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IN THE MATTER OF FACT FINDING

BETWEEN

LORAIN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

AND

UNITED AUTO WORKERS, LOCAL 2192

Case # ~~06~~-MED-06-0670

07

ADVOCATE FOR THE UNION:

**Dave LaChance, International Representative
Region 2-B UAW
5000 Rockside Road, Suite 300
Cleveland OH 44131**

ADVOCATE FOR THE EMPLOYER:

**Howard D. Heffelfinger, Exec. Vice President
Marty Bramlet, Special Projects Mgr.
CLEMANS-NELSON & ASSOCIATES, INC.
2351 South Arlington Road
Suite A
Akron OH 44319-1907**

INTRODUCTION

The bargaining unit of approximately two hundred and thirty five (235) employees is comprised of employees holding positions in forty-two (42) classifications, which encompass social service, clerical, and other types of blue collar employment. The bargaining unit is represented by UAW Local 2192 (hereinafter "Union"). The Employer is the Lorain County Department of Job and Family Services (hereinafter "DJFS" or Employer), a large social service agency located in Lorain County, Ohio.

The parties reached tentative agreement twice during the negotiations that preceded the instant fact-finding, on November 9, 2007 and again on December 6, 2007. In both cases the bargaining unit rejected these tentative agreements, which led to fact-finding and the involvement of the undersigned fact finder. The three issues that remain in dispute are sick leave, wages, and health care. A mediation/fact-finding effort and subsequent hearing was held on December 19, 2007 at the offices of the Employer located at 42485 North Ridge Road, Elyria, Ohio.

The demeanor and conduct of the advocates and both bargaining teams were exemplified by a high level of professionalism. Both parties made thorough presentations supported by concise data. The differences that exist between the parties over the issues contained in this report and the fact that prior tentative agreements have not received the support of a majority of the voting union membership does not impair what appears to be a respectful

relationship between the parties. Moreover, both parties expressed a clear commitment to providing quality public service to the citizens of Lorain County.

CRITERIA

OHIO REVISED CODE

In the finding of fact, the Ohio Revised Code, Section 4117.14 (C) (4) (E) establishes the criteria to be considered for fact-finders. For the purposes of review, the criteria are as follows:

1. Past collective bargaining agreements
2. Comparisons
3. *The interest and welfare of the public and the ability of the employer to finance the settlement.*
4. The lawful authority of the employer
5. Any stipulations of the parties
6. Any other factors not itemized above, which are normally or traditionally used in disputes of this nature.

These criteria are limited in their utility, given the lack of statutory direction in assigning each relative weight. Nevertheless, they provide the basis upon which the following recommendations are made.

OVERALL RATIONALE FOR RECOMMENDATIONS

Although perceptively better than in the earlier part of the decade, Ohio's economy remains uncertain as does the financial outlook for many Ohio public employers. The state of Ohio continues to struggle to find ways to fund the many obligations it shoulders such as Medicaid costs, education, job growth, and a myriad of other pressing economic demands. The state's economy is particularly fragile when compared to many other states, and there is a continued concern that revenue will fall short of demand for services at all levels of government. A major reason for this fragility lies in the significant loss of high paying jobs in many parts of Ohio during the last decade, particularly in northeast Ohio where approximately 170,00 jobs have been lost during the past seven years. Twelve months of announcements of plant closings and layoffs by the Ford Motor Company as well as General Motors and Chrysler promise to have both a direct impact upon households and a rippling secondary impact upon industries that supply local plants and businesses that benefit from customers who are employees in these plants. This is hardly a new phenomenon to Lorain County, which has suffered the loss of major manufacturing facilities for many years. Recently, Governor Strickland reportedly is considering major cost cutting in state government that is likely to result in early retirement buyouts and the possible closing of some state facilities.

Compounding the problem of high paying job loss is the recent credit crunch and its impact upon housing values, which likely affect both sales tax revenue and eventually may reduce property tax revenues. Ohio's foreclosure rate is double that of the national average and it holds the dubious distinction of leading all states in foreclosures. The overall limitations these issues place upon public employers in Lorain County are not lost on the analysis of this fact finder. There is a bottom line to watch in all businesses, and government is no exception. While the economic realities in northeast Ohio must be considered, it is axiomatic that the delivery of quality service depends on recruiting and retaining quality employees. Central to maintaining a quality workforce at DJFS is the maintenance of competitive wages, benefits, and a reasonable working environment.

The positions of the parties on each issue can be found in the attached appendices. They will also be incorporated in the discussion related to each issue.

ISSUES

ISSUE 1: ARTICLE 26.3 and 26.10 SICK LEAVE

Union Position

See Appendix A for details. The Union is opposed to changing current language. It argues that the current language has not posed a problem for the Employer and that employees have been able to minimize time away from work by being able to take sick leave in one-half (1/2) hour increments. The Union also rejects the Employer's language to require an

employee to produce a doctor's slip every time he/she attempts to use sick leave to cover a period of absence.

Employer Position

See Appendix B. The Employer argues it would like to change the incremental use of sick leave from the current ½ hour to 1 hour for purposes related to operational need. It also defends its proposal to require a doctor's excuse for absences that an employee claims should be covered by sick leave.

DISCUSSION

A moving party in fact-finding needs to present evidence of a need for a change in current language. Proposing a mandatory medical excuse, the Employer made the unrefuted assertion that there are employees who take advantage of the language contained in Article 26.3. In particular, these employees attempt to cover tardiness with claims of being sick. The extent of this use is not completely clear, however a trend of this nature, regardless of how small, is likely to grow if left unchecked. The arguments by the Union regarding the original intent of the language to minimize time away from work are persuasive if use is valid. I find there is sufficient justification for a reasonable modification in the language in order to assure compliance with its original intent. It is also noted that the parties reached an unsigned tentative agreement to change the language of Article 26.10 as described by the Employer in Appendix B. Therefore, the following recommendation shall incorporate a reference to this section of Article 26.

RECOMMENDATIONS:

Article 26.3 Charging of Sick Leave. Sick leave shall be charged in minimum increments of one-half (1/2) hour. **Sick leave claimed by an employee for the first half (1/2) hour of his/her shift shall only be granted if an employee provides a minimum of twenty-four (24) hours advanced notice to the Employer of the need to take such time, or in the alternative provides a valid medical excuse to the Employer covering the use of said time.** An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings.

Article 26.10 is considered to be tentative agreed to by the parties and should reflect the language contained in the Employer's language contained in Appendix B.

ISSUE 2: ARTICLE 33 WAGES

Union Position

See Appendix A. The Union proposes increases of 5% the first year of the contract, retroactive to September 16, 2007, and 2% in each of the subsequent years of the contract (i.e. the second and third year).

Employer Position

See Appendix B. The Employer proposes increases of 4%, effective the date of the Agreement is ratified by both parties (i.e. not retroactive), and 2.5% in each of the subsequent years of the contract (i.e. the second and third year).

DISCUSSION

The evidence in the record duly notes the parties attempted to settle these negotiations on two separate occasions that were not ratified by the bargaining unit. It is further noted from the evidence that there is a considerable range between pay grades of bargaining unit members based upon the many classifications they occupy. This is a very diverse bargaining unit, which in the experience of this neutral is not uncommon in job and family service agencies in the state of Ohio.

During the hearing the Employer indicated that it was not opposed to converting its proposed increase to cents per hour or 4%, whichever was greater. It is noted that in recent contract settlements reached by the Teamsters and the United States Steelworker with the Employer (Union Exh. 3), the settlements employed the strategy of an "either/or option" between a 4% increase or a cents per hour amount, with the employee having the advantage of applying the greater sum to his/her salary. This methodology, of which the undersigned fact-finder is very familiar, may on a selective basis provide a more equitable salary increase to a diverse bargaining unit that contains a wide variety of classifications. According to the evidence, the Steelworkers settlement

(Union Exh. 3) was 4% (or .60), 2.5% (or .37), and 2.5% (or .38) over a three year period. According to Employer Exh. 1, provided by Assistant Director LCDJFS, a .60 cents per hour increase in lieu of a 4% increase would benefit approximately 153 of the approximately 230 bargaining unit employees. In other words, approximately two-thirds (2/3) would receive more of an increase using the "either/or option".

Internal comparables are persuasive in fact-finding and given the diverse pay grades of the bargaining unit, it appears reasonable to provide the bargaining unit with the same "either/or option" for salary that was provided to other bargaining units.

I agree with the Union's position to make said increases retroactive to the beginning of the contract. It is somewhat troubling that in spite of good faith bargaining and understandings reached at the bargaining table, the bargaining unit overwhelmingly rejected the prior tentative agreements. This conduct puts the Employer at a distinct disadvantage and places the Union's bargaining team in a position that undermines its credibility, often placing a pall over future negotiations. While a delay in settlement has taken place, in large part by two failed ratification votes, there is no evidence contained in the record to suggest that this extended time was a result of bad faith bargaining or any other unseemly bargaining tactics by either party. Moreover, there was no evidence to demonstrate that the Union bargained in bad faith by purposely orchestrating rejections of tentative agreements to gain some advantage in negotiations. If there were evidence of this being the case, the Union would seriously risk the loss of retroactivity, a fact that needs to be emphasized to the bargaining unit regarding future negotiations.

RECOMMENDATIONS:

Effective with the pay period that includes September 16, 2007, an increase of 4% or .60 per hour, whichever is greater is recommended.

Effective with the pay period that includes September 16, 2008, an increase of 2.5% or .37 per hour, whichever is greater is recommended.

Effective with the pay period that includes September 16, 2009, an increase of 2.5% or .38 per hour, whichever is greater is recommended.

Said increases shall be incorporated in current language.

ISSUE 3: ARTICLE 34: HEALTH CARE INSURANCE

Union Position

See Appendix A. The Union does not support the 90/10 split being proposed by the Employer. It proposes maintenance of current language.

Employer Position

The Employer argues that it is proposing what all of the other bargaining units in the County have agreed to as of the date of the hearing. It cites increased costs of health care and the need to share such costs with employees. The Employer further asserts that the 90/10 split being proposed is less than the state average of public employees, which according to SERB data is approximately an 87%/13% split between employers and employees, when all the bargaining units in the state are considered.

DISCUSSION

According to Employer Exh. 1, there are 88 single health care payers in the bargaining unit and 132 employees on the family plan. The Employer's proposed departure from the current \$5.00 pay per month by singles and the \$35.00 a month payment by family members, while representing a significant change, is no different than what has been agreed to by other bargaining units in the County, which the Union used as comparables for other matters such as wages. The internal comparables support the Employer's position in this matter. I also concur with the Employer's argument that a 90/10 split in health care premiums is supported by statewide data for other public employees in Ohio.

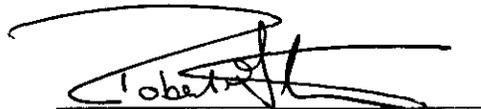
RECOMMENDATIONS:

The Employer's position in Article 34.4 proposing a 90/10 split of health care premiums is recommended, see Appendix B.

TENTATIVE AGREEMENT

During negotiations, mediation, and fact-finding the parties reached tentative agreements on several issues. These tentative agreements and any current language recommended to remain unchanged or not addressed in this report are part of the recommendations contained in this report.

The Fact-finder respectfully submits the above recommendations to the parties this 22nd day of January 2008 in Portage County, Ohio.

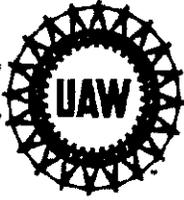


Robert G. Stein, Fact-finder

APPENDIX A

Cleveland Sub-Regional Office
5000 Rockside Road, Suite 300
Cleveland, Ohio 44131
Phone (216) 447-6080 - Fax (216) 447-1719

LLOYD MAHAFFEY, DIRECTOR
REGION 2-B, UAW
1691 Woodlands Drive
Maumee, Ohio 43537
Phone 419-893-4677 - Fax 419-893-4073



INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE & AGRICULTURAL IMPLEMENT WORKERS OF AMERICA-UAW

RON GETTELFINGER, *PRESIDENT*

ELIZABETH BUNN, *SECRETARY-TREASURER*

VICE-PRESIDENTS

GENERAL HOLIEFIELD • BOB KING • CAL RAPSON • JAMES SETTLES, JR. • TERRY THURMAN

December 17, 2007

Robert G. Stein
Arbitrator and Mediator
265 W. Main St., Ste. 102
Kent OH 44240-2403

BY E-MAIL TO: RGSTEIN@EN.COM BY
AND OVERNIGHT DELIVERY

Re: Lorain County Dept. of Job and Family Services
International Union, UAW, Local 2192

Dear Mr. Stein:

Attached please find the Union's Position Statement in the above-captioned matter. Thank you for your consideration.

Very truly yours,

A handwritten signature in black ink, appearing to read 'David LaChance', written in a cursive style.

David LaChance
International Representative
Region 2-B, UAW

DLC:mtk/opeiu494afclcio

Enclosures

cc: Lloyd Mahaffey, Director, Region 2-B, UAW
Ken Lortz, Assistant Director, Region 2-B, UAW
Howard Heffelfinger (By e-mail to: hheffelfinger@clemansnelson.com and by Overnight delivery

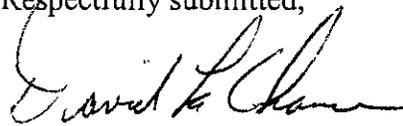
- 6) Call off line;
- 7) Union Officer Layoff Seniority;
- 8) Section 18.12, Preempt language (Revised Code 124.321 through 124.328);
- 9) Civil Service Law;
- 10) Personal Days;
- 11) Bilingual Pay;
- 12) Intermittent bilingual pay;
- 13) Letters of Understanding.

The following is a list of currently open issues, as agreed to by the principle representatives, and the Union position:

- 1) Changing of sick leave: **The Union opposes this change and seeks to maintain current contract language. (Section 26.3)**
- 2) Wages: **The Union proposes 5% the first year, 2% the second year, 2% the third year, retroactive to September 16, 2007.**
- 3) Health Care: The employer has proposed to increase the employee contribution which is currently capped at \$35.00 a month for family coverage, and \$5.00 a month for single coverage to \$108.80 for family coverage, and \$43.40 for single coverage under Plan (A) as example with no cap, changing the current 80/20 plan to ~~20~~90/10 plan. **The Union opposes this change in part, but does agree with the 90/10 cost share.**

90/10

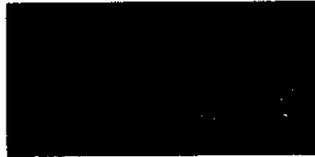
Respectfully submitted,



David LaChance
International Representative
Region 2-B, UAW
5000 Rockside Rd., Suite 300
Cleveland, Ohio 44131
(216) 447-6080

DLC:mtk/opeiu494aficio

APPENDIX B



CONSULTANTS TO MANAGEMENT

December 17, 2007

Rob Stein, Fact Finder
265 W. Main St., Suite 107
Kent, Ohio 44240

RE: SERB Case No. 2007-MED-06-0670
Lorain County Department of Job and Family Services (DJFS)
and UAW Local 2192

Dear Fact Finder Stein:

Pursuant to Ohio Revised Code Section 4117.14 and 4117-9-05 (F) of the Ohio Administrative Code, the Employer's representative respectfully submits the following information relative to the fact finding hearing scheduled for December 19, 2007.

1. The Employer is the Lorain County DJFS. The principal representative is Mr. Howard Heffelfinger, Executive Vice President, Clemans, Nelson & Associates, Inc., 6500 Emerald Parkway, Suite 100, Dublin, Ohio, 43016 (telephone number 614-923-7700).
2. The bargaining unit is comprised of full-time and regular part-time employees in forty-two (42) different clerical, social services and blue collar classifications. There are approximately two hundred and thirty (230) employees in the unit.
3. A copy of the existing agreement is enclosed.
4. Following is the Employer's position on the unresolved issues:

Article 26, Sick Leave

The Employer's proposal in Section 26.3 is to require an employee to use sick leave in one (1) hour increments. In addition, the Employer has proposed that an employee be required to provide a physician's statement whenever he reports to

OVER A QUARTER-CENTURY OF SERVICE TO EMPLOYERS

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www.clemansnelson.com

work after his scheduled starting time and attempts to use sick leave to cover the period of absence.

The Employer has also proposed changes to Section 26.10. However, the Employer believes the Union is in agreement with these changes.

Article 33, Wages

In Section 33.2 it is the Employer's proposal that the salary schedule be increased by four percent (4%) at the beginning of the first full pay period following the effective date of this agreement.

In Section 33.3 it is the Employer's proposal that the salary schedule be increased by two and one-half percent (2.5%) on September 16, 2008.

In Section 33.4 it is the Employer's proposal that the salary schedule be increased by two and one-half percent (2.5%) on September 16, 2009.

In Section 33.5 it is the Employer's proposal that employees receive a pay increase of four percent (4%) at the beginning of the first full pay period following the effective date of this agreement.

In Section 33.6 it is the Employer's proposal that employees receive a pay increase of two and one-half percent (2.5%) at the beginning of the pay period that includes September 16, 2008.

In Section 33.7 it is the Employer's proposal that employees receive a pay increase of two and one-half percent (2.5%) at the beginning of the pay period that includes September 16, 2009.

Article 34, Health Care Insurance

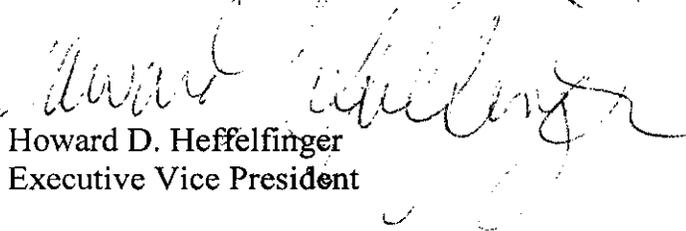
In Section 34.4 it is the Employer's proposal that upon execution, and for the duration of the agreement, employees will contribute ten percent (10%) of the premium cost per month for family or single coverage.

Rob Stein, Fact Finder
December 17, 2007
Page 3

Enclosed please find a copy of the Employer's proposals on the above-referenced issues.
I look forward to seeing you on December 19th.

Sincerely,

CLEMANS, NELSON & ASSOCIATES, INC.



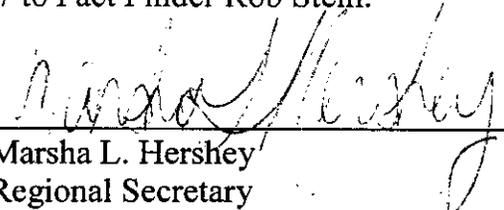
Howard D. Heffelfinger
Executive Vice President

HDH/mlh

cc: Joe DeTillio
Dave LaChance

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true copy of this fact finding submission was sent via facsimile to Dave LaChance on this 17th day of December 2007, and hand delivered by Marty Bramlett on the 18th day of December 2007 to Fact Finder Rob Stein.



Marsha L. Hershey
Regional Secretary

ARTICLE 26
SICK LEAVE

Section 26.1. Employees shall earn sick leave at the rate of 4.0 hours for each biweekly pay period in active pay status.

Section 26.2. Credit is given for all time the employee is in active service and pay status, including vacations and sick leave. Credit is not given for time on “leave of absence without pay,” while on “layoffs,” or while suspended for disciplinary reasons.

Section 26.3. Charging of Sick Leave. Sick leave shall be charged in minimum increments of ~~one-half (1/2)~~ *one (1)* hour. *In addition to the other provisions of this article that require a physician’s statement, an employee will be required to provide a physician’s statement whenever he reports to work after his scheduled starting time and attempts to use sick leave to cover the period of the absence.* An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings.

Section 26.4. Uses of Sick Leave.

- A. Sick leave shall be granted to an employee upon approval of the Employer and for the following reasons:
1. Illness or injury of the employee or a member of his immediate family (see definition of immediate family for this purpose in [B] below);
 2. Death of a member of his immediate family (sick leave usage limited to a maximum of five [5] working days) (see definition of immediate family for this purpose in [B] below);
 3. Medical, dental, or optical examination or treatment of employee or a member of his immediate family which requires the employee, provided the employee submits confirmation of said examination (see definition of immediate family for this purpose in [B] below);

4. If a member of the immediate family is afflicted with a contagious disease or requires the care and attendance of the employee, or when, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others (see definition of immediate family for this purpose in [B] below);
 5. Pregnancy and/or childbirth and other conditions related thereto;
 6. A maximum of two (2) days to attend funerals and funeral related business for a member of the other family members as defined in (C) of this section;
 7. For paternity leave up to a maximum of five (5) working days.
- B. Definition of immediate family: parents, spouse, child, stepchild, a legal guardian or other person who stands in place of a parent (loco parentis). (Add brother, sister, grandparent, and grandchild, unless residing in the same household, for funeral purposes only.)
- C. Definition of other family members: brother-in-law, sister-in-law, daughter-in-law, son-in-law, father-in-law, mother-in-law.

Section 26.5. Evidence Required For Sick Leave Usage. The employee shall furnish the Employer a standard written signed statement on a form provided by the Employer to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal. When an employee is off sick for two (2) or more days, he will be required to state the "nature of illness" on the leave request form.

Section 26.6. Physician Statement. If medical attention is required, the employee shall be required to furnish an original satisfactory written, signed statement from a licensed physician to justify the use of sick leave. Where sick leave is requested to care for a member of the immediate family, the Employer shall require a physician's certificate if medical attention is required to the effect that the presence of the employee is necessary to care for the ill person.

Section 26.7. Physician Examination. Should conditions warrant it, the Employer may require an employee to take an examination, conducted by a licensed physician, to determine the employee's physical and/or mental capability to perform the duties of the employee's position. If found not qualified, the employee may be placed on sick leave. The cost of such examination shall be paid by the Employer.

Section 26.8. Abuse of Sick Leave. Employees intentionally failing to comply with sick leave rules and regulations shall not be paid. Application for sick leave with intent to defraud will result in dismissal and refund of salary or wage paid.

Section 26.9. Expiration of Sick Leave. If illness or disability continues beyond the time covered by accumulated sick leave, the employee may be granted a disability leave in accordance with the provisions set forth in this agreement.

Section 26.10. Sick Leave Conversion. An employee upon *retirement or separation*, with five (5) years or more of public service under PERS, shall receive cash payments of sick leave not to exceed one thousand (1,000) hours, *except when the Employer has just cause for removal. An employee hired after September 15, 2007, with five (5) or more years of service, shall, upon retirement or separation, be eligible to cash out a maximum of two hundred and fifty (250) hours of sick leave, except when the Employer has just cause for removal.*

**ARTICLE 33
WAGES**

Section 33.1. Bargaining unit employees shall be assigned to pay grades in accordance with the following:

<u>Pay Grade</u>	<u>Classification</u>
2	Clerk 1 Custodial Worker Office Machine Operator 2
3	Clerk 2 Data Entry Operator 1 Family Service Aide 1 Income Maintenance Aide 1 Mail Clerk/Messenger Telephone Operator Typist 1
4	Account Clerk 1 Accounting Machine Operator Data Entry Operator 2 Family Service Aide 2 Income Maintenance Aide 2 Maintenance Repair Worker Social Services Aide 1 Typist 2
4.5	Income Maintenance Aide 2-E
5	Social Services Aide 2
25	Clerical Specialist Technical Typist

6.5	Account Clerk 2 Investigator 1 Investigator 1-E Social Services Worker 1 Statistics Clerk
27	Account Clerk 3 Accountant 1 Employment Services Interviewer Examiner 2 Income Maintenance Worker 2 Investigator 2 Public Inquiries Assistant Social Service Worker 2
28	Employment Services Counselor Employment Services Representative Examiner 3 Income Maintenance Worker 3 Income Maintenance Worker 3-E Social Service Worker 3
29	Social Program Specialist

Section 33.2. Effective ~~September 16, 2004~~ *at the beginning of the first full pay period following the effective date of this agreement*, the following salary ranges will be effective:

<u>Pay Grade</u>	<u>Minimum Rate</u>	<u>Maximum Rate</u>
2	10.42	12.58
3	10.90	13.17
4	11.48	13.86
4.5	11.75	14.21
5	12.02	14.54
25	12.37	14.95
26.5	13.35	16.15
27	13.98	16.89
28	14.82	17.91
29	15.48	18.70

Section 33.3. Effective September 16, ~~2005~~ **2008**, the following salary ranges will be effective:

<u>Pay Grade</u>	<u>Minimum Rate</u>	<u>Maximum Rate</u>
2	10.68	12.90
3	11.17	13.50
4	11.77	14.21
4.5	12.04	14.56
5	12.32	14.90
25	12.68	15.32
26.5	13.68	16.55
27	14.33	17.31
28	15.19	18.36
29	15.87	19.17

Section 33.4. Effective September 16, ~~2006~~ **2009**, the following salary ranges will be effective:

<u>Pay Grade</u>	<u>Minimum Rate</u>	<u>Maximum Rate</u>
2	10.95	13.22
3	11.45	13.84
4	12.06	14.57
4.5	12.34	14.92
5	12.63	15.27
25	13.00	15.70
26.5	14.02	16.96
27	14.69	17.74
28	15.57	18.82
29	16.27	19.65

Section 33.5. Employees who are actively employed ~~as of September 16, 2004~~ **at the beginning of the first full pay period following the effective date of this agreement** shall receive an across-the-board adjustment of ~~one and one half percent (1.5%)~~ **four percent (4%)** to their hourly rate of pay, provided that said adjustment does not increase their hourly rate of pay beyond the maximum hourly rate for the pay grade to which their job classification is assigned. ~~Such increase shall become effective at the beginning of the pay period that includes September 16, 2004.~~ Employees at the maximum rate or employees who will exceed the maximum rate with the rate increase shall be taken to the maximum rate and a lump sum for the remaining amount.

Section 33.6. Employees who are actively employed as of September 16, ~~2005~~ **2008**, shall receive an across-the-board adjustment of ~~two percent (2%)~~ **two and one-half percent (2.5%)** to their hourly rate of pay, provided that said adjustment does not increase their hourly rate of pay beyond the maximum hourly rate of pay for the pay grade to which their job classification is assigned. Such increase shall become effective at the beginning of the pay period that includes September 16, ~~2005~~ **2008**. Employees at the maximum rate or employees who will exceed the maximum rate with the rate increase shall be taken to the maximum rate and a lump sum for the remaining amount.

Section 33.7. Employees who are actively employed as of September 16, ~~2006~~ **2009**, shall receive an across-the-board adjustment of ~~two percent (2%)~~ **two and one-half percent (2.5%)** to their hourly rate of pay, provided that said adjustment does not increase their hourly rate of pay beyond the maximum hourly rate of pay for the pay grade to which their job classification is assigned. Such increase shall become effective at the beginning of the pay period that includes September 16, ~~2006~~ **2009**. Employees at the maximum rate or employees who will exceed the maximum rate with the rate increase shall be taken to the maximum rate and a lump sum for the remaining amount.

Section 33.8. Demotion. Whenever a transitional employee is returned to his former classification, he shall be returned to his former hourly rate of pay. Whenever an employee who is not serving in a transitional period is demoted, and the employee has been in the position a minimum of twelve (12) months, he shall be placed at an hourly rate of pay for the pay grade of the new job classification which corresponds to the relative rate of the former job classification.

Section 33.9. Promotion. Employees who are promoted shall receive an increase of three percent (3%) to their hourly rate of pay, less any supplements, or be placed at the minimum for the new pay grade to which the classification is assigned, whichever is greater. Such increase shall be effective on the date of promotion.

Section 33.10. Longevity. Employees with ten (10) or more years of seniority with the Lorain County Department of Job & Family Services shall receive a longevity supplement to be included each pay period. Such supplement shall become effective at the beginning of the pay period in which the employee's completed years of seniority increases.

Completed Years Of Service

Supplement Amount (Per Hour)

10 years	.15
11 years	.16
12 years	.17
13 years	.18
14 years	.19
15 years	.20
16 years	.21
17 years	.22
18 years	.23
19 years	.24
20 or more years	.25

**Lorain County DJFS
UAW Local 2192
Employer Proposal**

**ARTICLE 34
HEALTH CARE INSURANCE**

Section 34.1. The Employer will continue to provide full-time bargaining unit employees with coverage under the Lorain County Health Care Plan, including basic surgical, hospitalization, major medical, dental, vision, and prescription drug coverage, and shall pay the premium cost for said insurance in accordance with Section 4 of this article.

Section 34.2. The Employer retains the right to select carriers and/or to otherwise determine the manner by which coverage is provided. Initial eligibility and maintenance of eligibility for coverage shall be subject to the terms and conditions identified in the Plan Document.

Section 34.3. Notwithstanding the provisions of Section 1 above, which provides for health care coverage, the Union agrees that the Employer may offer alternative health care coverage programs during the term of the agreement. The Board of Commissioners shall determine the terms and conditions of such alternative programs. The costs and/or the terms and conditions of said programs shall be at the discretion of the Board of Commissioners and may be subject to change. In the event of changes in the costs and/or terms and conditions of such alternative programs, affected employees may withdraw from said program and shall be entitled to the benefits described in Section 1 above.

Section 34.4. Effective ~~January 1, 2004~~ *upon execution*, and for the duration of the agreement, the employee will be required to contribute, through payroll deduction, an amount not to exceed ~~thirty five dollars (\$35.00)~~ *ten percent (10%) of the premium cost per month for family coverage and five dollars (\$5.00) a month for or* single coverage.

Section 34.5. Full-time employees must remain in an active pay status in order to continue to be eligible for Employer-paid health care coverage, except as provided for in the Family and Medical Leave Act (FMLA) and the Employer's FMLA policy. Employees who are on an approved leave of absence shall be afforded the opportunity to pay for hospitalization, at the existing group rate, for the duration of their leave of absence.