which you mention are appointed under the provisions of Section 1842, by the Board of Administration (now the Director of the Department of Public Welfare). After conference with the managing officer of each institution said authority shall determine the number, and shall from time to time fix the salary and wages to be paid at the various institutions, which shall be uniform as far as possible, and approved in writing by the Governor.

The section to which you refer (2260), which is a part of the general provision dealing with salaries and compensation of state officers and employes, in substance, provides that such salaries shall be paid monthly.

From the foregoing, it is believed to be clear that there is no provision under the statutes whereby a certain percentage of a salary may be legally retained by an officer of an institution to be paid at the end of a given period. The statutes provide for the fixing of a salary and the payment of a salary. To pay a part of the same would not be a compliance with the statute.

However, for whatever compensation may be fixed for an employe of the institution which you mention, a warrant must be drawn payable to such party for the full amount of the service rendered, payable monthly, and delivered to such employe.

Respectfully,  
C. C. CRABBE,  
*Attorney General.*