

IN THE MATTER

OF

FACT FINDING

BETWEEN

**THE FEDERATION OF LUCAS COUNTY CHILDREN SERVICES
PROFESSIONAL, CLERICAL, AND SERVICE EMPLOYEES,
PROFESSIONAL GUILD OF OHIO AND
LOCAL 544 AMERICAN FEDERATION OF STATE, COUNTY, AND
MUNICIPAL EMPLOYEES, AFL-CIO**

AND

LUCAS COUNTY CHILDREN SERVICES BOARD

SERB CASE # 08-MED-12-1412

Robert G. Stein, Fact-finder

ADVOCATE FOR THE UNION:

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STATE EMPLOYMENT
RELATIONS BOARD

2009 AUG 20 P 3:

2009 AUG 20 P 3: 09

STATE EMPLOYMENT
RELATIONS BOARD

INTRODUCTION

The issues in dispute before the fact-finder were stipulated to by the parties during and following the final day of hearing held on July 15, 2009. They are as follows:

Issue 1. Hours of Work

Union: Article 18, all; Article 35, Deemed Certified – Hours of Work:

- A. “Employees will not be excluded from overtime opportunities or extra hours based on their rate of pay.”
- B. “Extra work and overtime will be assigned on a seniority rotation basis.”
- C. Attorney flex – delete paragraph that reads: “A maximum of three (3) consecutive days of special flex leave may be taken at any one time. At least one (1) week must be worked between utilization of special flex leaves.”
- D. “No bargaining unit employee will be required to work a split shift without mutual agreement.”

Mgmt: Deemed & Nurses: Hours of Work--OT

- A. Eliminate the 5 day 7 hour per day work week replace with flexible schedules
- B. Can direct to work a flexible schedule
- C. OT only for hrs actually worked over 40

Mgmt: Attorney's contract Hours of Work; eliminate special flex

Issue 2. Wages

Union: Article 19, all – Wages:

- A. Two percent (2%) general increase in the first year of the contract; reopener to set wages in the second and third years;
- B. Senior Analyst/Programmer will be paid an additional five percent (5%);
- C. Maintain step schedule and eliminate sunset provisions.

Mgmt: Wages:

Year 1 - 2% GWI; Year 2 - Wage Reopener; Year 3 - Wage Reopener; Elimination of Steps.

Issue 3. Caseworker Bonus

Mgmt: Deemed: CW Bonus

- A. Eliminate Provision

Union: Maintain current provision

Issue 4. Parking

Union: All Contracts: Parking

- A. Maintain current parking at Ontario Garage for CW2s, CW3s, Drivers, Family Visit Mgrs, Mail Clerk, Utility Person, Handicapped, Nurses, P/T Emergency Services.
- B. Eliminate parking at Commodore Perry and provide \$20 stipend per pay period to all other bargaining unit employees.

Mgmt: All Contracts: Parking

Provide parking for CW2 & CW3 who do daily field work + Driver, Utility & Mail Clerk

- Eliminate parking for remaining positions in Deemed and Nurses
Modify Proposal: Eliminate parking in attached garage and Commodore + Provide parking stipend of \$20/pay period to employees in those positions on the effective date of the contract.
- In Attys & Secy/Residual (Same paid parking terms as NBU)
Maintain Current Language

Issue 5. Cell Phone Stipend

Union: Provide Nurses with cell phone Stipend same as provided to caseworkers.

Mgmt: Maintain current language to provide cell phone allowance only to caseworkers.

Issue 6. Retirement Incentive

Union: All Contracts: Wages

A. Retirement Incentive - \$10K by 12/31/09

The parties in this dispute are two Unions representing several bargaining units. They are the Professional Guild of Ohio and AFSCME Local 544 (Unions). The Employer is the Lucas County Children's Services Board ("Employer" "Board" or "Agency"). The parties historically engage in multi-unit bargaining and the collective bargaining units are as follows:

1. Deemed Certified Unit comprised of approximately 262 bargaining unit employees who are employed as; child welfare caseworkers, aides, clerks, clerical specialists, data entry operator 2, mail clerk/messenger, public inquiries assistant 1, software specialist 1, storekeeper 1, stores clerk, telephone operator 1, vehicle operator 1, work processing specialist 1 and 2.
2. Secretary Unit comprised of approximately 7 all regular and part-time secretaries.
3. Residual Unit comprised of approximately 19 bargaining unit employees who are employed as; account clerk 2, data entry operator 3, trainer, programmer analyst 2 and training officer 1.
4. Nurse Unit comprised of approximately 7 registered nurses and licensed practical nurses.
5. Attorney Unit comprised of approximately 9 staff attorneys

Two days of mediation ending in fact-finding were held over the issues addressed in this report. Prior to a formal submission of evidence, the fact-finder, the advocates, and the bargaining teams made a concerted effort to

reconcile their differences over the issues listed above. Settlement possibilities were explored with the parties in an effort to find common ground upon which to construct a settlement. The discussions were particularly helpful to the fact-finder in understanding the unique concerns of each party, and additional tentative agreements were reached on some issues. The mediation effort was then followed by a hearing on the remaining open issues. Both advocates represented their respective parties well and clearly articulated the position of their clients on the issues in dispute. The Employer's and the Union's position statements will be attached to this report for transmission to SERB only and for purposes of efficiency will be referenced and not restated in this report. The demeanor and conduct of the advocates and bargain team members exemplify the responsibility with which the parties view their roles.

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 DETERMINATIONS (Recommendations)

While there appear to be initial signs of gradual recovery in some sectors of the national economy, Ohio's economy largely remains uncertain, particularly in light of the troubled domestic auto industry and its multitude of suppliers, many of whom have plants in Ohio. Job losses in Ohio during the past several years number in the tens of thousands and add to the existing structural problems of the economy in areas such as housing and banking. Northwest Ohio, with its particular ties to the auto industry in June of 2009, experienced unemployment rates in some counties that were reported to be in the 14% to 16% range. 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. There appears to be little question that the Governor's biennium budget will require greater sacrifices on the part of Ohioans and more job reductions. Hopefully, this situation will begin to turn around in the coming months with targeted help from the Federal government. For the moment the auto industry is experiencing increased sales as a result of one of the Federal government's programs commonly known as, "Cash for Clunkers". There are also other signs of "green shoots" in other economic sectors. Moreover, it is improper to generalize when it comes to economic conditions. For some the "sky is truly falling" while for others things are relatively stable but not dire. Each public entity in Ohio is unique in its

leadership, constituency, and in its economic circumstances. The Lucas County Children's Service Board, while an integral part in Lucas County, needs to be considered within the context of its own distinctive state of affairs to the extent that such distinction is consistent with the dictates of the statutory criteria stated above. After carefully considering the facts and evidence and applying all the statutory criteria stated above, the following recommendations are made in the areas of tentative agreement and in the issues in dispute.

Issues

The issue of **Hours of Work** is a result of multiple proposals from both parties. The Employer is seeking more flexibility in scheduling to include Saturday and Sunday workdays, is seeking to eliminate overtime for over eight (8) hours of work, and to eliminate the "special flex hour's program" for the attorney's bargaining unit. The Union is seeking more equity in the assignment of extra work and overtime to include what it perceives as a bias against such assignments based upon an employee's rate of pay. It also desires to further restrict the Employer from being able to split employee shifts for caseworkers without mutual agreement (e.g. requiring employees to work a shift that is in two distinct segments of working hours, with an extended unpaid lunch separating the segments). And in contrast with the Employer's position regarding the attorney's bargaining unit, the Union is seeking to eliminate restrictive caps on the current use of the "special flex hour's program".

Applying the statutory criteria to the facts and arguments presented by the parties there is insufficient support for either an expansion or contraction of the "special flex program" in the attorney's bargaining unit. The facts support the Union's position on the imposition of split shifts. Such a practice is uncommon in both the private and public sectors and unreasonably imposes additional out of pocket costs on an employee. The facts do support the Union's changes in creating greater equity in the assignment of extra hours and overtime. The Employer's proposal to reduce overtime costs on a daily basis represents a major change. It is likely that the bargaining units at some point in their bargaining history compromised to gain this benefit. While the economics of other employers in Lucas County may support such a significant change in benefits, the current economic condition of the Agency, while calling for prudence is not grim and does not support a removal of daily overtime.

The three issues of **Wages, Caseworker Bonus, and Retirement Incentive** are closely linked as economic issues and will be discussed together. The Union is seeking a general wage increase of 2% for the first year of the Agreement, with the maintenance of the step schedule and re-openers on wages in year two and three of the Agreement. The Employer is also proposing a 1st year general wage increase of 2%, with re-openers for the second and third year of the Agreement, but with the permanent elimination of the step schedule. The Employer points out that the Lucas County Board of County Commissioners has

not increased salaries for 2009, and that there have already been layoffs of a number of county employees. Moreover, the Employer claims that the Board of County Commissioners has kept health care benefits at their current levels with no increases in premium payments for employees in the County in 2009 with the understanding that wages would not be increased for 2009. The Union points out that all non-union employees of the Agency have already received a 2% increase for 2009 and that the Board, unlike other County employers is not struggling financially. The Union is also seeking a 3% equity increase for the Senior Program Analyst, which it argues is deserved given her knowledge, skills, and duties. The Employer, while valuing the Senior Program Analyst does not agree to a single individual receiving additional compensation arguing that she is not doing work outside of her job description. This individual dispute appears to be in need of a closer evaluation in order to properly evaluate the matter with hopes of reconciling the differences between the parties.

It would appear that with the Agency providing a 2% increase to all non-bargaining unit employees, and the parties agreeing to a 2% increase for the first year of the Agreement, the Board has already departed from the 2009 pattern among other County employee groups. Both parties realize that the financial future of the Agency is not as stable as it has been in the past. For example, while carrying into 2009 a relatively healthy (in comparison to other County entities) financial balance of some 19 million dollars, the data supported by the testimony of Executive Director Sparks ("Sparks") reveals that the

Agency's balance is declining due to annual spending that exceeds revenue by approximately 6 million dollars a year. Just a few years ago the revenue balance was approximately 31 million dollars, according to Sparks. Moreover, given a 12% cut in state revenue in the State Child Protection Allocation Program, the Agency does not anticipate any increase in future financial support from the state of Ohio. In addition, the prospect of having to renew levies in 2011 and 2013 in Lucas County, which is currently suffering over 14% unemployment, has provided all parties with a dose of reality that has resulted in mutual understanding by the Employer and its bargaining units that it would be unrealistic at this time to agree on salary increases beyond one year of the Agreement. The Employer projects a total budget deficit of \$4,778,855 by the end of 2012, and a total budget deficit of \$13,888,482 by the end of 2013, if revenues and expenses remain on the same trend lines. The fact-finder recognizes that these types of projections often are by design conservative, but given current conditions in the economy of northwest Ohio there is clearly a need for the Agency to be vigilant regarding its revenue stream and expenditures. The Union argues the Employer is far from being in financial difficulty. It contends the Agency has substantial cash reserves and voters have recently passed a levy in support of the Agency's work.

While the parties' position to only agree on wages for the first year is quite reasonable in light of the facts, the prospect of negotiating for the next two contract years does not portend to be an easy process. Two major areas of

contention are caseworker bonuses and the salary step schedule. The parties' have a serious disagreement regarding compensation that is provided through the step schedule currently consisting of 15 steps. Presently, the facts indicate there are approximately 178 bargaining unit employees who are eligible to receive step increases (approximately 3% per step), and 114 bargaining unit employees who are at the top of their respective wage categories. With some 61% of the bargaining unit employees eligible for step increases, the total elimination of such a benefit would have a widespread effect on future salary expectations. From the Employer's perspective, the elimination of steps would save the Employer approximately \$102,400 in wage costs in 2009 alone. No employees have received step increases since the Agreements have expired on April 30, 2009 and negotiations have continued. The Employer further argues that its proposal to eliminate steps, particularly in the caseworker classification, is in line with many other county children services agencies throughout the state. Moreover, the Employer argues that the overall goals in the County to reduce spending, abate the ongoing deficit spending, avoid a projected budget deficit, and avoid potential layoffs, support its position to eliminate step increases.

The parties indicated that during the history of their bargaining relationship the concept of a career ladder for caseworkers has been discussed and under the right conditions may be favored by both parties as a more contemporary salary structure that arguably may be a better fit for certain types of

classifications such as caseworker. However, it is also clear that the step schedule, albeit under continued criticism by the Employer, has been a part of the negotiations history between the parties and may be viewed differently in terms of valid comparables depending upon classification (e.g. caseworker vs. clerical). In addition, salary schedules often represent a specific wage structure design that parties to a collective bargaining agreement historically rely upon when negotiating contracts. Frequently such wage structures in the early steps place salaries below market value. Some of the comparables in Employer Exhibit I bear this out. The undersigned fact-finder has been involved in numerous negotiations where salary step structures have been eliminated or profoundly modified. Finding the market value of each classification is a key factor when major changes of this nature are made. This process takes planning and forethought, but if resolved to the satisfaction of both parties restructuring the salary schedule may be an important factor in strengthening the parties' future bargaining relationship.

An issue that is related to disagreements over the wage structure is the exiting bonus program for employees in the deemed certified unit. The Employer proposes to eliminate the caseworker bonus program and avers that it has outlived its purpose, is difficult to justify in terms of assignments, and points out its costs will continue to grow when additional employees become eligible. The Employer also argues that through other ways it assists bargaining unit members with tuition (e.g. TAP TR Programs) for advanced schooling, spending close to

\$100,000 per year. There are currently 32 employees in the bonus program and 22 more employees working toward eligibility for the bonus program. The Employer argues that when the bonus program was first established employees had very few options when it came to graduate school and the opportunity to earn a masters degree in social work. Now, the University of Toledo has such a program, asserts the Agency. The Employer also argues that it is difficult to assign appropriate work to the bonus recipients as outlined in the Agreement.

The Union wishes to maintain the bonus program arguing it promotes professionalism and encourages the further education of caseworkers. The 32 bargaining unit employees who currently are receiving a bonus are divided into a three tier system. Employees with a bachelors degree earn a 2% bonus (received by 4 employees); employees with a bachelors degree and license receive a 4% bonus (received by 24 employees); and employees who have earned a master's degree in social work and hold a license receive an 8% pay bonus (received by 4 employees). As previously stated there are approximately 22 additional employees who through continued education efforts will likely be eligible for a bonus at one of these levels in the not too distant future. The program supports a small number of employees and the Employer provided convincing evidence that the original reasons for its existence have substantially changed over time. However, the bonus amounts these employees receive are in the thousands of dollars and to immediately end the program would have a substantial impact upon their household budgets. Nevertheless, in this era of

streamlining government operations it is sensible and not unreasonable to directly address programs that are no longer serving their initial purpose. The current cost of the program is approximately \$73,000 per year for 32 employees, with no available estimate of the additional costs of adding 22 more employees to the program in the near future.

In summary, the facts support the need for the parties to make a concerted effort to resolve their historical and deep seated philosophical differences over an appropriate salary system and the bonus system. However, the diversity of the classifications in all of these bargaining units makes that a daunting task. It appears reasonable that such an undertaking should first begin incrementally, but with an effort that has a chance of producing real and meaningful change. It appears logical that such an undertaking should begin with the largest bargaining unit, and the one that contains several caseworkers who are also receiving bonus payments.

The facts as stated above do not support the addition of a retirement incentive bonus at this time. There is little evidence that a plan of this configuration would be affordable or efficacious.

The issue of **Parking** was discussed at length and according to bargaining history of the parties; it has been a contentious matter in the past. The Union's proposal is straightforward. It proposes to provide paid parking in the garage attached to the Agency, and to those not eligible to park in the garage, a

stipend of \$20 per pay. The Employer is proposing a more restricted parking benefit. Both parties agree that parking at the Commodore Perry is not practical and should be eliminated. The Employer seeks to reduce its costs by approximately \$4,000 annually. The Union's proposal is approximately \$29,200 higher than what the Employer currently pays for employee parking. This is a small difference, particularly considering the recommended step schedule savings realized by the Employer in the first year of the Agreement.

The issue of **Cell Phone Stipend** is a proposal by the Union to provide the nurse' bargaining unit the same stipend that is offered to social workers. The Employer opposes any expansion of this benefit, arguing that the current configuration of nursing work does not make it comparable to the work of case managers. The Union argues that nurses require the use of their cell phones without remuneration. While there is little question regarding the diligence of the nurses in communicating where and when necessary, it is not clear that the requirements placed upon them are equivalent to the requirements placed upon social workers, particularly as it relates to their safety. Moreover, the facts indicate that nurses already have access to cell phones in performing their duties.

After carefully considering the facts and evidence presented in this case the following determinations are made:

Determination:

Side Letters of Agreement dated 5/14/07 (Intake and Emergency Services) and dated 7/27/07 (Nurses) are void.

Deemed Certified Contract

Article 18 – Hours of Work

Section 1

The normal agency work week shall be thirty-five (35) work hours consisting of five (5) seven (7) hour work days. Employees shall not be paid for lunch time. Social workers in consultation with supervisors may work a flexible work day within the seven (7) hour day. **No employee will be required to work a split shift without mutual agreement.**

Section 2

Extra work and overtime will be assigned on a seniority basis. Employees will not be excluded from overtime opportunities or extra hours based on their rate of pay. In the event that an employee works beyond seven (7) work hours in a day, the employee shall receive straight time for the first hour and time and one-half for all hours thereafter. In the event that an employee works beyond forty (40) hours in a week, the employee shall receive time and one-half for all hours beyond forty (40). The employee may choose to be paid or to receive compensatory time. All overtime shall have prior supervisory approval.

Article 35 – Casework Miscellaneous Provisions

Section 4

Maintain current language

Secretary/Residual Contract

Article 18 – Hours of Work

Section 1

The normal work week shall be thirty-five (35) hours, Monday through Friday, 8:30 a.m. to 4:30 p.m. Employees shall not be paid for lunch time. With prior supervisory approval, employees may work flexible work days within the work week. The supervisor or manager may also direct an employee to work flexible work days within the work week, upon reasonable notice. **No employee will be required to work a split shift without mutual agreement.**

Section 2

Extra work and overtime will be assigned on a seniority basis. Employees will not be excluded from overtime opportunities or extra hours based upon their rate of pay. In the event that an employee works beyond forty (40) hours in a week, the employee shall receive time and one-half for all hours actually worked beyond forty (40). The employee may choose to be paid or to receive compensatory time. All overtime shall have prior supervisory approval.

Nurse Contract

Article 18 – Hours of Work

Section 1

The normal agency work week shall be thirty-five (35) hours, consisting of five (5) seven (7) hour work days. Employees shall not be paid for lunch time. With prior supervisory approval, nurses may work a flexible work day within the seven (7) hour day. **No employee will be required to work a split shift without mutual agreement.**

Section 2

Extra work and overtime will be assigned on a seniority basis. Employees will not be excluded from overtime opportunities or extra hours based upon their rate of pay. In the event that an employee works beyond seven (7) work hours in a day, the employee shall receive straight time for the first hour and time and one-half for all hours thereafter. In the event that an employee works beyond forty (40) hours in a week, the employee shall receive time and one-half for all hours beyond forty (40). All overtime shall have prior supervisory approval.

Section 3

Prior to management changing the present shift times for Registered Nurses, management shall meet with the Union to discuss the reason for said changes and possible alternatives.

Section 4

Nurses shall be paid for all time spent and expenses as defined in Article 22 (Mileage Reimbursement), incurred in court activities in Agency related cases.

Attorney Contract

Maintain current language

Article 18 – Hours of Work

Section 1

Attorneys shall be allowed to utilize a flexible work schedule within the established two-week pay period. Any variance from the Employer's standard business hours of 8:30 a.m. to 4:30 p.m. Monday through Friday must have prior supervisory approval. The needs of the Employer are the primary consideration when a standard work schedule variance is granted.

Section 2

Extra hours worked in a pay period are first used to offset any time taken off for vacation, sick or special flex leave. Attorneys will accumulate special flex time for any remaining hours worked beyond 70 in a pay period.

Section 3

Attorneys may use up to ten (10) days of accumulated special flex time for special flex leave within a one (1) year period. The one (1) year period extends from October 1 to September 30 each year. In the event that an attorney exhausts the ten (10) days of accumulated special flex time, the attorney may use up to five (5) additional days of accumulated special flex time.

Use of accrued special flex time is based on the needs of the Employer and is subject to prior supervisory approval. If not used, special flex time will be lost six (6) months from the date it is accrued. Special flex time cannot be cashed out.

Issue 2, 3, and 4 Wages, Caseworker Bonus, and Retirement Incentive
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Determination:

Deemed Certified Unit

Article 19 - Wages

Section 2

1st year of the Agreement

Effective the first full pay period after May 1, 2009, all employees shall receive a two percent (2%) general wage increase by virtue of the salary schedule being increased by two percent (2%).

For the first year of the Agreement only (May 1, 2009 through April 30, 2010) step increases shall be frozen and all employees shall remain at their current step in the salary schedule. Effective May 1, 2010 and through the remainder of the Agreement the salary step schedule is unfrozen and employees shall resume their normal movement on it, unless otherwise negotiated by mutual agreement of the parties.

2nd and 3rd year of the Agreement: Re-opener Negotiations on Wages, Career Ladder and Caseworker Bonus

The parties will reopen negotiations in the second and third year of the Agreement to establish the wage schedules effective May 1, 2010 and May 1, 2011 and to negotiate a career ladder to replace the salary step schedule for agreed upon classifications in the bargaining unit, and to negotiate a phase-out of the bonus program for caseworkers.

Working Committee on Career Ladder for Caseworkers and Caseworker Bonus

Prior to the re-opener negotiations the parties shall form a mutually agreed upon Working Committee made up of an equal numbers of individuals chosen by the Employer and the Unions. The Working Committee shall be co-chaired by one management person and one Union selected person. No later than **March 1, 2010**, the Working Committee shall be responsible for submitting either a joint draft proposal or no more than two separate draft proposals for 1) the establishment career ladder to replace the step schedule for specific agreed upon classifications and 2) a plan to sunset (phase out) the bonus program for caseworkers. Employees on the committee shall be given release time from their regular duties to attend committee meetings during regular working hours. The schedule of committee meetings and the assignments of research and other work to committee members, to include benchmarking with other like agencies, will be made by the Working Committee's Co-Chairs. Said proposal(s) shall be the basis upon which the parties negotiate a replacement for the current step wage schedule and begin a reasonable phase out of the bonus program.

Article 35 – Casework Miscellaneous Provisions

Section 2

Child Welfare Caseworker 2s and 3s (hereinafter "Caseworkers" unless otherwise noted) shall be entitled to a bonus paid pro rata each pay period on the following basis:

Bonus Level I - Bonus of two per cent (2%) of Caseworker 2's base salary (1820 hours per year.) In order to qualify a Caseworker 2 must possess an Associates Degree in Social Service Technology or a related field and have received an average of not less than 3.5 points on annual evaluations* for the last three years and not less than 3.5 points on the last annual evaluation with no single evaluation score less than 2.5* and have not less than four (4) years of child welfare casework experience with public child welfare agencies. A worker receiving this bonus may be assigned cases or position-related work

assignments which are more difficult and complex than those assigned to a Caseworker who receives no bonus**.

Bonus Level II - Bonus of four per cent (4%) of Caseworker 2 or 3's base salary (1820 hours per year.) In order to qualify Caseworker must possess a Bachelor's Degree, be a Licensed Social Worker, have received an average of not less than 3.5 points on annual evaluations* for the last three years and not less than 3.5 points on the last annual evaluation with no single evaluation score less than 2.5* and have not less than four (4) years of child welfare casework experience with public child welfare agencies. A worker receiving this bonus may be assigned cases or position-related work assignments which are more difficult and complex than those assigned to a Caseworker in a lower bonus level or who receives no bonus **.

Bonus Level III - Bonus of eight per cent (8%) of Caseworker 3's base salary (1820 hours per year). In order to qualify Caseworker must possess a Master's Degree in social work, be a Licensed Social Worker (LSW) or Licensed Professional Counselor (LPC), have received an average of not less than 3.71 points on annual evaluations* for the last three years and not less than 3.71 points on the last annual evaluation with no single evaluation score less than 3.0* and have not less than six (6) years of child welfare casework experience with public child welfare agencies. A worker receiving this bonus may be assigned cases or position-related work assignments which are more difficult and complex than those assigned to Bonus Level II** Caseworkers and may be expected to provide clinical supervision and assistance to other Caseworkers.

* If the evaluation instrument is changed, the parties will meet to determine the equivalent scores on the new evaluation instrument.

**Any Caseworker may be assigned to any case, but Caseworkers eligible for a bonus are more apt to be assigned more difficult or complex cases.

If a lead worker position is created, with qualifications determined solely by the Employer, an eligible Caseworker must bid successfully for such a position under the provisions of section six (6) of this Article, but the Employer may reject an applicant who is not fully capable of serving as a lead worker.

The bonus provided by this section shall be effective at the beginning of the pay period following the date the employee provides to the Employer written proof of eligibility. If the employee's bonus is set to expire due to the end of a performance rating period, and the employee timely applies for renewal of the bonus, the bonus shall continue until the performance evaluation is completed and submitted to the Personnel Department. Once the performance evaluation is completed, the bonus shall continue if the employee continues to meet eligibility criteria. If the eligibility criteria are not met, the bonus payments shall be discontinued as of the date the performance evaluation was submitted to the employee and the Personnel Department. If the caseworker grieves the completed evaluation, and the bonus is not the subject of the grievance, the bonus will continue to be paid. If the completed evaluation does not qualify the caseworker for a bonus, and the caseworker grieves the issue of the bonus, the payment of the bonus shall be discontinued as of the date the performance evaluation was submitted to the Personnel Department until a grievance resolution determines whether the evaluation should qualify the caseworker for the bonus.

No Caseworker shall be entitled to participate in more than one Bonus Level at any one time. **Continuation of this program is subject to re-opener negotiations for 2010 and 2011.**

Secretary/Residual Contract

Article 19 – Wages

Section 1

1st year of the Agreement

Effective the first full pay period after May 1, 2009, all employees shall receive a two percent (2%) general wage increase by virtue of the salary schedule being increased by two percent (2%).

For the first year of the Agreement only (May 1, 2009 through April 30, 2010) step increases shall be frozen and all employees shall remain at their current step in the salary schedule. Effective May 1, 2010 and through the remainder of the Agreement the salary step schedule is unfrozen and employees shall resume their normal movement on it, unless otherwise negotiated by mutual agreement of the parties.

2nd and 3rd year of the Agreement: Re-opener Negotiations on Wages, Career Ladder and Caseworker Bonus

The parties will reopen negotiations in the second and third year of the Agreement to establish the wage schedules effective May 1, 2010 and May 1, 2011 and to negotiate a career ladder to replace the salary step schedule for agreed upon classifications in the bargaining unit and to negotiate a phase-out of the bonus program for caseworkers.

New Section 4

Employees working in the Senior Analyst/Programmer classification shall have their job audited by Human Resources in order to determine if they are paid at the appropriate pay rate for their current job duties. Said audit shall be completed by November 30, 2009. The Union, on behalf of employees holding this classification, shall be provided an opportunity to provide input to Human Resources prior to its determination on November 30, 2009. If the audit establishes that the classification needs to be adjusted upward in terms of salary, such adjustments shall be made effective with the pay period that includes January 1, 2010.

Nurse Contract

Article 19 – Wages

Section 1

1st year of the Agreement

Effective the first full pay period after May 1, 2009, all employees shall receive a two percent (2%) general wage increase by virtue of the salary schedule being increased by two percent (2%).

For the first year of the Agreement only (May 1, 2009 through April 30, 2010) step increases shall be frozen and all employees shall remain at their current step in the salary schedule. Effective May 1, 2010 and through the remainder of the Agreement the salary step schedule is unfrozen and employees shall resume their normal movement on it, unless otherwise negotiated by mutual agreement of the parties.

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Attorney Contract

Article 19 – Wages

Section 1

1st year of the Agreement

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For the first year of the Agreement only (May 1, 2009 through April 30, 2010) step increases shall be frozen and all employees shall remain at their current step in the salary schedule. Effective May 1, 2010 and through the remainder of the Agreement the salary step schedule is unfrozen and employees shall resume their normal movement on it, unless otherwise negotiated by mutual agreement of the parties.

2nd and 3rd year of the Agreement: Re-opener Negotiations on Wages, Career Ladder and Caseworker Bonus

The parties will reopen negotiations in the second and third year of the Agreement to establish the wage schedules effective May 1, 2010 and May 1, 2011 and to negotiate a

career ladder to replace the salary step schedule for agreed upon classification in the bargaining unit and to negotiate a phase-out of the bonus program for caseworkers.

Retirement Bonus

No retirement bonus is recommended at this time.

Issue 5, Parking

Determination:

The parties have mutually agreed to eliminate parking at the Commodore Perry and although no tentative agreement was signed, such agreement is recommended by the fact-finder.

Deemed Certified Contract

Article 28 – Miscellaneous Working Conditions

Section 1

Adequate parking conditions will be maintained. **Employees that are not eligible to park in the attached garage will be paid a parking stipend of twenty dollars (\$20) per pay period.**

Secretary/Residual Contract

Article 26 – Miscellaneous Working Conditions

Section 3

Employees that are not eligible to park in the attached garage will be paid a parking stipend of twenty dollars (\$20) per pay period.

Nurse Contract

Article 26 – Miscellaneous Working Conditions

Section 3

Employees that are not eligible to park in the attached garage will be paid a parking stipend of twenty dollars (\$20) per pay period.

Attorney Contract

Article 25 – Miscellaneous Working Conditions

Section 2

Employees that are not eligible to park in the attached garage will be paid a parking stipend of twenty dollars (\$20) per pay period.

Issue 6 Cell Phone Stipend

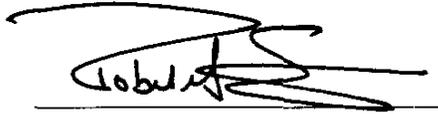
Determination:

Maintain current language

TENTATIVE AGREEMENT

During negotiations, mediation, and fact-finding the parties reached tentative agreements on several issues. These tentative agreements and any unchanged current language are part of the recommendations contained in this report.

The Fact-finder respectfully submits the above recommendations to the parties this 18th day of August 2009 in Portage County, Ohio.

A handwritten signature in black ink, appearing to read "Robert G. Stein", written over a horizontal line.

Robert G. Stein, Fact-finder

THE PROFESSIONALS GUILD OF OHIO AND
LOCAL 544 AMERICAN FEDERATION OF STATE,
COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO (UNION)
&
LUCAS COUNTY CHILDREN SERVICES BOARD (EMPLOYER)
SERB FACT-FINDING CASE NO: 08-MED-12-1412

Hearing Date: June 10, 2009
Robert G. Stein, Fact-finder

PRE-HEARING POSITION STATEMENT OF THE UNION

Pursuant to Ohio Administrative Rule 4117-9-05 (F), enclosed please find the Pre-Hearing Position Statement of the Union in the above captioned matter.

1. The principal representative of the Union is:

Chauncey M. Mason, Executive Director
Professionals Guild of Ohio
P.O. Box 7139
Columbus, Ohio 43205-0139
Phone: (614) 258-4401
Fax: (614) 258-4465

2. The parties are engaged in multi-unit bargaining. There are four collective bargaining agreements covering employees in five bargaining units.¹ The descriptions of the bargaining units are as follows:

Deemed Certified Unit

Article 1 - Recognition

Section 1

The Lucas County Children Services Board (hereafter referred to as "Employer") recognizes and acknowledges the Federation of Lucas County Children Services Professional, Clerical, and Service Employees, Council 13 of Professionals Guild of Ohio and Local 544 AFSCME, and AFSCME Ohio Council 8, AFL-CIO (hereafter referred to as "Union") as the sole and exclusive collective bargaining representative of the

¹ The Secretary bargaining unit and the Residual bargaining unit are included in one collective bargaining agreement.

employees, including probationary employees, included in the Bargaining Unit as follows:

<u>Civil Service Title</u>	<u>Job Title</u>
Child Welfare Aide	Family Visits Manager
Child Welfare Caseworker 2	Community Advocate Caseworker Community Resources Liaison Caseworker Day Care Caseworker Out of Home Care Worker Parent Education Caseworker Post Emancipation Caseworker Youth Advocate
Child Welfare Caseworker 3	Adoption Aftercare Worker Adoption Placement/Caseworker of Record Assessment Caseworker Assessment Specialist Caseworker Trainee Court Specialist Emergency Services Caseworker Family Services Caseworker Foster Care Worker GIFT/Adolescent Foster Home Worker Home Study Caseworker Independent Living Worker Intake Specialist Recruitment Specialist Sexual Abuse Assessment Caseworker Treatment Services Caseworker
Clerk 2	Casework Clerk Records Clerk A Records Clerk B

Clerical Specialist	Administrative Review Clerk Profile Clerk Records Specialist Resource Staffing Clerk Title IV-E Reimbursement Processor
Data Entry Operator 2	Data Processing/Word Processing Specialist
Mail Clerk/Messenger	Mail Clerk
Public Inquiries Assistant 1	Information Release Processor
Software Specialist 1	PC Support Specialist
Storekeeper 1	Inventory & Supply Clerk
Stores Clerk	Utility Person 1
Telephone Operator 1	Message Center Receptionist/Clerk
Vehicle Operator 1	Driver
Word Processing Specialist 1	Clerical Assistant
Word Processing Specialist 2	Clerical Assistant - Legal Clerical Assistant - Training & Development

Section 2

All other positions of the Employer in effect at the time of the signing of this Agreement are excluded from the Bargaining Unit. In the event the Employer revises current classifications, those classifications in the Bargaining Unit shall remain in the Bargaining Unit.

In the event the Employer creates new classifications, those classifications which are similar in nature to those in Section 1 shall become a part of the Bargaining Unit. The Employer agrees to notify the Union prior to any new positions being added to the agency.

Section 3

Any typist II (2) who deals with confidential, financial or personnel matters shall be exempt from the Bargaining Unit.

There are approximately two hundred sixty-two (262) employees in the Deemed Certified bargaining unit.

Secretary Unit

Article 1 - Recognition

Section 1

The Lucas County Children Services Board (hereafter referred to as "Employer") recognizes and acknowledges the Federation of Lucas County Children Services Professional, Clerical & Service Employees, Council 13 of the Professionals Guild of Ohio, AFL-CIO (hereafter referred to as "Union") as the sole and exclusive collective bargaining representative of the employees included in the Bargaining Unit as follows:

1. All full-time and regular part-time secretaries.

Section 2

The following positions are excluded from the Bargaining Unit: Secretary to the Director of Human Resources, Secretary to the Executive Director, Secretary to the Administrative Services Director and all other employees.

There are approximately seven (7) employees in the Secretary bargaining unit.

Residual Unit

Article 1 - Recognition

Section 1

The Lucas County Children Services Board (hereafter referred to as "Employer") recognizes and acknowledges the Federation of Lucas County Children Services Professional, Clerical & Service Employees, Council 13 of the Professionals Guild of Ohio, AFL-CIO (hereafter referred to as "Union") as the sole and exclusive collective bargaining representative of the employees included in the Bargaining Unit as follows:

2. All positions in the Residual Unit certified by the State Employment Relations Board in Case No. 98-REP-02-0040.

<u>Civil Service Classification</u>	<u>Job Title</u>
Account Clerk 2	Medical Payables Clerk Account Payables Clerk B Receivable/Payables Clerk A Receivable/Payables Clerk B Board and Care Payables Clerk Entitlement Program Facilitator Health Care Facilitator Payroll Specialist
Data Entry Operator 3	Operations Manager
Trainer	Computer Trainer/Help Desk Support Specialist
Programmer Analyst 2	Senior Analyst/Programmer Programmer/Analyst
Training Officer 1	Training & Development Specialist

Section 2

The following positions are excluded from the Bargaining Unit: Secretary to the Director of Human Resources, Secretary to the Executive Director, Secretary to the Administrative Services Director and all other employees.

There are approximately nineteen (19) employees in the Residual bargaining unit.

Nurse Unit

Article 1 – Recognition

Section 1

The Lucas County Children Services Board (hereafter referred to as "Employer"), recognizes and acknowledges the Federation of Lucas County Children Services

Professional, Clerical, and Service Employees, Council 13 of Professionals Guild of Ohio, AFL-CIO (hereafter referred to as "Union"), as the sole and exclusive collective bargaining representative of the employees included in the Bargaining Unit as follows:

<u>Job Title</u>	<u>Civil Service Title</u>
Registered Nurses	Nurse 2
Licensed Practical Nurses*	Licensed Practical Nurse

* Indicates job title(s) not currently being used as of the signing of this contract.

Section 2

All other positions of the Employer in effect at the time of the signing of this Agreement are excluded from the Bargaining Unit. In the event the employer revises current classifications, those classifications in the Bargaining Unit shall remain in the Bargaining Unit. The Employer agrees to notify the Union prior to any new positions being added to the agency.

There are approximately seven (7) employees in the Nurse bargaining unit.

Attorney Unit

Article 1 – Recognition

Section 1

The Lucas County Children Services Board (hereafter referred to as "Employer") recognizes and acknowledges the Federation of Lucas County Children Services Professional, Clerical & Service Employees, Council 13 of the Professionals Guild of Ohio, (hereafter referred to as "Union") as the sole and exclusive collective bargaining representative of the employees included in the Bargaining Unit as follows: All employees in the classifications of Staff Attorney.

Section 2

The following positions are excluded from the Bargaining Unit: All Supervisors, confidential, and management level employees; all other employees of Lucas County Children Services.

There are approximately nine (9) employees in the Attorney bargaining unit.

3. Copies of the current Collective Bargaining Agreements will be provided at the hearing.

4. Union's Position on Unresolved Issues²:

The issues before the fact finder include Hours of Work (Deemed Certified – Articles 18 and 35; all other contracts - Article 18), Wages (Article - 19 all contracts), Miscellaneous Working Conditions - Parking (Attorney - Article 25, Secretary/Residual and Nurse contracts - Article 26 and Deemed Certified - Article 27), Cell Phone Reimbursement (Nurse - Article 33; Deemed Certified - Article 35), Child Welfare Caseworker Bonuses (Deemed Certified – Article 35), and Family Medical Leave Act recertification requirements (Employer policy affects all bargaining units).

A. Hours of Work

The Union has proposed four changes in this subject: two changes concern the allocation of extra work and overtime work opportunities; one change would prohibit the imposition of split shifts; and the last change eliminates the maximum cap on the number of consecutive days of earned flex time that attorneys are able to schedule.

A regular work week for bargaining unit members is thirty-five hours. Hours exceeding thirty-five but less than forty hours in a week are paid at straight-time. Hours worked that exceed forty in a week are paid at the premium overtime rate (1 ½ times the regular hourly rate).

Regarding extra work and overtime, the Union's proposal addresses the problem of the inequitable allocation of earnings opportunities created by the existing system. Some supervisors are apparently discriminating against veteran employees by excluding them from consideration when extra work or overtime is assigned. Others appear to be engaging in favoritism by choosing certain employees over others with no legitimate basis for the assignments. The Union proposes to expressly prohibit these practices and require extra work and overtime to be assigned on a seniority rotation basis.

Regarding split shifts, a problem has developed in the operation of the flexible schedule procedures. On several occasions, supervisors have required employees to leave work in the middle of the day for several hours to avoid allowing employees to leave work early on a successive day or exceed the regularly scheduled number of hours in the week. The Union proposes to prohibit this practice absent mutual agreement.

² Extraneous or obsolete provisions have been omitted from the following contract language proposals.

Finally, the Union proposes to eliminate an archaic and arbitrary restriction on the use of accrued flex time by attorneys. Attorneys are not permitted to schedule more than three consecutive days of flex time (aka, compensatory time) off at any one time. There is no legitimate reason for this restriction. Removing this restriction would not create any problems in the agency's ability to operate because all scheduled leave must be approved by management and requests can be denied for operational reasons. Earned flex time has a relatively short shelf-life: it must be used within six months or it is forfeited. The only apparent reason for maintaining such an obviously arbitrary restriction is to make it more difficult for earned flex time to be used before it expires. This is an unfair restriction that needs to be changed.

The Union proposes to modify the contract language as follows:

Deemed Certified Contract

Article 18 – Hours of Work

Section 1

The normal agency work week shall be thirty-five (35) work hours consisting of five (5) seven (7) hour work days. Employees shall not be paid for lunch time. Social workers in consultation with supervisors may work a flexible work day within the seven (7) hour day. No employee will be required to work a split shift without mutual agreement.

Section 2

Extra work and overtime will be assigned on a seniority rotation basis, beginning with part-time employees having the first opportunity to work, followed by full-time employees. In the event that an employee works beyond seven (7) work hours in a day, the employee shall receive straight time for the first hour and time and one-half for all hours thereafter. In the event that an employee works beyond forty (40) hours in a week, the employee shall receive time and one-half for all hours beyond forty (40). The employee may choose to be paid or to receive compensatory time. Employees will not be excluded from overtime opportunities or extra hours based on their rate of pay. All overtime shall have prior supervisory approval.

Article 35 – Casework Miscellaneous Provisions

Section 4

For Caseworkers the work day overtime requirements of Article 18 are suspended. For Caseworkers, all time worked beyond thirty-five (35) hours in a week (Sunday through Saturday) shall require supervisor approval. Straight time will be paid for all hours

between thirty-five (35) and forty (40) in a week. Time and a half will be paid for all hours actually worked above forty (40) hours in a week; however, Caseworkers shall not work and will not be paid for more than forty (40) hours in a week without prior approval of the supervisor. Overtime compensation shall be based upon actual hours worked.

Extra work/overtime opportunities that are not case related will be assigned on a seniority rotation basis, beginning with part-time caseworkers having the first opportunity to work, followed by full-time caseworkers. Work scheduled for Holidays will be first offered to full-time caseworkers, followed by part-time employees, on a seniority rotation basis.

Secretary/Residual Contract

Article 18 – Hours of Work

Section 1

The normal work week shall be thirty-five (35) hours, Monday through Friday, 8:30 a.m. to 4:30 p.m. Employees shall not be paid for lunch time. With prior supervisory approval, employees may work flexible work days within the work week. The supervisor or manager may also direct an employee to work flexible work days within the work week, upon reasonable notice. No employee will be required to work a split shift without mutual agreement.

Section 2

Extra work and overtime will be assigned on a seniority rotation basis, beginning with part-time employees having the first opportunity to work, followed by full-time employees. In the event that an employee works beyond forty (40) hours in a week, the employee shall receive time and one-half for all hours actually worked beyond forty (40). The employee may choose to be paid or to receive compensatory time. Employees will not be excluded from overtime opportunities or extra hours based on their rate of pay. All overtime shall have prior supervisory approval.

Nurse Contract

Article 18 – Hours of Work

Section 1

The normal agency work week shall be thirty-five (35) hours, consisting of five (5) seven (7) hour work days. Employees shall not be paid for lunch time. With prior supervisory

approval, nurses may work a flexible work day within the seven (7) hour day. No employee will be required to work a split shift without mutual agreement.

Section 2

Extra work and overtime will be assigned on a seniority rotation basis, beginning with part-time employees having the first opportunity to work, followed by full-time employees. In the event that an employee works beyond seven (7) work hours in a day, the employee shall receive straight time for the first hour and time and one-half for all hours thereafter. In the event that an employee works beyond forty (40) hours in a week, the employee shall receive time and one-half for all hours beyond forty (40). Employees will not be excluded from overtime opportunities or extra hours based on their rate of pay. All overtime shall have prior supervisory approval.

Section 3

Prior to management changing the present shift times for Registered Nurses, management shall meet with the Union to discuss the reason for said changes and possible alternatives.

Section 4

Nurses shall be paid for all time spent and expenses as defined in Article 22 (Mileage Reimbursement), incurred in court activities in Agency related cases.

Attorney Contract

Article 18 – Hours of Work

Section 1

Attorneys shall be allowed to utilize a flexible work schedule within the established two-week pay period. Any variance from the Employer's standard business hours of 8:30 a.m. to 4:30 p.m. Monday through Friday must have prior supervisory approval. The needs of the Employer are the primary consideration when a standard work schedule variance is granted.

Section 2

Extra hours worked in a pay period are first used to offset any time taken off for vacation, sick, or special flex leave. Attorneys will accumulate special flex time for any remaining hours worked beyond 70 in a pay period.

Section 3

Attorneys may use up to ten (10) days of accumulated special flex time for special flex leave within a one (1) year period. The one (1) year period extends from October 1 to September 30 each year. In the event that an attorney exhausts the ten (10) days of accumulated special flex time, the attorney may use up to five (5) additional days of accumulated special flex time.

~~A maximum of three (3) consecutive days of special flex leave may be taken at any one time. At least one (1) week must be worked between utilization of special flex leaves.~~

Use of accrued special flex time is based on the needs of the Employer and is subject to prior supervisory approval. If not used, special flex time will be lost six (6) months from the date it is accrued. Special flex time cannot be cashed out.

B. Wages³

The Union proposes a two percent (2%) general increase for all bargaining unit employees. This is the same increase that has already been provided to non-union employees in the agency. Unlike many public employers, the Lucas County Children Services Board is not struggling financially. The agency has substantial cash reserves and voters have recently approved a tax levy to continue to support the agency's operations.

There can be no credible dispute that the Employer has the ability to pay the Union's modest wage proposal at this time. However, the Employer claims that the future financial picture is not as clear as it is today. To accommodate the Employer's concerns, the Union has agreed to the Employer's proposal to reopen negotiations to set wages in the second and third years of the collective bargaining agreement.

The Union is also proposing to increase the salary of the Senior Analyst/Programmers. These employees are required to possess greater expertise and they are assigned greater responsibilities than Analyst/Programmers, yet they receive the same rate of pay. There are compensable differences in the jobs that Senior Analyst/Programmers perform that should be acknowledged and paid. The Union's five percent differential would correct this inequity.

Finally, the Union has proposed a retirement incentive that has the potential to save the Employer by inducing relatively more expensive veteran employees to voluntarily leave the agency. The savings would be realized by replacing these veteran workers with employees that work at a lower rate of pay. The Union has proposed a ten thousand dollar retirement incentive stipend that would be paid to any retirement eligible

³ Wage and salary proposals assume that wage/salary schedules will be maintained and updated to include proposed increases.

employee that elects to retire prior to the end of this year.

The Union proposes to modify the contract language as follows:

Deemed Certified Contract

Article 19 - Wages

Section 2

~~Effective the first full pay period after May 1, 2006, all employees shall receive a three-percent (3%) general wage increase, as reflected in Appendix A (attached). Additionally, all employees shall receive a 1% lump sum payment calculated on the employee's 4/30/06 base annual wage.~~

~~Effective the first full pay period after May 1, 2007, all employees shall receive a three-percent (3%) general wage increase, as reflected in Appendix B (attached). Appendix A shall be adjusted by 1%, reflecting the 2006 lump sum payment, prior to the application of the 2007 general wage increase.~~

Effective the first full pay period after May 1, 2008 2009, all employees shall receive a ~~three~~ two percent (2%) general wage increase, as reflected in Appendix C (attached).

The parties will reopen negotiations in the second and third years of this agreement to establish the wage schedules effective May 1, 2010 and May 1, 2011.

~~Beginning May 1, 2006 through April 30, 2009, Employees shall receive step increases on their anniversary dates unless they are at or above the top step of the assigned pay range.~~

New Section 5

Retirement Incentive - Any bargaining unit employee that elects to retire on or before December 31, 2009, will receive a ten thousand dollar (\$10,000) lump sum payment, in addition to any other severance payment. This payment may be deferred by the bargaining unit employee to the subsequent tax year, or the bargaining unit employee may elect to have the money paid into his/her 403(B) account.

Secretary/Residual Contract

Article 19 – Wages

Section 1

Effective the first full pay period after May 1, 2008, 2009 all employees shall receive a ~~three~~ two percent (~~3%~~) (2%) general wage increase, ~~as reflected in the following wage schedule:~~

The parties will reopen negotiations in the second and third years of this agreement to establish the wage schedules effective May 1, 2010 and May 1, 2011.

~~Beginning May 1, 2006 through April 30, 2009,~~ Employees shall receive step increases on their anniversary dates unless they are at or above the top step of the assigned pay range.

New Section 4

Employees working in the Senior Analyst/Programmer classification shall be paid at a rate that is five percent (5%) more than the appropriate rate of pay expressed in Section 1, above.

New Section 5

Retirement Incentive - Any bargaining unit employee that elects to retire on or before December 31, 2009, will receive a ten thousand dollar (\$10,000) lump sum payment, in addition to any other severance payment. This payment may be deferred by the bargaining unit employee to the subsequent tax year, or the bargaining unit employee may elect to have the money paid into his/her 403(B) account.

Nurse Contract

Article 19 – Wages

Section 1

Effective the first full pay period after May 1, 2008, all nurses shall receive a ~~three~~ two percent (~~3%~~) (2%) general wage increase, ~~as reflected in the following wage scale:~~

The parties will reopen negotiations in the second and third years of this agreement to establish the wage schedules effective May 1, 2010 and May 1, 2011.

~~Beginning May 1, 2006 through April 30, 2009,~~ Nurses shall receive step increases on their anniversary dates unless they are at or above the top step of the assigned pay range.

New Section 4

Retirement Incentive - Any bargaining unit employee that elects to retire on or before December 31, 2009, will receive a ten thousand dollar (\$10,000) lump sum payment, in addition to any other severance payment. This payment may be deferred by the bargaining unit employee to the subsequent tax year, or the bargaining unit employee may elect to have the money paid into his/her 403(B) account.

Attorney Contract

Article 19 – Wages

Section 1

Effective the first full pay period after May 1, ~~2008~~ 2009, all attorneys shall receive a ~~three~~ two percent (~~3%~~) (2%) general salary increase, ~~as reflected in the following salary scale:~~

The parties will reopen negotiations in the second and third years of this agreement to establish the wage schedules effective May 1, 2010 and May 1, 2011.

~~Beginning May 1, 2006 through April 30, 2009,~~ Attorneys shall receive step increases on their anniversary dates unless they are at or above the top step of the assigned pay range.

New Section 4

Retirement Incentive - Any bargaining unit employee that elects to retire on or before December 31, 2009, will receive a ten thousand dollar (\$10,000) lump sum payment, in addition to any other severance payment. This payment may be deferred by the bargaining unit employee to the subsequent tax year, or the bargaining unit employee may elect to have the money paid into his/her 403(B) account.

C. Parking

Parking has been a persistent problem for bargaining unit members for several years. The problem developed when the agency moved from offices that provided ample free parking to its current offices with extremely limited parking. Parking represents an excessive financial burden on employees struggling to keep-up in this economy.

Currently, employees that are required to drive as a condition of employment, employees with handicapped parking permits, and off-shift employees are provided with paid parking in the attached garage.

The Union's proposal would create an equitable distribution of the parking expense between the Employer and those employees that are not permitted to park in the attached garage. These employees would be paid a parking stipend of twenty dollars per pay period to off-set the cost of parking. Parking within two blocks of the agency costs approximately seventy-five dollars per month.

The Union's proposal would also discontinue parking at the Commodore Perry garage. This garage is several blocks from the agency and affordable parking in closer proximity to the agency is available. In fact, the Union believes that there is sufficient parking available in the attached garage to accommodate all employees that would be permitted to park there at agency expense. Currently, many employees that the agency pays parking for are required to use the inconvenient Commodore Perry garage.

The Union proposes to modify the contract language as follows:

Attorney Contract

Article 25 – Miscellaneous Working Conditions

Section 2

~~The Employer shall provide paid parking to Bargaining Unit members on the same terms and only to the same extent that it is provided to non-bargaining unit members.~~

Adequate parking conditions will be maintained. Employees required to have a valid driver's license, employees with handicapped parking privileges and off-shift employees will be provided with paid parking in the garage attached to the children services offices.

Employees that are not eligible to park in the attached garage will be paid a parking stipend of twenty dollars (\$20) per pay period.

Nurse Contract

Article 26 – Miscellaneous Working Conditions

Section 3

Adequate parking conditions will be maintained. Employees required to have a valid driver's license, employees with handicapped parking privileges and off-shift employees will be provided with paid parking in the garage attached to the children services offices.

Employees that are not eligible to park in the attached garage will be paid a parking stipend of twenty dollars (\$20) per pay period.

Secretary/Residual Contract

Article 26 – Miscellaneous Working Conditions

Section 3

~~The Employer shall provide paid parking to Bargaining Unit members on the same terms and only to the same extent that it is provided to non-bargaining unit members.~~

Adequate parking conditions will be maintained. Employees required to have a valid driver's license, employees with handicapped parking privileges and off-shift employees will be provided with paid parking in the garage attached to the children services offices.

Employees that are not eligible to park in the attached garage will be paid a parking stipend of twenty dollars (\$20) per pay period.

Deemed Certified Contract

Article 28 – Miscellaneous Working Conditions

Section 1

Adequate parking conditions will be maintained. Employees required to have a valid driver's license, employees with handicapped parking privileges and off-shift employees will be provided with paid parking in the garage attached to the children services offices.

Employees that are not eligible to park in the attached garage will be paid a parking stipend of twenty dollars (\$20) per pay period.

D. Cell Phone Reimbursement

The Employer pays a cell phone stipend to reimburse Child Welfare Caseworkers for allowing the agency to use their cell phones for work related communications. Nurses, however, are required to use their cell phones for work related communications without remuneration. The Union proposes that the Employer provide the same cell phone stipend it pays to caseworkers to the nurses.

The Union proposes to modify the contract language as follows:

Nurse Contract

Article 33 – On Call Pay

New Section 5

Nurses shall be required to have a cell phone in working order and shall be required to provide the Employer with the cell phone number. The Employer shall provide nurses with a cell phone allowance of fifteen dollars (\$15) for each pay period in which he/she is in active work status anytime during the pay period.

E. Child Welfare Caseworker Bonuses

The Union initially proposed to increase the bonuses paid to caseworkers. In an effort to reach an agreement, the Union subsequently withdrew its proposal and agreed to maintain the current bonus contract language. The Employer, however, continues to insist that the Union make major concessions an important area of compensation without any consideration in exchange.

As previously discussed, there is no financial need for the Employer to demand this concession. The Employer is apparently attempting to use the current overall economic crisis that it is not a part of to justify its demands for wage concessions. These bonuses have been in place for several years and many employees have worked very hard to achieve the levels of performance necessary to qualify for them. It would be unfair to deprive these employees of a promised reward just as they are about to attain it.

The Union proposes to maintain the current contract language that reads as follows:

Deemed Certified Contract

Article 35 – Casework Miscellaneous Provisions

Section 2

Child Welfare Caseworker 2s and 3s (hereinafter "Caseworkers" unless otherwise noted) shall be entitled to a bonus paid pro rata each pay period on the following basis:

Bonus Level I - Bonus of two per cent (2%) of Caseworker 2's base salary (1820 hours per year.) In order to qualify a Caseworker 2 must possess an Associates Degree in Social

Service Technology or a related field and have received an average of not less than 3.5 points on annual evaluations* for the last three years and not less than 3.5 points on the last annual evaluation with no single evaluation score less than 2.5* and have not less than four (4) years of child welfare casework experience with public child welfare agencies. A worker receiving this bonus may be assigned cases or position-related work assignments which are more difficult and complex than those assigned to a Caseworker who receives no bonus**.

Bonus Level II - Bonus of four per cent (4%) of Caseworker 2 or 3's base salary (1820 hours per year.) In order to qualify Caseworker must possess a Bachelor's Degree, be a Licensed Social Worker, have received an average of not less than 3.5 points on annual evaluations* for the last three years and not less than 3.5 points on the last annual evaluation with no single evaluation score less than 2.5* and have not less than four (4) years of child welfare casework experience with public child welfare agencies. A worker receiving this bonus may be assigned cases or position-related work assignments which are more difficult and complex than those assigned to a Caseworker in a lower bonus level or who receives no bonus **.

Bonus Level III - Bonus of eight per cent (8%) of Caseworker 3's base salary (1820 hours per year). In order to qualify Caseworker must possess a Master's Degree in social work, be a Licensed Social Worker (LSW) or Licensed Professional Counselor (LPC), have received an average of not less than 3.71 points on annual evaluations* for the last three years and not less than 3.71 points on the last annual evaluation with no single evaluation score less than 3.0* and have not less than six (6) years of child welfare casework experience with public child welfare agencies. A worker receiving this bonus may be assigned cases or position-related work assignments which are more difficult and complex than those assigned to Bonus Level II** Caseworkers and may be expected to provide clinical supervision and assistance to other Caseworkers.

* If the evaluation instrument is changed, the parties will meet to determine the equivalent scores on the new evaluation instrument.

**Any Caseworker may be assigned to any case, but Caseworkers eligible for a bonus are more apt to be assigned more difficult or complex cases.

If a lead worker position is created, with qualifications determined solely by the Employer, an eligible Caseworker must bid successfully for such a position under the provisions of section six (6) of this Article, but the Employer may reject an applicant who is not fully capable of serving as a lead worker.

The bonus provided by this section shall be effective at the beginning of the pay period following the date the employee provides to the Employer written proof of eligibility. If the employee's bonus is set to expire due to the end of a performance rating period, and the employee timely applies for renewal of the bonus, the bonus shall continue until the

STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

THE LUCAS COUNTY CHILDREN
SERVICES BOARD,

Employer,

and

THE FEDERATION OF LUCAS
COUNTY CHILDREN SERVICES
PROFESSIONAL, CLERICAL, AND
SERVICE EMPLOYEES,
PROFESSIONALS GUILD OF OHIO,

And

LOCAL 544 AMERICAN
FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES
AFL-CIO

Employee Organizations

- * Case No. 08-MED-12-1412
- * Robert G. Stein, Fact-Finder
- * **EMPLOYER'S PRE-HEARING
POSITION STATEMENT**
- * Submitted by:
- * Wendy Davis
Lucas County Children Services Board
705 Adams Street
Toledo, Ohio 43604
419-213-3229
- * Julia R. Bates
Lucas County Prosecuting Attorney
By: James C. Walter
Assistant Prosecuting Attorney
711 Adams Street
Toledo, Ohio 43604
419-213-2001
For the Employer

I NAME OF THE PARTY AND EMPLOYER: The Lucas County Children Services Board, (the "Employer"), 705 Adams Street, Toledo, Ohio, 43604.

II PRINCIPAL REPRESENTATIVE: Julia R. Bates, Lucas County Prosecuting Attorney, by James C. Walter, Assistant Prosecuting Attorney, 711 Adams Street, Toledo, Ohio 43604; Phone: 419.213.2001; Fax: 419.213.2011.

III BARGAINING UNITS: There are five (5) bargaining units covering a total of two-hundred ninety four (294) employees pertaining to this fact-finding. Those bargaining units and their bargaining representative are:

1. Deemed Certified Unit, consisting of two-hundred fifty seven (257) bargaining unit employees: two-hundred thirty five of whom are represented by The Federation of Lucas County Children Services Professional, Clerical and Service Employees, Professionals Guild of Ohio, and; twenty-two (22) of whom are represented by Local 544 American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to individually as "PGO" and "AFSCME" ,respectively, and collectively as the "Unions");
2. Secretaries Unit, consisting of seven (7) bargaining unit employees, represented by PGO;
3. Residual Unit, consisting of sixteen (16) bargaining unit employees, represented by PGO;
4. Nurses Unit, consisting of six (6) bargaining unit employees, represented by PGO;
5. Attorneys Unit, consisting of eight (8) bargaining unit employees, represented by PGO.

IV CURRENT AGREEMENTS: There are four (4) collective bargaining agreements ("the contracts") between the Employer and PGO, and one (1) collective bargaining agreement between the Employer and AFSCME covering the above-listed bargaining units. The terms of those agreements are May 1, 2006, through April 30, 2009. (To be presented

by the parties at the hearing)

V UNRESOLVED ISSUES: The Employer presents below seven (7) of its proposals unresolved in these negotiations (with supporting documentation) involving hours of work, wages, parking, caseworker bonus, cell phone allowance, sick leave incentive, and Family and Medical Leave Act ("FMLA") policy. (Additional documents may be provided at the hearing for purposes of rebuttal)

Proposal #1: Article 18 Hours of Work Deemed, Nurses Contracts and Attorneys Contracts:

Article 18 Hours of Work Deemed Contract: (New language in bold)

Section 1

The normal ~~agency full time~~ work week shall be thirty-five (35) ~~work~~ hours consisting of ~~five (5) seven (7) hour work days~~. Employees shall not be paid for lunch time. **With prior supervisory approval, employees** ~~Social workers in consultation with supervisors~~ may work a flexible work days within the **Sunday through Saturday work week** ~~seven (7) hour day~~. **The supervisor or manager may also direct an employee to work flexible work days within the work week, upon reasonable notice.**

Section 2

~~In the event that an employee works beyond seven (7) work hours in a day, the employee shall receive straight time for the first hour and time and one-half for all hours thereafter.~~ In the event that an employee works beyond forty (40) hours in a week, the employee shall receive time and one-half for all hours **actually worked**

beyond forty (40). The employee may choose to be paid or to receive compensatory time. All overtime shall have prior supervisory approval.

Article 18 Hours of Work Nurses Contract (New language in bold):

Section 1

The normal agency **full time** work week shall be thirty-five (35) hours, ~~consisting of five (5) seven (7) hour work days.~~ Employees shall not be paid for lunch time. With prior supervisory approval, nurses may work a flexible work days within the **Sunday through Saturday work week seven (7) hour day.** **The supervisor or manager may also direct an employee to work flexible work days within the work week, upon reasonable notice.**

Section 2

~~In the event that an employee works beyond seven (7) work hours in a day, the employee shall receive straight time for the first hour and time and one-half for all hours thereafter.~~ In the event that an employee works beyond forty (40) hours in a week, the employee shall receive time and one-half for all hours **actually worked** beyond forty (40). All overtime shall have prior supervisory approval.

Article 18 Hours of Work Attorneys Contract:

Section 2

Extra hours worked in a pay period are first used to offset any time taken off for vacation, or sick, or special flex leave. ~~Attorneys will accumulate special flex time for any remaining hours worked beyond 70 in a pay period.~~

~~Section 3~~

~~Attorneys may use up to ten (10) days of accumulated special flex time for special flex leave within a one (1) year period. The one (1) year period extends from October 1 to September 30 each year. In the event that an attorney exhausts the ten (10) days of accumulated special flex time, the attorney may use up to five (5) additional days of accumulated special flex time.~~

~~A maximum of three (3) consecutive days of special flex leave may be taken at any one time. At least one (1) week must be worked between utilization of special flex leaves.~~

~~Use of accrued special flex time is based on the needs of the Employer and is subject to prior supervisory approval. If not used, special flex time will be lost six (6) months from the date it is accrued. Special flex time cannot be cashed out.~~

Proposal # 2: Article 19 Wages All Contracts:

The Employer proposes Year 1 - 2% general wage increase; Year 2 - Wage Reopener; Year 3 - Wage Reopener; Elimination of the fifteen (15) steps of the wage schedule. (See Exhibit "A", wage provisions for each of the contracts)

Proposal # 3: Articles 26 Nurses and Secretary & Residual Contracts; Article 28 Deemed Certified Contract; Article 25 Attorney Contract:

ARTICLE 26 MISCELLANEOUS Working Conditions Nurses Agreement

Section 3

~~Adequate parking conditions will be maintained.~~

(New) All nurses covered by this Agreement and in their position on the effective date [XX/XX/2009] of this Agreement will be provided a parking stipend of \$20 per pay

period.

ARTICLE 26 Miscellaneous Working Conditions [Secretaries & Residual]

Section 3

(Maintain current language:) The Employer shall provide paid parking to Bargaining Unit members on the same terms and only to the same extent that it is provided to non-bargaining unit members

ARTICLE 28 Miscellaneous Working Conditions Deemed Certified

Section 1

~~Adequate parking conditions will be maintained~~

(New)

1. The Employer will provide paid parking for employees holding the following positions:
2. Child Welfare Caseworker 2s who do field work on a daily basis;
3. Child Welfare Caseworker 3s who do field work on a daily basis;
4. Driver (Vehicle Operator 1);
5. Mail Clerk (Mail Clerk/Messenger); and
6. Utility Person 1 (Stores Clerk).

All other employees covered by this Agreement and in their position on the effective date [XX/XX/2009] of this Agreement will be provided a parking stipend of \$20 per pay period.

ARTICLE 25 Miscellaneous Working Conditions Attorney

Section 2

(Maintain current language:) The Employer shall provide paid parking to Bargaining Unit members on the same terms and only to the same extent that it is provided to non-bargaining unit members.

Proposal # 4: Article 35 Casework Misc. Provisions Deemed Certified Contract:

Eliminate caseworker bonus levels 1, 2 & 3 with 2%, 4%, & 8% respective wage increases for eligible caseworkers:

~~Section 2~~

~~Child Welfare Caseworker 2s and 3s (hereinafter "Caseworkers" unless otherwise noted) shall be entitled to a bonus paid pro-rata each pay period on the following basis:~~

~~Bonus Level I— Bonus of two per cent (2%) of Caseworker 2's base salary (1820 hours per year.) In order to qualify a Caseworker 2 must possess an Associates Degree in Social Service Technology or a related field and have received an average of not less than 3.5 points on annual evaluations* for the last three years and not less than 3.5 points on the last annual evaluation with no single evaluation score less than 2.5* and have not less than four (4) years of child welfare casework experience with public child welfare agencies. A worker receiving this bonus may be assigned cases or position-related work assignments which are more difficult and complex than those assigned to a Caseworker who receives no bonus**.~~

~~Bonus Level II— Bonus of four per cent (4%) of Caseworker 2 or 3's base salary (1820 hours per year.) In order to qualify Caseworker must possess a Bachelor's Degree, be~~

~~a Licensed Social Worker, have received an average of not less than 3.5 points on annual evaluations* for the last three years and not less than 3.5 points on the last annual evaluation with no single evaluation score less than 2.5* and have not less than four (4) years of child welfare casework experience with public child welfare agencies. A worker receiving this bonus may be assigned cases or position related work assignments which are more difficult and complex than those assigned to a Caseworker in a lower bonus level or who receives no bonus**.~~

~~Bonus Level III— Bonus of eight per cent (8%) of Caseworker 3's base salary (1820 hours per year). In order to qualify Caseworker must possess a Master's Degree in social work, be a Licensed Social Worker (LSW) or Licensed Professional Counselor (LPC), have received an average of not less than 3.71 points on annual evaluations* for the last three years and not less than 3.71 points on the last annual evaluation with no single evaluation score less than 3.0* and have not less than six (6) years of child welfare casework experience with public child welfare agencies. A worker receiving this bonus may be assigned cases or position related work assignments which are more difficult and complex than those assigned to Bonus Level II** Caseworkers and may be expected to provide clinical supervision and assistance to other Caseworkers.—~~

~~* If the evaluation instrument is changed, the parties will meet to determine the equivalent scores on the new evaluation instrument.—~~

~~**Any Caseworker may be assigned to any case, but Caseworkers eligible for a bonus are more apt to be assigned more difficult or complex cases.—~~

~~If a lead worker position is created, with qualifications determined solely by the Employer, an eligible Caseworker must bid successfully for such a position under the~~

~~provisions of section six (6) of this Article, but the Employer may reject an applicant who is not fully capable of serving as a lead worker.~~

~~The bonus provided by this section shall be effective at the beginning of the pay period following the date the employee provides to the Employer written proof of eligibility. If the employee's bonus is set to expire due to the end of a performance rating period, and the employee timely applies for renewal of the bonus, the bonus shall continue until the performance evaluation is completed and submitted to the Personnel Department. Once the performance evaluation is completed, the bonus shall continue if the employee continues to meet eligibility criteria. If the eligibility criteria is not met, the bonus payments shall be discontinued as of the date the performance evaluation was submitted to the employee and the Personnel Department. If the caseworker grieves the completed evaluation, and the bonus is not the subject of the grievance, the bonus will continue to be paid. If the completed evaluation does not qualify the caseworker for a bonus, and the caseworker grieves the issue of the bonus, the payment of the bonus shall be discontinued as of the date the performance evaluation was submitted to the Personnel Department until a grievance resolution determines whether the evaluation should qualify the caseworker for the bonus. No Caseworker shall be entitled to participate in more than one Bonus Level at any one time.~~

~~for Remaining Sections**~~

Proposal #5: Article 35 Deemed Certified Contract:

**~~MEMO OF UNDERSTANDING
Cell Phone Allowance~~**

~~Management and Union recently agreed to the following new provision in the Deemed Certified collective bargaining agreement:~~

~~Caseworkers whose job duties regularly require field work shall be required to have a cell phone in working order. The caseworker shall be required to provide the Employer with the cell phone number. The Employer shall provide these caseworkers with a cell phone allowance of \$15.00 for each pay period in which he/she is in active work status s anytime during the pay period.~~

~~"Active work status" is defined both in the Ohio Administrative Code and the Lucas County Employee Benefits Eligibility Rules as: "Means the conditions under which an employee is actually in a work status and is eligible to receive pay but does not include vacation pay, sick leave, bereavement leave, compensatory time, holidays, personal leave, and disability leave."~~

~~The above definition is the meaning that Management intended in the language it proposed for this provision. Nonetheless, Management will keep the cell phone allowance in effect for any caseworker in active pay status whose approved absence from work does not exceed thirty (30) calendar days.~~

Proposal #6 : Article 26 Deemed Certified; 24 Nurses; 23 Attorneys; and 24 Secretaries/Residual Sick Leaves and Leave of Absence:

Employees whose sick leave balance is at least five hundred (500) hours by the beginning of the pay period in which November 1st falls each year and who have not used more than the equivalent of three (3) days of non-FMLA sick leave in the 12-months preceding the pay period in which November 1st falls are eligible that year to cash out a

portion of their unused sick leave. Eligible employees will be permitted that year to cash out up to one-third (1/3) of the sick leave that has been accrued and unused in the 12-month period preceding the pay period in which November 1st falls at one-half (1/2) of the employee's regular rate of pay. However, the conversion of sick leave to cash out may not reduce the employee's sick leave balance below five hundred (500) hours. Employees who opt into the sick leave cash out program will receive payment by December 31 of that year.

Proposal # 7: FMLA Policy Change in Policy/Practice:

Employees with Chronic or long term FMLA conditions will be required to have the "Certificate of Health Care Provider" completed ~~annually~~ **every 6 months**, unless circumstances (listed below) warrant recertification at an earlier interval. (See Exhibit "B" for full policy and proposed changes)

EMPLOYER'S POSITION STATEMENT

Introduction: Funding

In the early stages of the negotiation process the Employer informed the Unions that it was the Employer's goal through negotiations to contain costs including reducing costs of the current contracts. The objective of the employer's goal was to, is to, offset the continued depletion of fund reserves. Without such action, the employer projects a deficit of funds by mid-year 2012 and a potential for layoffs.

Specifically, the Employer's operational funds are derived primarily from two (2) real estate tax levies and various reimbursement funds from the Federal and State governments. During 2008, the levies provided forty-seven (47%) percent of the Employer's revenue. Federal funds accounted for forty-two (42%) percent and State funds accounted for nine (9%) percent of total revenues.

The Board of County Commissioners has the sole authority to place the levies on the ballot determine the millage. Ultimately, the levies are approved or rejected by the voters.

The first levy was approved by the voters in year 2008 for 1 mill, i.e., one dollar per one thousand dollars on the valuation of property tax based upon year 2006 property valuation. This levy replaced a 1 mil levy based upon the 2000 property valuation and expires in 2013.

The second levy was renewed in 2006 for 1.4 mill, i.e., one dollar and forty cents per one thousand dollars on the valuation of property tax based upon year 2000 property valuation. This levy expires in year 2011.

The year of the property valuation is important in that these tax levies do not inflate from year to year. Conversely, the dollar amount generated by the levies may decrease if there is a property revaluation and property values decrease overall.

From 2003 through 2008 the levies have generated revenue ranging from a low of \$18,859,596 to a high of \$19,946,104. The revenue generated from the levies in 2008 was \$19,331,647.

Total revenue generated from 2003 through 2008 ranged from a low of \$38,063,359 in 2004 to a high of \$44,473,044 in 2007. Total revenue generated in 2008 was \$41,318,843. This represents a \$3,035,644 decrease in revenue from 2006 and a decrease of \$3,154,201 in revenue from 2007.

The balance forward from the beginning of 2003 through the end of 2008 ranged from \$33,428,502, to \$24,524,937. This represents an \$8,903,565 decline in the balance forward from 2003 to year end 2008.

The combined revenue generated and the balance forward from year 2003 through

year 2008 ranged from a low of \$65,843,780 in 2008 to a high of \$72,938,956 in 2006. This represents a decline of \$7,095,176 in the combined revenue generated and the balance forward from 2006 to year end 2008.

As can be gleaned from these numbers, there has been a steady decline in the revenue balance forwarded from each year beginning in year 2003, as well as a steady decline in revenue and combined revenue and balance since 2006. The reason for this decline is that expenditures have exceeded the revenue generated each year. In 2003 expenditures exceeded generated revenue by \$1,079,905; 2004 by \$2,932,252; 2005 by 832,876; 2006 by \$1,741,103; 2007 by \$ 2,318,429, and; 2008 by \$4,550,163. Personnel costs (wages and benefits) are the largest area of the Employer's expenditures. In 2008, personnel costs accounted for fifty-six (56%) percent of total expenditures.

The Employer projects that this trend of increased expenditures, declining revenue and balances, and deficit spending will not only continue but worsen. This is compounded by the increase in delinquent property taxes and foreclosures, as well as limited new construction in the county.

There will be a revaluation of property values conducted in 2009, and there is a distinct possibility that property values will decrease from the 2006 valuation. It is projected that the revaluation of property values will result in a ten (10%) percent to twenty (20%) decrease in property tax valuation. This will likely result in a decrease in the amount of tax revenue generated by the 1 mil levy. The elimination of personal property taxes through the two levies will also impact revenue received by the Employer. Unless there is a legislative fix maintaining the time-limited state replacement dollars for those personal property taxes, further revenue reductions will begin in 2011.

The Employer has already experienced reductions in some of the Federal funds that

it receives. Title XX and TANF reimbursement was over \$4.5 million dollars in 2006. By 2008, reimbursement dropped to \$952,000, with further decreases anticipated for 2009 and beyond. Between 2008 and 2009, The Employer received a 12% cut in its largest source of State funding, the State Child Protection Allocation. Given the State's current financial picture, any funding increases will be at minimal at best.

As a result, the Employer projects a total budget deficit of \$4,778,855 by year end 2012 and a total budget deficit of \$13,888,482 by year end 2013, unless revenues and expenditures can be more closely aligned. (See Employer's Exhibit "C")

This same pattern holds true for the Lucas County general fund as administered by the Board of County Commissioners. There, as with the Employer's budget, the revenue generated has been insufficient to meet expenditures. As a result of this deficit, the Board of Commissioners has had to rely upon its reserve account. In 2008, the county was able to balance the budget only through the use of \$2,889,647.79 of funds from the reserve account; \$2,530,485.92 more than originally estimated. (See Employer's Exhibit "D")

In addition, there have been thirty-one (31) layoffs as of January 1, 2009, due to lack of funds for bargaining and non-bargaining employees under the appointing authority of the Board of Commissioners. There was a 0% wage increase negotiated between the Board of Commissioners and the three (3) AFSCME bargaining units, the same union that is party to this preceding, for 2009. The Board of Commissioners has taken the position that it will not vote to approve any general wage increases for any county department in 2009.

Further, in October, 2008, the Board of Commissioners asked all county elected officials, departments and agency heads to reduce their 2009 budget requests by 5% to cut costs and its reliance upon the reserve account to balance the county general fund. (See

Employer Exhibit "E") The Board of Commissioners is seeking a 10% reduction from each county elected official, departments and agency heads for the 2010 Budget.

In light of this economic and political backdrop, the Employer's position in support of its proposals is as follows:

Proposal #1: Article 18 Hours of Work Deemed, Nurses and Attorneys Contracts:

The Employer's proposal regarding Hours of Work has two components: 1) Flexibility in work schedules, and; 2) Overtime (1½-time) calculation. The proposal affects a small percentage [26% - 67% of 258] of employees in the Deemed Certified unit, and four (4) employees in the Nurses unit. In relation to this proposal, it is important to note that the changes proposed would bring this small population of bargaining unit employees in conformity with the rest of the non-exempt bargaining unit employees, as well as the agency's non-exempt non-bargaining unit employees.

Existing contract language requires the work schedules of these affected employees to be strictly "five (5) seven (7) hour work days." Working within this strict scheduling format is burdensome and often doesn't meet either the Employer's staffing needs or many times the employee's own personal needs. For example, Clerical Assistants working in the Training & Development area must support training events that occur Mondays through Saturdays six-day period. Current contract language is unnecessarily confining in relation to how their 35-hour work week can be structured and can result in unnecessary hours being worked just to conform to the "five (5) seven (7) hour work days." Similar scheduling issues can arise with other positions covered by this existing Deemed Certified and Nurses contract language.

The requested change to allow flexibility in work schedules is proposed as a cost-

savings measure as it will allow for a more economical deployment of staff work hours. Flexibility in work schedules also addresses work/life balance for employees. All other Agency bargaining unit staff, as well as all Agency non-bargaining unit staff, have a flexible work week provision available to them. The language change proposed already exists in the Residual and Secretaries contracts. However, a shift to a flexible work week without the corresponding proposed change in overtime calculation is untenable.

This same small population of bargaining unit employees receives overtime (1½-time) for hours worked beyond eight (8) in a day, even if the weekly hours worked do not exceed forty (40). All other non-exempt bargaining unit employees as well as Agency non-exempt non-bargaining unit staff receive overtime (1½-time) only when weekly hours worked exceed forty (40). Again, this is proposed as a cost-savings measure, and the proposed language is consistent with existing language in the Residual and Secretaries contracts. Not only would savings be gained in overtime payments, but the Employer would also be relieved of managing multiple overtime and scheduling systems.

Article 18: Hours of Work Attorneys Contract:

The Employer proposes to eliminate Attorney special flex leave.

Under the Fair Labor Standards Act ("FLSA"), attorneys are exempt from overtime compensation for hours worked beyond a forty (40) hour week. The "special flex" system was provided to all Agency exempt employees at the time the Attorney unit formed in 1996. (See Employer Exhibit "F") As exempt bargaining unit employees, the "special flex" system was adopted into the Attorney contract. However, since that time the Employer has eliminated the "special flex" system for exempt non-bargaining unit employees and wishes to also end it within this bargaining unit.

The Attorneys would continue to have access to flexible work schedules to aid in

keeping their work weeks manageable. Moreover, the Employer provides a liberal time off plan: vacation accrual ranging from 15 to 28 days annually; 11 to 11.5 holidays annually; 2 personal days annually. A recent (February, 2009) snapshot of Attorney vacation balances shows that all have access to ample time off:

Attorney #1	25 Days
Attorney #2	54 Days
Attorney #3	91 Days
Attorney #4	32 Days
Attorney #5	20 Days
Attorney #6	4 Days
Attorney #7	45 Days
Attorney #8	20 Days

Thus, an attorney's ability to take time off will not be unduly hampered by the elimination of "special flex." Additionally, the structure of the Attorney "special flex" system does not easily lend itself to automation; thus, the Payroll Office must manually track the accumulation and utilization of "special flex". The Employer seeks relief from this burden.

Proposal # 2: Article 19 Wages All Contracts:

Both the Employer and the Unions propose a two (2%) general wage increase for the first year of the contracts with wage re-openers for the second and third year of the contracts. However, the Employer further proposes not to continue the fifteen step wage schedule with its three (3%) wage increases between steps which, under the terms of Article 19 of all contracts, ceased on April 30, 2009.

The reason for the Employer's proposal is in line with its overall goal to reduce spending, abate the ongoing deficit spending, and avoid a projected budget deficit and potential for layoffs. There are one hundred seventy-eight (178) employees out of two hundred ninety-two (292) who are eligible for step increases during the first year of the contracts. Eliminating these step increases would result in a cost saving of \$102,463.17. (See Employer Exhibit "G")

This proposal further reflects the economic and political reality of the county as a whole. As with the Employer, the Board of County Commissioners has had to rely upon its reserve account to balance the county general fund. This has resulted in a number of lay-offs for both bargaining and non-bargaining unit employees under the appointing authority of the Board of Commissioners. In addition, the Board of County Commissioners has negotiated a zero (0%) wage increase for its bargaining unit employees for 2009. The Board of County Commissioners also negotiated health care benefits for 2009 on behalf of all county departments, including the Employer, with the Unions providing no decrease in benefits nor any increase in costs to employees. This was with the understanding that there would be no increases in wages for 2009. Consequently, the Board of County Commissioners, as legislative authority, has taken the position that it will not vote to approve any wage increases for 2009.

Proposal # 3: Articles 26 Nurses and Secretary & Residual Contracts; Article 28 Deemed Certified Contract; Article 25 Attorney Contract:

Parking has been a topic for discussion in almost every negotiation. The Employer currently provides in/out access parking at an attached garage essentially for employees in the Deemed and Nurses Units who must leave the work-site to conduct business. Parking is also provided to certain employees in the Deemed and Nurses Units who do not normally need to leave the work-site to conduct business. The Employer has maintained parking in an unattached garage (Commodore) for those latter positions.

This parking privilege was the result of an arbitration award in or around 1994 regarding the Employer's move to the downtown location. Prior to the move, bargaining unit employees under the Deemed and Nurses contracts were provided parking on the Employer's premises at no cost to either the employees or the Employer. The arbitration award required the Employer to continue providing parking to these employees at a cost to

the Employer. Neither the Attorneys nor the Secretary/Residual Units were in existence at that time and employees covered by those contracts have never received parking privileges.

The Employer proposes to continue to provide parking in the attached garage for Child Welfare Caseworker 2s and Child Welfare Caseworker 3s who do field work on a daily basis; Drivers (Vehicle Operator 1); Mail Clerk (Mail Clerk/Messenger); and Utility Person 1 (Stores Clerk) in the Deemed Unit.

The Employer would eliminate parking in the garages for all other employees receiving parking under the Deemed and Nurses contracts. In its place, the Employer proposes to provide parking stipend of \$20/pay period to those employees in the affected positions on the effective date of the agreements. This expands the parking options for employees.

The Employer is not interested in increasing its costs and expanding this benefit to other employees as proposed by the Unions. Currently, parking costs the Employer an estimated \$208,060 annually. The Employer's proposal would cost \$204,140, a reduction of \$3,920. The Unions' proposal would expand the parking to employees not currently covered by this provision and cost \$237,340, an increase of \$29,280. (Employer Exhibit "H")

Proposal # 4: Article 35 Casework Misc. Provisions Deemed Certified Contract:

Casework Bonus is a benefit provided to Child Welfare Caseworker 2s and 3s who have various required credentials. There are three (3) levels of caseworker bonus

Level I provides a 2% increase to the base wage rate for Caseworker 2s who possess an Associates Degree in Social Service Technology or a related field and have received an average of not less than 3.5 points on annual evaluations for the last three

years and not less than 3.5 points on the last annual evaluation with no single evaluation score less than 2.5* and have not less than four (4) years of child welfare casework experience with public child welfare agencies.

Level II provides a 4% increase to the base wage rate for Caseworkers who possess a Bachelor's Degree, be a Licensed Social Worker, have received an average of not less than 3.5 points on annual evaluations for the last three years and not less than 3.5 points on the last annual evaluation with no single evaluation score less than 2.5* and have not less than four (4) years of child welfare casework experience with public child welfare agencies.

Level III provides an 8% increase to the base wage rate of Caseworkers who possess a Master's Degree in social work, be a Licensed Social Worker (LSW) or Licensed Professional Counselor (LPC), have received an average of not less than 3.71 points on annual evaluations for the last three years and not less than 3.71 points on the last annual evaluation with no single evaluation score less than 3.0 and have not less than six (6) years of child welfare casework experience with public child welfare agencies.

A Caseworker receiving this bonus may be assigned cases or position-related work assignments which are more difficult and complex than those assigned to a Caseworker in a lower bonus level or who receives no bonus, i.e., cases that receive media attention or child fatalities, etc. Those Caseworkers receiving a Bonus Level III may also be expected to provide clinical supervision and assistance to other Caseworkers.

Caseworkers who receive this bonus work in the Placements, Family Services, Assessments, Legal, and Community Development departments. There are currently thirty-two (32) Caseworkers who enjoy the benefit of this bonus: four (4) at Level I; twenty-four (24) at Level II, and; four (4) at Level III. The Employer anticipates that twenty-two (22)

additional employees will become eligible for the Level III bonus over the term of the new agreements.

The Bonus program was designed to encourage employees to obtain additional credentials such as professional Licensure (LSW, LISW or LISW-S) and advanced degrees in Social Work and other human services related degrees. The program allows employees based on their credentials and performance evaluation scores, an additional percentage added to the employee's base pay. Percentages are added to each Level and include Level I-2%, Level II-3% or Level III-8%. The intent of the program was designed for workers who possess advanced knowledge, skills and abilities be assigned cases or position-related work assignments which are more difficult and complex (i.e. media attention, child-fatalities, cases involving relatives of employees, high-profile cases and cases that have multiple victims).

The Employer's reason for eliminating the bonus program is two-fold. First, the bonus currently cost the Employer \$72,030,46 annually. In addition, the Agency funds two major tuition assistance programs, the Tuition Assistance Program (TAP) and Tuition Reimbursement Program (TR), which is covered under a labor contract provision. Many of the employees, who are Bonus Workers, have also received the benefit from TAP and TR programs. In 2008 the Agency spent **\$77,916.26** under the TAP program and **\$21,784.00** under the TR program. Moreover, Caseworkers participating in this bonus program receive the 2%, 4% or 8% bonus in addition to any general wage increase and step increase. Even with the elimination of the bonus, the Caseworkers' wages are competitive with other Children Services Agency's across the State. (See Employer's Exhibit "I")

The second reason for eliminating the bonus is that it is no longer a benefit to the Employer as originally designed. Specifically, there is essentially very little "bonus work" to

be done. Presently, cases with these difficult and complex variables are common to all cases given the family dynamics and are encountered in everyday casework practices and any non-bonus caseworker would likely see any number of these variable in a case that is assigned to them. This is just a list of some examples, as there are other situations that might be identified as "bonus work". Also a "fault" with these assignments is that the information that defines them as "bonus cases" may well not be discovered until the non-bonus caseworker is well into the actual disposition of the case.

In addition, these types of case assignments have exclusively been assigned and tracked within DFS and Assessments departments since 2006. Neither the Placement department, which has most of the bonus caseworkers, nor the Legal department nor Community Development department have bonus work to perform.

Moreover, caseload assignments have steadily declined since 2006. The ration of "bonus work" assignments is quite small when compared with the overall assignments. (See Employer Exhibit "J")

Further, the purpose of the bonus program at the time it was established was to encourage employees to attain an Associates, Bachelor's or Master's Degree in the specified filed. The Employer currently has more than enough Caseworkers with the requisite Associates and Bachelor's Degrees to fulfill Agency needs.

Similarity, when the program was first established, there was no local college or university that provided a course of study for the required Master's Degree in social work. Hence this program was an incentive for employees to travel outside the locality to attain the degree. Since then, The University of Toledo now offers a course in the required field of study. Hence, the travel incentive no longer exists.

Proposal #5: Article 35 Deemed Certified Cell Phone Allowance:

The cell phone allowance was negotiated exclusively for certain Caseworkers during the last contract. The allowance was provided as a safety measure to Caseworkers who conduct field work and are required to have a cell phone. The Employer agreed to provide these Caseworkers a fifteen (\$15) dollar stipend for each period the employee is in active work status anytime during the pay period.

Subsequent to executing the contract in 2006, a question arose as to the meaning of "active work status". As a result, the Employer and PGO entered into a memorandum of understanding wherein they agreed that the Employer's intended the language as defined by the Ohio Administrative Code to exclude any time an employee is on paid leave.

Nevertheless, the Employer agreed to provide the allowance to Caseworkers in active pay status whose approved absence did not exceed thirty (30) calendar days. (See Employer Exhibit "K")

The Employer seeks to rescind the memorandum of understanding and return to the originally intended meaning of "active work status" as defined by the Ohio Administrative Code.

Proposal # 6: Article 26 Deemed Certified; 24 Nurses; 23 Attorneys; and 24 Secretaries/Residual Sick Leaves and Leave Absence:

During the negotiations for the 2006 - 2009 contracts, the parties agreed to a sick leave incentive program whereby employees with a sick leave balance of five-hundred (500) hours and who have not used more than three (3) **non-FMLA** days of sick leave in the preceding twelve (12) month period may cash-out 1/3 of the sick leave that has been accrued and unused in the preceding twelve (12) month period. The reason for the "non-FMLA" distinction was because, at the time, the Family and Medical Leave Act ("FMLA")

did not allow for leave under FMLA to be counted against an employee for purposes of an attendance bonus.

In January, 2009, several changes to the FMLA requirements became effective. Among those changes is the Employer's ability to count FMLA leaves against an employee for purposes of an attendance bonus. During the current negotiations the Employer sought to incorporate the changes in the law to its sick leave incentive program and FMLA policy. As evidence of the minimal impact this would have on employees who have been eligible for the sick leave incentive, the Employer provided the Unions with documentation showing that had this change been enacted under the current agreements, only: two (2) out of thirty-three (33) eligible bargaining unit employees would have been adversely affected in 2006; two (2) out of thirty-two (32) eligible bargaining unit employees would have been adversely affected in 2006, and: two (2) out of twenty-eight (28) eligible bargaining unit employees would have been adversely affected in 2006. (Employer Exhibit "L")

The Employer is simply seeking to continue, as it has done since the enactment of the FMLA in 1992, to provide employees with benefits in accordance with the rights of obligations under the FMLA.

Issue # 7: FMLA Policy Change in Practice:

The Employer proposes to amend its FMLA Policy to allow for medical certification of a chronic or long term serious illness every six (6) months as opposed to annually in accordance with the changes enacted by law to the FMLA. This medical certification would be at the expense of the employee as provided under the law.

Specifically, in January, 2009, the term "chronic condition requiring treatment" was amended under FMLA, defined as:

A chronic condition that (a) requires visits for treatment by a health care provider **at least twice per year**, (b) continues over an extended period of

time (including recurring episodes of a condition); and (c) may cause episodic incapacity rather than a continuing period of incapacity. (Emphasis added)

The Employer has incorporated this amended definition into its FMLA policy; to which during negotiations the Unions agreed.

Under FMLA, any expense for medical certification or recertification of a serious health condition is borne by the employee. This is original to the 1992 enactment of the law. It has been part of the Employer's policy and practice since implementation of the Employer's FMLA Policy. The only change is that it is now allowed every six months instead of annually.

Article 3 of all contracts provides, in pertinent part:

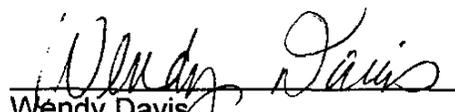
The Union shall recognize the Employer has and will retain the full right and responsibility to . . . promulgate rules and regulations . . ."

The Employer submits that under the terms of this provision, the Employer has the unfettered right to amend its FMLA policy; with or without the Unions' consent.

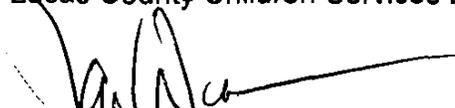
Further, the cost to the employee is minimal. Under the Lucas County Health Benefits Plan, the only cost to the employee would at most be a ten (\$10) to fifteen (\$15) dollar co-pay for the office visit and any fee for completing the form which the health care provider may charge.

In short, the Employer is merely exercising its management rights and responsibilities. In so doing, as with the Employer's proposal #5 above, the Employer is simply seeking to continue, as it has done since the enactment of the FMLA in 1992, to provide employees with benefits in accordance with the rights of obligations under the .

Respectfully submitted,



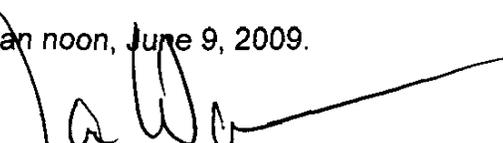
Wendy Davis
Lucas County Children Services Board



James C. Walter
Assistant Prosecuting Attorney

CERTIFICATION

This is to certify that, pursuant to the agreement of the parties, a copy of the foregoing is being served by electronic mail to Cauncey Mason, PGO, and Sally Powless, AFSCME Ohio Council 8, Local 544 no later than noon, June 9, 2009.



James C. Walter
Assistant Prosecuting Attorney

EXHIBIT "A"

**AGREEMENT
BETWEEN**

LUCAS COUNTY CHILDREN SERVICES BOARD

AND

**THE FEDERATION OF LUCAS COUNTY
CHILDREN SERVICES PROFESSIONAL,
CLERICAL AND SERVICE EMPLOYEES,
PROFESSIONALS GUILD OF OHIO**

**AND LOCAL 544
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO**

(Deemed Certified Unit)

MAY 1, 2006

TO

APRIL 30, 2009

implemented additional or different minimum qualifications when the next successor agreement is bargained.

Section 13

No employee may apply for or retain a driver's position unless the employee is drug free, has a valid driver's license, and has not received six (6) points or more on his/her driving record in the previous 24 months. Any employee who is not eligible to retain a driver's position may bid for one year, on any posted position for which he/she is qualified. If the employee cannot successfully bid for a position within 30 days, the employee shall be laid off and the Employer will not contest unemployment.

Section 14

Training Unit graduates may be assigned to fill vacancies in other agency departments after permanent employees have an opportunity to fill the vacancy pursuant to this Article. The assignment of Training Unit graduates to units is solely at the discretion of the Employer. Upon request, the Union has the right to an explanation.

ARTICLE 18 HOURS OF WORK

Section 1

The normal agency work week shall be thirty-five (35) work hours consisting of five (5) seven (7) hour work days. Employees shall not be paid for lunch time. Social workers in consultation with supervisors may work a flexible work day within the seven (7) hour day.

Section 2

In the event that an employee works beyond seven (7) work hours in a day, the employee shall receive straight time for the first hour and time and one-half for all hours thereafter. In the event that an employee works beyond forty (40) hours in a week, the employee shall receive time and one-half for all hours beyond forty (40). The employee may choose to be paid or to receive compensatory time. All overtime shall have prior supervisory approval.

ARTICLE 19 WAGES

Section 1

Employees shall be paid in accordance with the following wage scale:

<u>Range</u>	<u>Job Title</u>	<u>Civil Service Title</u>
4	Utility Person 1	Stores Clerk
5	Casework Clerk	Clerk 2
	Driver	Vehicle Operator 1
	Family Visits Manager	Child Welfare Aide
	Mail Clerk	Mail Clerk/Messenger

	Message Center Receptionist/Clerk Profile Clerk Records Clerk A Records Clerk B	Telephone Operator 1 Clerical Specialist Clerk 2 Clerk 2
6	Clerical Assistant Inventory & Supply Clerk	Word Processing Specialist 1 Storekeeper 1
7	Administrative Review Clerk Clerical Assistant - Legal Clerical Assistant -- Train & Development Information Release Processor Records Specialist Resource Staffing Clerk	Clerical Specialist Word Processing Specialist 2 Word Processing Specialist 2 Public Inquiries Assistant 1 Clerical Specialist Clerical Specialist
8	Data Processing/Word Processing Specialist Title IV-E Reimbursement Processor	Data Entry Operator 2 Clerical Specialist
10A	Community Advocate Caseworker Community Resources Liaison Caseworker Day Care Caseworker Out of Home Care Worker Parent Education Caseworker Post Emancipation Caseworker Youth Advocate	CW Caseworker 2 CW Caseworker 2 CW Caseworker 2 CW Caseworker 2 CW Caseworker 2 CW Caseworker 2 CW Caseworker 2
11	PC Support Specialist	Software Spec. 1
11A	Adoption Aftercare Worker Adoption Placement/Caseworker of Record Assessment Caseworker Assessment Specialist Caseworker Trainee Emergency Services Caseworker Family Services Caseworker Foster Care Worker GIFT/Adolescent Foster Home Worker Home Study Caseworker Independent Living Worker Intake Specialist Recruitment Specialist Sexual Abuse Assessment Caseworker Treatment Services Caseworker	CW Caseworker 3 CW Caseworker 3
13	Court Specialist	CW Caseworker 3

Qualifications will be as follows:

C.W. Caseworker 3 - Bachelor's Degree with major in social work or a related field and no experience.

C.W. Caseworker 4 - Master's Degree in a related field and 2 years experience.

All employees will be placed in the pay range as indicated on the attached schedules.

Section 2

Effective the first full pay period after May 1, 2006, all employees shall receive a three percent (3%) general wage increase, as reflected in Appendix A (attached). Additionally, all employees shall receive a 1% lump sum payment calculated on the employee's 4/30/06 base annual wage.

Effective the first full pay period after May 1, 2007, all employees shall receive a three percent (3%) general wage increase, as reflected in Appendix B (attached). Appendix A shall be adjusted by 1%, reflecting the 2006 lump sum payment, prior to the application of the 2007 general wage increase.

Effective the first full pay period after May 1, 2008, all employees shall receive a three percent (3%) general wage increase, as reflected in Appendix C (attached).

Beginning May 1, 2006 through April 30, 2009, employees shall receive step increases on their anniversary dates unless they are at or above the top step of the assigned pay range.

Section 3

PERS pick up shall be as follows: the Employer shall designate each bargaining unit employee's mandatory contribution to PERS of Ohio as "picked up" by the Employer as contemplated by Internal Revenue Service Rulings 77-462 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the bargaining unit employee's income reported by the Employer as subject to federal and Ohio income tax shall be the employee's total gross income reduced by the then current percentage amount of the bargaining unit employee's mandatory PERS contribution which has been designated as "picked up" by the Employer, and that the amount designated as "picked up" by the Employer shall be included in computing final average salary, provided that no employee's salary is increased by such "pick up" nor is the Employer's total contribution to PERS increased thereby.

Section 4

A Driver who begins work at 4:30 p.m. or later shall receive a 2nd shift differential of \$.45/hr. A Driver who begins work at 12:30 a.m. or later shall receive a 3rd shift differential of \$.55/hr.

COUNCIL 13 & LUCAS COUNTY CSB PAY TABLES

Appendix B

PS	CSB	STEP P	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14
1	1	9.64	9.93	10.23	10.54	10.86	11.18	11.52	11.86	12.22	12.58	12.96	13.35	13.75	14.16	14.59
2	2	10.20	10.51	10.82	11.15	11.48	11.82	12.18	12.54	12.92	13.31	13.71	14.12	14.54	14.98	15.43
3	3	10.74	11.06	11.40	11.74	12.09	12.45	12.83	13.21	13.61	14.02	14.44	14.87	15.32	15.78	16.25
4	4	11.22	11.56	11.90	12.26	12.63	13.01	13.40	13.80	14.21	14.64	15.08	15.53	16.00	16.48	16.97
5	5	11.79	12.14	12.51	12.88	13.27	13.67	14.08	14.50	14.93	15.38	15.84	16.32	16.81	17.31	17.83
6	6	12.37	12.74	13.12	13.52	13.92	14.34	14.77	15.21	15.67	16.14	16.62	17.12	17.64	18.16	18.71
7	7	13.39	13.79	14.20	14.63	15.07	15.52	15.99	16.47	16.96	17.47	17.99	18.53	19.09	19.66	20.25
8	8	14.09	14.51	14.94	15.39	15.85	16.33	16.82	17.32	17.84	18.38	18.93	19.50	20.08	20.69	21.31
9	9	14.73	15.17	15.63	16.10	16.58	17.08	17.59	18.12	18.66	19.22	19.80	20.39	21.00	21.63	22.28
10	10	16.09	16.57	17.07	17.58	18.11	18.65	19.21	19.79	20.38	20.99	21.62	22.27	22.94	23.62	24.33
11	10A	16.59	17.09	17.60	18.13	18.67	19.23	19.81	20.40	21.02	21.65	22.30	22.97	23.65	24.36	25.10
12	11	17.44	17.97	18.51	19.06	19.63	20.22	20.83	21.45	22.10	22.76	23.44	24.15	24.87	25.62	26.38
13	11A	18.36	18.91	19.48	20.06	20.66	21.28	21.92	22.58	23.26	23.96	24.67	25.41	26.18	26.96	27.77
14	12	18.77	19.34	19.92	20.51	21.13	21.76	22.42	23.09	23.78	24.49	25.23	25.99	26.77	27.57	28.40
15	13	19.99	20.59	21.20	21.84	22.50	23.17	23.87	24.58	25.32	26.08	26.86	27.67	28.50	29.35	30.23

P:

COUNCIL 13 & LUCAS COUNTY CSB PAY TABLES

Appendix C

S	CSB	STEP P	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14
1	1	9.93	10.23	10.54	10.86	11.18	11.52	11.86	12.22	12.58	12.96	13.35	13.75	14.16	14.59	15.03
2	2	10.51	10.82	11.15	11.48	11.82	12.18	12.54	12.92	13.31	13.71	14.12	14.54	14.98	15.43	15.89
3	3	11.06	11.40	11.74	12.09	12.45	12.83	13.21	13.61	14.02	14.44	14.87	15.32	15.78	16.25	16.74
4	4	11.56	11.90	12.26	12.63	13.01	13.40	13.80	14.21	14.64	15.08	15.53	16.00	16.48	16.97	17.48
5	5	12.14	12.51	12.88	13.27	13.67	14.08	14.50	14.93	15.38	15.84	16.32	16.81	17.31	17.83	18.37
6	6	12.74	13.12	13.52	13.92	14.34	14.77	15.21	15.67	16.14	16.62	17.12	17.64	18.16	18.71	19.27
7	7	13.79	14.20	14.63	15.07	15.52	15.99	16.47	16.96	17.47	17.99	18.53	19.09	19.66	20.25	20.86
8	8	14.51	14.94	15.39	15.85	16.33	16.82	17.32	17.84	18.38	18.93	19.50	20.08	20.69	21.31	21.95
9	9	15.17	15.63	16.10	16.58	17.08	17.59	18.12	18.66	19.22	19.80	20.39	21.00	21.63	22.28	22.95
0	10	16.57	17.07	17.58	18.11	18.65	19.21	19.79	20.38	20.99	21.62	22.27	22.94	23.62	24.33	25.06
1	10A	17.09	17.60	18.13	18.67	19.23	19.81	20.40	21.02	21.65	22.30	22.97	23.65	24.36	25.10	25.85
2	11	17.97	18.51	19.06	19.63	20.22	20.83	21.45	22.10	22.76	23.44	24.15	24.87	25.62	26.38	27.18
3	11A	18.91	19.48	20.06	20.66	21.28	21.92	22.58	23.26	23.96	24.67	25.41	26.18	26.96	27.77	28.60
4	12	19.34	19.92	20.51	21.13	21.76	22.42	23.09	23.78	24.49	25.23	25.99	26.77	27.57	28.40	29.25
5	13	20.59	21.20	21.84	22.50	23.17	23.87	24.58	25.32	26.08	26.86	27.67	28.50	29.35	30.23	31.14

AGREEMENT

BETWEEN

LUCAS COUNTY CHILDREN SERVICES BOARD

AND

THE FEDERATION OF LUCAS COUNTY CHILDREN SERVICES

PROFESSIONAL, CLERICAL AND SERVICE EMPLOYEES

PROFESSIONALS GUILD OF OHIO

(SECRETARIES and RESIDUAL UNITS)

MAY 1, 2006

TO

APRIL 30, 2009

Article 18 Hours of Work

Section 1

The normal work week shall be thirty-five (35) hours, Monday through Friday, 8:30 a.m. to 4:30 p.m. Employees shall not be paid for lunch time. With prior supervisory approval, employees may work flexible work days within the work week. The supervisor or manager may also direct an employee to work flexible work days within the work week, upon reasonable notice.

Section 2

In the event that an employee works beyond forty (40) hours in a week, the employee shall receive time and one-half for all hours actually worked beyond forty (40). The employee may choose to be paid or to receive compensatory time. All overtime shall have prior supervisory approval.

Article 19 Wages

Section 1

Effective the first full pay period after May 1, 2006, all employees shall receive a three percent (3%) general wage increase, as reflected in the following wage schedule:

	R1	R2	R3	R4	R5	S1	S2
Step P	13.55	12.88	18.06	16.78	20.63	12.88	13.55
Step 1	13.95	13.26	18.60	17.28	21.25	13.26	13.95
Step 2	14.37	13.66	19.16	17.80	21.88	13.66	14.37
Step 3	14.80	14.07	19.73	18.33	22.54	14.07	14.80
Step 4	15.25	14.49	20.32	18.88	23.22	14.49	15.25
Step 5	15.71	14.93	20.93	19.45	23.91	14.93	15.71
Step 6	16.18	15.38	21.56	20.03	24.63	15.38	16.18
Step 7	16.66	15.84	22.21	20.63	25.37	15.84	16.66
Step 8	17.16	16.31	22.87	21.25	26.13	16.31	17.16
Step 9	17.68	16.80	23.56	21.89	26.91	16.80	17.68
Step 10	18.21	17.31	24.27	22.55	27.72	17.31	18.21

Step 11	18.75	17.83	24.99	23.22	28.55	17.83	18.75
Step 12	19.32	18.36	25.74	23.92	29.41	18.36	19.32
Step 13	19.90	18.91	26.52	24.64	30.29	18.91	19.90
Step 14	20.49	19.48	27.31	25.38	31.20	19.48	20.49

Additionally, all employees shall receive a 1% lump sum payment calculated on the employee's 4/30/06 base annual wage.

Effective the first full pay period after May 1, 2007, all employees shall receive a three percent (3%) general wage increase, as reflected in the following wage schedule: [Note: The wage scale below includes a 1% adjustment, reflecting the 2006 lump sum payment, prior to the application of the 2007 general wage increase.]

	R1	R2	R3	R4	R5	S1	S2
Step P	14.09	13.39	18.77	17.44	21.45	13.39	14.09
Step 1	14.51	13.79	19.34	17.97	22.09	13.79	14.51
Step 2	14.94	14.20	19.92	18.51	22.75	14.20	14.94
Step 3	15.39	14.63	20.51	19.06	23.43	14.63	15.39
Step 4	15.85	15.07	21.13	19.63	24.14	15.07	15.85
Step 5	16.33	15.52	21.76	20.22	24.86	15.52	16.33
Step 6	16.82	15.99	22.42	20.83	25.61	15.99	16.82
Step 7	17.32	16.47	23.09	21.45	26.38	16.47	17.32
Step 8	17.84	16.96	23.78	22.10	27.17	16.96	17.84
Step 9	18.38	17.47	24.49	22.76	27.98	17.47	18.38
Step 10	18.93	17.99	25.23	23.44	28.82	17.99	18.93
Step 11	19.50	18.53	25.99	24.15	29.69	18.53	19.50
Step 12	20.08	19.09	26.77	24.87	30.58	19.09	20.08
Step 13	20.69	19.66	27.57	25.62	31.49	19.66	20.69
Step 14	21.31	20.25	28.40	26.38	32.44	20.25	21.31

Effective the first full pay period after May 1, 2008, all employees shall receive a three percent (3%) general wage increase, as reflected in the following wage schedule:

	R1	R2	R3	R4	R5	S1	S2
Step P	14.51	13.79	19.34	17.97	22.09	13.79	14.51
Step 1	14.94	14.20	19.92	18.51	22.75	14.20	14.94
Step 2	15.39	14.63	20.51	19.06	23.43	14.63	15.39
Step 3	15.85	15.07	21.13	19.63	24.14	15.07	15.85
Step 4	16.33	15.52	21.76	20.22	24.86	15.52	16.33
Step 5	16.82	15.99	22.42	20.83	25.61	15.99	16.82
Step 6	17.32	16.47	23.09	21.45	26.38	16.47	17.32
Step 7	17.84	16.96	23.78	22.10	27.17	16.96	17.84
Step 8	18.38	17.47	24.49	22.76	27.98	17.47	18.38
Step 9	18.93	17.99	25.23	23.44	28.82	17.99	18.93
Step 10	19.50	18.53	25.99	24.15	29.69	18.53	19.50
Step 11	20.08	19.09	26.77	24.87	30.58	19.09	20.08
Step 12	20.69	19.66	27.57	25.62	31.49	19.66	20.69
Step 13	21.31	20.25	28.40	26.38	32.44	20.25	21.31
Step 14	21.95	20.86	29.25	27.18	33.41	20.86	21.95

*SUBJECT
LANGUAGE*

Beginning May 1, 2006 through April 30, 2009, employees shall receive step increases on their anniversary dates unless they are at or above the top step of the assigned pay range.

Employees shall be paid in accordance with the following wage scale:

<u>Range</u>	<u>Job Title</u>	<u>Civil Service Classification</u>
R1	Account Clerk	Account Clerk 2
	Computer Trainer/Help Desk Support Specialist	Trainer
	Entitlement Facilitator A	Account Clerk 2

	Entitlement Facilitator B	Account Clerk 2
	Health Care Facilitator	Account Clerk 2
	Payroll Specialist	Account Clerk 2
R2		
R3		
R4	Operations Manager	Data Entry Operator 3
R5	Programmer/Analyst	Programmer Analyst 2
	Senior Analyst/Programmer	Programmer Analyst 2
	Training & Development Specialist	Training Officer 1
S1	Secretary	Secretary 1*
S2	Secretary	Secretary 2

*Indicates classifications not currently being used as of the signing of this contract.

Section 2

PERS pick up shall be as follows: the Employer shall designate each bargaining unit employee's mandatory contribution to PERS of Ohio as "picked up" by the Employer as contemplated by Internal Revenue Service Rulings 77-462 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the bargaining unit employee's income reported by the Employer as subject to federal and Ohio income tax shall be the employee's total gross income reduced by the then current percentage amount of the bargaining unit employee's mandatory PERS contribution which has been designated as "picked up" by the Employer, and that the amount designated as "picked up" by the Employer shall be included in computing final average salary, provided that no employee's salary is increased by such "pick up" nor is the Employer's total contribution to PERS increased thereby.

Section 3

Secretaries Unit:

Effective May 1, 1999, any new hire in this unit will not be paid less than the probationary rate as set forth in Section 1 of this Article.

**AGREEMENT
BETWEEN**

LUCAS COUNTY CHILDREN SERVICES BOARD

AND

**THE FEDERATION OF LUCAS COUNTY CHILDREN SERVICES
PROFESSIONAL, CLERICAL AND SERVICE EMPLOYEES
PROFESSIONALS GUILD OF OHIO**

(NURSES)

MAY 1, 2006

to

APRIL 30, 2009

Section 3

Prior to management changing the present shift times for Registered Nurses, management shall meet with the Union to discuss the reason for said changes and possible alternatives.

Section 4

Nurses shall be paid for all time spent and expenses as defined in Article 22 (Mileage Reimbursement), incurred in court activities in Agency related cases.

ARTICLE 19 WAGES

Section 1

Effective the first full pay period after May 1, 2006, all nurses shall receive a three percent (3%) general wage increase, as reflected in the following wage scale:

Step P	\$19.22
Step 1	19.80
Step 2	20.39
Step 3	21.01
Step 4	21.64
Step 5	22.29
Step 6	22.95
Step 7	23.64
Step 8	24.35
Step 9	25.08
Step 10	25.83
Step 11	26.61
Step 12	27.41
Step 13	28.23
Step 14	29.08

Additionally, all nurses shall receive a 1% lump sum payment calculated on the nurse's 4/30/06 base annual wage.

Effective the first full pay period after May 1, 2007, all nurses shall receive a three percent (3%) general wage increase, as reflected in the following wage scale: [Note: The wage scale below includes a 1% adjustment, reflecting the 2006 lump sum payment, prior to the application of the 2007 general wage increase.]

Step P	\$19.99
Step 1	20.59
Step 2	21.20
Step 3	21.84
Step 4	22.50
Step 5	23.17
Step 6	23.87

Step 7	24.58
Step 8	25.32
Step 9	26.08
Step 10	26.86
Step 11	27.67
Step 12	28.50
Step 13	29.35
Step 14	30.23

Effective the first full pay period after May 1, 2008, all nurses shall receive a three percent (3%) general wage increase, as reflected in the following wage scale:

Step P	\$20.59
Step 1	21.20
Step 2	21.84
Step 3	22.50
Step 4	23.17
Step 5	23.87
Step 6	24.58
Step 7	25.32
Step 8	26.08
Step 9	26.86
Step 10	27.67
Step 11	28.50
Step 12	29.35
Step 13	30.23
Step 14	31.14

Beginning May 1, 2006 through April 30, 2009, nurses shall receive step increases on their anniversary dates unless they are at or above the top step of the assigned pay range.

Section 2

Shift Differential:

Second Shift: \$.45/hr.

Third Shift: \$.55/hr.

Section 3

PERS pick up shall be as follows: the Employer shall designate each bargaining unit employee's mandatory contribution to PERS of Ohio as "picked up" by the Employer as contemplated by Internal Revenue Service Rulings 77-462 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the bargaining unit employee's income reported by the Employer as subject to federal and Ohio income tax shall be the employee's total gross income reduced by the then current percentage amount of the

bargaining unit employee's mandatory PERS contribution which has been designated as "picked up" by the Employer, and that the amount designated as "picked up" by the Employer shall be included in computing final average salary, provided that no employee's salary is increased by such "pick up" nor is the Employer's total contribution to PERS increased thereby.

ARTICLE 20 CALL BACK PAY

Section 1

When an employee is called back to work before or after his/her regular shift, the employee shall be guaranteed a minimum of three (3) hours pay, at the appropriate rate of pay.

The following applies to premium pay (one and one half the normal rate of pay) for call backs on agency holidays:

- For call back purposes, the 24 hour holiday period for all nurses shall coincide with the holiday on-call schedule: 8:30 a.m./Day of agency holiday to 8:30 a.m./Day following agency holiday.
- A nurse called back to work during the 24 hour holiday period designated above shall receive premium pay for hours worked during that period in addition to their regular holiday pay.
- Part time nurses (21 or more hours/week) shall receive premium pay for call back hours worked only on the days designated as holidays for those part time nurses, in accordance with the holiday period designated above.
- A nurse called back to work during the 12:00 midnight to 8:30 a.m. period of an agency holiday shall not receive premium pay for any hours worked during that 8-1/2 hour period.

Section 2

Nurses shall not receive call back pay for monthly staff meetings.

Section 3

Three (3) hours of call back pay shall be paid only if management calls an employee.

ARTICLE 21 VACATION AND HOLIDAYS

Section 1

Full time employees shall earn vacation according to the following schedule:

YEARS OF SERVICE	DAYS OF VACATION
Less than 1.....	0 work days
1-4.....	15 work days
5-19.....	20 work days
20-24.....	25 work days
25 or more.....	28 work days

AGREEMENT

BETWEEN

LUCAS COUNTY CHILDREN SERVICES BOARD

AND

THE FEDERATION OF LUCAS COUNTY CHILDREN SERVICES

PROFESSIONAL, CLERICAL AND SERVICE EMPLOYEES

PROFESSIONALS GUILD OF OHIO

(ATTORNEYS)

MAY 1, 2006

TO

APRIL 30, 2009

Article 18 Hours of Work

Section 1

Attorneys shall be allowed to utilize a flexible work schedule within the established two-week pay period. Any variance from the Employer's standard business hours of 8:30 a.m. to 4:30 p.m. Monday through Friday, must have prior supervisory approval. The needs of the Employer are the primary consideration when a standard work schedule variance is granted.

Section 2

Extra hours worked in a pay period are first used to offset any time taken off for vacation, sick, or special flex leave. Attorneys will accumulate special flex time for any remaining hours worked beyond 70 in a pay period.

Section 3

Attorneys may use up to ten (10) days of accumulated special flex time for special flex leave within a one (1) year period. The one (1) year period extends from October 1 to September 30 each year. In the event that an attorney exhausts the ten (10) days of accumulated special flex time, the attorney may use up to five (5) additional days of accumulated special flex time.

A maximum of three (3) consecutive days of special flex leave may be taken at any one time. At least one (1) week must be worked between utilization of special flex leaves.

Use of accrued special flex time is based on the needs of the Employer and is subject to prior supervisory approval. If not used, special flex time will be lost six (6) months from the date it is accrued. Special flex time cannot be cashed out.

Article 19 Wages

Section 1

Effective the first full pay period after May 1, 2006, all attorneys shall receive a three percent (3%) general salary increase, as reflected in the following salary scale:

	<u>Bi-Weekly</u>	<u>Annual</u>
Step P	\$1,735.30	\$45,117.80
Step 1	1,787.10	46,464.60
Step 2	1,841.00	47,866.00
Step 3	1,896.30	49,303.80
Step 4	1,953.00	50,778.00
Step 5	2,011.10	52,288.60
Step 6	2,072.00	53,872.00
Step 7	2,133.60	55,473.60
Step 8	2,198.00	57,148.00

Step 9	2,263.80	58,858.80
Step 10	2,331.70	60,624.20
Step 11	2,401.70	62,444.20
Step 12	2,473.80	64,318.80
Step 13	2,548.00	66,248.00
Step 14	2,624.30	68,231.80

Additionally, all attorneys shall receive a 1% lump sum payment calculated on the attorney's 4/30/06 base annual wage.

Effective the first full pay period after May 1, 2007, all attorneys shall receive a three percent (3%) general salary increase, as reflected in the following salary scale: [Note: The wage scale below includes a 1% adjustment, reflecting the 2006 lump sum payment, prior to the application of the 2007 general wage increase.]

	<u>Bi-Weekly</u>	<u>Annual</u>
Step P	\$1,803.90	\$46,901.40
Step 1	1,857.80	48,302.80
Step 2	1,913.80	49,758.80
Step 3	1,971.20	51,251.20
Step 4	2,030.70	52,798.20
Step 5	2,091.60	54,381.60
Step 6	2,153.90	56,001.40
Step 7	2,218.30	57,675.80
Step 8	2,285.50	59,423.00
Step 9	2,354.10	61,206.60
Step 10	2,424.10	63,026.60
Step 11	2,496.90	64,919.40
Step 12	2,571.80	66,866.80
Step 13	2,649.50	68,887.00
Step 14	2,728.60	70,943.60

Effective the first full pay period after May 1, 2008, all attorneys shall receive a three percent (3%) general salary increase, as reflected in the following salary scale:

	<u>Bi-Weekly</u>	<u>Annual</u>
Step P	\$1,857.80	\$48,302.80
Step 1	1,913.80	49,758.80
Step 2	1,971.20	51,251.20
Step 3	2,030.70	52,798.20
Step 4	2,091.60	54,381.60
Step 5	2,153.90	56,001.40
Step 6	2,218.30	57,675.80

Step 7	2,285.50	59,423.00
Step 8	2,354.10	61,206.60
Step 9	2,424.10	63,026.60
Step 10	2,496.90	64,919.40
Step 11	2,571.80	66,866.80
Step 12	2,649.50	68,887.00
Step 13	2,728.60	70,943.60
Step 14	2,810.50	73,073.00

Beginning May 1, 2006 through April 30, 2009, attorneys shall receive step increases on their anniversary dates unless they are at or above the top step of the assigned pay range.

Section 2

PERS pick up shall be as follows: the Employer shall designate each bargaining unit employee's mandatory contribution to PERS of Ohio as "picked up" by the Employer as contemplated by Internal Revenue Service Rulings 77-462 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the bargaining unit employee's income reported by the Employer as subject to federal and Ohio income tax shall be the employee's total gross income reduced by the then current percentage amount of the bargaining unit employee's mandatory PERS contribution which has been designated as "picked up" by the Employer, and that the amount designated as "picked up" by the Employer shall be included in computing final average salary, provided that no employee's salary is increased by such "pick up" nor is the Employer's total contribution to PERS increased thereby.

Section 3

For attorneys hired after May 1, 1997, beginning salaries shall be determined at the sole discretion of the Employer, but shall not be less than the probationary rate set forth in Section 1 of this Article.

Article 20 Vacation and Holidays

Section 1

Full-time attorneys shall earn vacation according to the following schedule:

Years of Service	Days of Vacation
Less than 1	0 work days
1-4	15 work days
5-19	20 work days
20-24	25 work days
25 or more	28 work days

terms and conditions of employment. The determination as to whether a position is an "equivalent position" will be made by Lucas County Children Services. [NOTE: **Collective bargaining agreements (to the extent that they apply) will be followed for those employees covered by the agreements. The terms "key employees" and "equivalent position" are applied as contemplated in the Family and Medical Leave Act.**]

Non-Married Domestic Partners

This policy does not allow non-married employees leave to take care of a partner who has a serious health condition.

SPECIFIC

Notice of Leave

The employee must provide 30 days advance notice when the need for leave is foreseeable" (such as an expected birth or because of a planned medical treatment). If the employee does not give a 30 day notice for a "foreseeable" leave, with no reasonable excuse for the delay, ~~the leave authorization may be postponed for 30 days. the period of delay may not be FMLA designated.~~ For a "foreseeable" leave where it is not possible to give as much as 30 days notice, notice must be given "as soon as practicable", usually meaning within two business days of when the need for leave becomes known to the employee. Advance notice requirement shall be waived for medical emergencies.

Application for FMLA Leave

The employee requesting leave must ~~complete a LCCS "Application for Use of Leave" form, which can be obtained from the Personnel Department, and submit it to his/her supervisor. The completed leave form must state the reason for the leave and the expected starting and ending dates of the leave.~~ provide sufficient information, depending on the situation, for LCCS to reasonably determine whether the FMLA may apply to the leave request. The employee must also comply with LCCS procedures for use of sick leave, vacation, personal days, and compensatory time off as outlined in the Employee Handbook.

Medical Certification of Leave

All requests for FMLA leave must be supported by the Certification of Health Care Provider Form, which can be obtained from the ~~Personnel~~ Human Resources Department. The employee must submit a complete and sufficient Certification of Health Care Provider Form within 15 days. If LCCS deems the medical certification to be incomplete or insufficient, the employee will be provided 7 days to cure the deficiencies. **The timeframes here will be extended if it is not practicable for the employee to obtain the completed medical certification under the particular circumstances despite the employee's diligent, good-faith efforts to do so.**

Second or third opinions may also be required ~~(at LCCS expense)~~. LCCS may also require medical recertification every ~~30 days~~ 6 months. Failure to provide appropriate medical certification ~~in a timely manner~~ **after a reasonable amount of time (usually 15**

If any employee takes leave intermittently or on a reduced schedule, Lucas County Children Services may transfer the employee, temporarily, to an alternative position with equivalent pay and benefits in order to better accommodate recurring periods of leave.

CASE PRACTICE GUIDES

A “serious health condition” means an illness, injury, impairment or physical or mental condition that involves either:

- **Hospital Care** – Inpatient care, including any period of incapacity or subsequent treatment in connection with such inpatient care.
- **Absence Plus Treatment** – A period of incapacity of more than three full consecutive calendar days that also involves; (1) ~~Treatment two or more times by a health care provider; an in-person treatment at least once within 7 days of first day of incapacity; and or~~ (2) ~~Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment either is a regimen of continuing treatment initiated by HCP during first treatment or~~ is a second in-person visit for treatment (the necessity of which is determined by HCP) within 30 days of first day of incapacity.
- **Pregnancy** – Any period of incapacity due to pregnancy, or for prenatal care.
- **Chronic Conditions Requiring Treatments** - A chronic condition that (a) requires visits for treatment by a health care provider at least twice a year; (b) continues over an extended period of time (including recurring episodes of a condition); and (c) may cause episodic incapacity rather than a continuing period of incapacity.
- **Permanent/Long-Term Conditions Requiring Supervision** – Examples include Alzheimer’s, a severe stroke, or the terminal stages of a disease.
- **Multiple Treatments (Non-Chronic Conditions)** – Any period of absence to receive multiple treatments. Examples include chemotherapy, radiation, and dialysis.

Any questions regarding this policy should be directed to the Human Resources Department.

RELATED POLICIES and FORMS

Notice of Eligibility and Rights & Responsibilities (available from Human Resources Department)

Certification of Health Care Provider Form (available from Human Resources Department)

Designation Notice (available from Human Resources Department)

LCCS “Application for Use of Leave”

Employee Rights and Responsibilities under FMLA Poster (available on Agency intranet)

EXHIBIT "C"

LUCAS COUNTY CHILDREN SERVICES FINANCIAL PROJECTIONS (2009-2013)

REVENUE:	2008 ACTUAL	2009 BUDGET	2010 ESTIMATE	2011 ESTIMATE	2012 ESTIMATE	2013 ESTIMATE
REAL ESTATE	14,792,832	16,895,235	17,087,055	17,310,284	17,504,579	17,700,820
DELINQUENCY/FORECLOSURE ADJ ✓	-	(670,000)	(635,000)	(635,000)	(635,000)	(635,000)
2009 REAPPRAISAL ADJ	-	-	(1,020,000)	(1,020,000)	(1,020,000)	(1,020,000)
ROLLBACK & HOMESTEAD	1,943,171	2,201,577	2,283,645	2,313,479	2,339,447	2,365,673
GENERAL PERSONAL	653,706	70,000	35,000	-	-	-
STATE REPLACEMENT REVENUE	1,932,583	2,426,914	2,403,949	2,055,443	1,653,302	1,367,330
MOBILE HOME	9,355	10,685	10,806	10,948	11,070	11,194
SUB TOTAL LEVY	19,331,647	20,934,411	20,165,455	20,035,154	19,853,398	19,790,017
TITLE XX/CHILD WELFARE TANF	952,293	256,500	200,000	200,000	200,000	200,000
IV-E/OTHER MISC ADMINISTRATIVE	11,652,071	11,724,293	11,920,424	12,223,143	12,570,419	12,935,556
OTHER REIMBURSEMENTS	2,364,248	2,930,686	2,841,778	2,843,327	2,868,116	2,901,941
STATE ADOPT MAINT SUBSIDY	499,772	116,186	1,000	1,000	1,000	1,000
SUB TOTAL REIMBURSEMENTS	15,468,384	15,027,665	14,963,202	15,267,470	15,639,535	16,038,497
IV-E FOSTER CARE MAINT	2,779,859	4,789,615	3,996,003	4,115,884	4,239,360	4,366,541
OTHER BOARD & CARE	621,331	616,500	628,830	641,407	654,235	667,319
SUB TOTAL BOARD & CARE	3,401,190	5,406,115	4,624,833	4,757,290	4,893,595	5,033,860
GRANTS	3,028,609	2,767,085	2,870,262	2,956,070	3,044,452	3,135,485
OTHER INCOME	89,013	30,000	30,600	31,212	31,836	32,473
TOTAL REVENUE	41,318,843	44,165,276	42,654,352	43,047,197	43,462,816	44,030,332
BALANCE FORWARD	24,524,937	19,974,774	16,674,361	10,517,578	3,382,061	(4,778,855)
TOTAL REVENUE & BALANCE	65,843,780	64,140,050	59,328,713	53,564,774	46,844,878	39,251,478
EXPENDITURES:						
<i>Budget Assumptions for 2.5% increase</i>						
EMPLOYEE SALARIES & WAGES	18,831,829	19,519,180	20,007,160	20,507,338	21,020,022	21,545,522
FICA	210,926	224,842	238,085	252,240	266,954	282,246
UNEMPLOYMENT COMP	416	2,400	2,000	2,000	2,000	2,000
WORKER'S COMPENSATION	263,496	41,381	300,000	300,000	300,000	300,000
PERS	2,593,741	2,712,024	2,801,002	2,871,027	2,942,803	3,016,373
GROUP INSURANCE	3,831,978	4,059,899	4,262,894	4,476,039	4,699,841	4,934,833
SUB TOTAL COMPENSATION	25,732,386	26,559,726	27,611,141	28,408,645	29,231,620	30,080,975
SUPPLIES	294,671	303,500	309,570	315,761	322,077	328,518
FOOD/CLOTHING	740,936	763,000	778,260	793,825	809,702	825,896
EQUIPMENT	287,342	302,300	300,000	300,000	300,000	300,000
PLACEMENTS	9,960,508	9,799,145	10,084,797	10,379,019	10,682,068	10,994,208
DAYCARE	1,676,131	1,734,000	1,768,680	1,804,054	1,840,135	1,876,937
KINSHIP INCENTIVE	925,340	1,294,202	1,397,964	1,547,244	1,696,524	1,845,804
RESPIRE	140,058	142,000	144,840	147,737	150,692	153,705
CLIENT SUPPORT	455,097	540,000	550,800	561,816	573,052	584,513
CLIENT TRANSPORTATION	186,741	164,400	167,688	171,042	174,463	177,952
PARKING	210,854	214,368	214,368	214,368	228,600	228,600
OCCUPANCY & RENT	951,757	1,062,000	986,340	1,006,067	1,026,188	1,046,712
CHILD WELFARE & OTHER CONTRACTS	2,144,721	2,297,700	2,343,654	2,390,527	2,438,338	2,487,104
SUB TOTAL CONTRACT SERVICES	16,651,207	17,247,815	17,659,131	18,221,873	18,810,059	19,395,536
MEDICAL	75,694	98,100	100,062	102,063	104,105	106,187
PSYCHOLOGICAL	18,164	24,000	24,480	24,970	25,469	25,978
PREFERRED CHOICE (MHR SB)	447,276	500,000	500,000	500,000	500,000	500,000
TRAVEL/TRAINING	31,604	39,800	40,000	40,000	40,000	40,000
MILEAGE	576,825	583,000	452,000	468,000	480,000	496,000
ADVERTISING	283,375	286,500	291,730	296,965	302,204	307,448
PRINTING	13,702	16,000	16,320	16,646	16,979	17,319
OTHER EXPENSES	204,422	216,400	200,908	164,426	149,955	182,494
TELEPHONE/TELECOMMUNICATIONS	184,389	198,535	200,520	202,526	204,551	206,596
INSURANCE	327,013	327,013	327,013	327,013	327,013	327,013
TOTAL EXPENDITURES	45,869,006	47,465,689	48,811,136	50,182,713	51,623,732	53,139,960
ENDING BALANCE	19,974,774	16,674,361	10,517,578	3,382,061	(4,778,855)	(13,888,482)

Account for 10-2005 projected declines in property value.

fund all revenue

LUCAS COUNTY CHILDREN SERVICES REVENUE EXPENSE HISTORY (2003-2008)

REVENUE:	2003	2004	2005	2006	2007	2008
TOTAL LEVY	19,262,883	18,859,596	19,095,136	19,661,865	19,946,104	19,331,647
TITLE XX/CHILD WELFARE TANF	1,087,061	566,086	3,738,970	4,592,314	2,444,748	952,293
IV-E/OTHER MISC ADMINISTRATIVE	9,091,478	10,166,105	9,201,793	9,281,660	10,105,391	11,652,071
OTHER REIMBURSEMENTS	2,173,956	2,490,686	2,521,676	3,316,454	4,567,273	2,864,020
SUB TOTAL REIMBURSEMENTS	12,352,495	13,222,877	15,462,439	17,190,428	17,117,412	15,468,384
IV-E FOSTER CARE MAINT	3,309,641	3,218,333	3,446,032	4,073,354	3,915,568	2,779,859
OTHER BOARD & CARE	608,980	562,481	653,512	647,768	566,318	621,331
SUB TOTAL BOARD & CARE	3,918,621	3,780,814	4,099,544	4,721,122	4,481,886	3,401,190
GRANTS	3,337,905	2,118,039	2,742,333	2,646,329	2,891,869	3,028,609
OTHER INCOME	55,313	82,033	38,065	134,743	35,773	89,013
TOTAL REVENUE	38,927,217	38,063,359	41,437,517	44,354,487	44,473,044	41,318,843
BALANCE FORWARD	33,428,502	32,348,597	29,417,345	28,584,469	26,843,366	24,524,937
TOTAL REVENUE & BALANCE	72,355,719	70,411,956	70,854,862	72,938,956	71,316,410	65,843,780
EXPENDITURES:						
EMPLOYEE SALARIES & WAGES	15,946,494	16,258,107	16,929,309	17,858,493	18,399,305	18,831,829
FRINGE BENEFITS	5,335,103	5,367,865	5,672,737	5,980,234	6,769,612	6,900,557
SUB TOTAL COMPENSATION	21,281,597	21,625,972	22,602,046	23,838,727	25,168,917	25,732,386
SUPPLIES	258,963	281,319	291,324	332,690	303,945	294,671
FOOD/CLOTHING	664,776	685,102	806,783	988,074	985,928	740,936
EQUIPMENT	539,154	462,342	263,215	206,293	266,404	287,342
PLACEMENTS	10,190,796	10,190,564	9,869,910	11,417,760	11,120,044	9,960,508
DAYCARE/RESPITE	1,530,694	1,962,979	2,336,593	2,799,363	2,108,733	1,816,189
KINSHIP INCENTIVES	-	-	-	161,500	447,965	925,340
CLIENT SUPPORT & TRANSPORTATION	412,662	457,968	552,179	722,235	738,048	641,838
PARKING	172,844	181,042	182,939	184,648	209,258	210,854
OCCUPANCY & RENT	835,527	881,257	881,257	881,257	939,372	951,757
CHILD WELFARE & OTHER CONTRACTS	2,297,001	2,201,602	2,358,233	2,378,872	2,199,355	2,144,721
SUB TOTAL CONTRACT SERVICES	15,439,524	15,875,412	16,181,111	18,545,635	17,762,775	16,651,207
MEDICAL/PSYCHOLOGICAL	96,281	117,066	145,509	122,454	103,055	93,858
JOINT VENTURE	400,000	550,000	550,000	457,132	477,634	447,276
TRAVEL/TRAINING	32,833	40,662	37,575	37,290	31,545	31,604
MILEAGE	341,883	380,390	424,259	493,592	506,873	576,825
ADVERTISING & PRINTING	276,487	279,420	299,749	344,065	417,193	297,077
OTHER EXPENSES	161,277	246,323	216,666	279,143	248,829	204,422
TELEPHONE	195,368	195,608	197,156	195,195	191,362	184,389
INSURANCE	318,979	254,995	255,000	255,300	327,013	327,013
TOTAL EXPENDITURES	40,007,122	40,994,611	42,270,393	46,095,590	46,791,473	45,869,006
ENDING BALANCE	32,348,597	29,417,345	28,584,469	26,843,366	24,524,937	19,974,774
CHANGE IN FUND BALANCE	(1,079,905)	(2,931,252)	(832,876)	(1,741,103)	(2,318,429)	(4,550,163)

EXHIBIT "D"

Lucas County General Fund Budget 2008 Year End Summary

2008 General Fund Budget

Estimated Revenue:	\$147,502,345.00
Actual Revenue:	\$144,040,233.43
Appropriated Budget:	\$147,861,506.87
Actual Expenses:	\$146,929,881.22

2008 General Fund Reserve Usage

Estimated Reserve Usage:	\$359,161.87
Actual Reserve Usage:	\$2,889,647.79

2009 General Fund Budget

Estimated Revenue:*	\$137,246,655.00
Appropriated Budget:	\$141,786,859.74

2009 General Fund Reserve Usage

Estimated Reserve Usage:	\$4,540,204.74
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2010 General Fund Preliminary Projection

Estimated Revenue:**	\$134,000,000.00
Estimated Budget:***	\$144,942,006.09

Reserve Balance

End of 2008 Actual:	\$22,511,937.29
End of 2009 Estimate:	\$17,971,732.55
End of 2010 Estimate:	\$7,029,726.46

One-Time Measures Used to Balance 2009 Budget

Liability Insurance	\$1,000,000
Workers Compensation	\$1,181,313
Health Insurance	\$973,833
Total	\$3,155,146

* 2009 revenue estimate based on flat sales tax collections -
after first two months, actual collections down 9.8% - estimated annual shortage of \$7,000,000

** 2010 revenue estimate anticipates a decrease in public safety contract with City of Toledo and 3% decrease in sales tax

*** 2010 budget estimate = 2009 budget plus total of one-time measures - assumes no increases over 2008

EXHIBIT "E"

MEMORANDUM

TO: All Elected Officials, Department and Agency Heads
FROM: John C. Zeitler, Director, Office of Management and Budget
DATE: September 5, 2009
SUBJECT: 2009 Budget ↖ *should be
Sept 5, 2008*

As Governor Strickland has announced state cut back and layoffs in light of the challenging economy, Lucas County needs to take similar steps to keep expenditures in line with revenues. The County Commissioners laid-off 11 employees last month and are looking into additional layoffs before the end of the year.

Thank you to all those departments that have continued to help the County hold down costs in these times of tight budget constraints. The Board of County Commissioners has now reduced it's own workforce by more than 20% over the last five years, and by more than that within the general fund. Similar downsizing is needed over the long term from all departments. Other major Ohio counties are facing similar challenges and are asking similar if not greater cuts. Cuyahoga County is mandating an 11% cut over a 2 year period while Montgomery County has again asked for 6% over 2 years.

In 2009, we are expecting a very limited rate of growth in our economy and an increase in fuel, utilities, and health care costs.

In 2008, the county was able to balance the budget only through the use of funds from the reserve account. The expected low growth in 2009, means that we will again need to ask our Elected Officials/ Department and Agency Heads to take a serious look at the operation of their offices to further reduce expenditures. We can not continue the trend of increased reliance on the reserve, rather than decreasing our departmental costs.

With that in mind, the Office of Management and Budget is requesting that your 2009 budget request reflect a 5% reduction from your 2008 projected expenses. When calculating this reduction, please exclude health insurance and Worker's Compensation. Please keep in mind that this even with this 5% reduction, we are predicting that we will still need to use a significant amount from our reserve.

We recognize the challenge that such cuts present to many of our departments and elected officials in light of state and federal mandates, but we must face the reality that when our revenues decrease, we must make our government smaller to match these declines.

Your budget analyst, Diana Minor, has e-mailed your department's 2009 budget

preparation materials: 1) budget spreadsheet, and 2) Personnel Schedule and Line Items spreadsheet to be completed and returned via e-mail. Budgets must be prepared using the attached Excel spreadsheet. There will be no exceptions.

The PeopleSoft system requires that the Personnel Schedule and Line Items spreadsheet is completed with totals that correspond to your request on the budget spreadsheet. Please make sure that your Personnel Schedule includes overtime, as well as any expenses you predict for seasonal/temporary employees.

The information you provide is vital to us. Please take the time to make sure that all fields are completed in the most thorough manner possible.

The Office of Management and Budget is issuing the following guidance for you to use in preparing your 2009 Proposed Annual General Fund Budget:

- * <
1. The only changes to your salary line items should be any scheduled increases, such as step increases. >
 2. When calculating the employer share of P.E.R.S., use the rate of 14.00% for all employees, with the exception of those employees considered law enforcement for P.E.R.S. purposes. Law enforcement employees should be calculated using the rate of 17.63%.
 3. For budgeting purposes at this time, the 2009 Workers' Compensation rate is projected at 1.82% of salaries. The exceptions are:

Sheriff	3.86%	Children Services Board	2.12%
MRDD	7.47%	Job and Family Services	2.10%
 4. At this time, the 2009 health care package has not been negotiated. For budgeting purposes, please budget \$12,013.32 for a family plan and \$4,770.84 for a single plan. Once negotiations are completed, your budget analyst will make the proper modifications to your budgets

If we can provide any assistance in preparing your budget, please contact Diana Minor at 419-213-4528. Please submit the completed budget forms via return e-mail no later than **Wednesday, September 17, 2008.**

EXHIBIT "F"

LCCS POLICY		
SUBJECT:	Special Flex Time for Exempt Employees	
APPROVED:	Management Team	
ISSUE DATE:	4/19/89	PAGE 1 OF 1
REVISED DATE:	1/9/90 8/92	IMPLEMENTATION RESPONSIBILITY
EFFECTIVE DATE:	10/01/92	All Exempt Employees

PURPOSE: To establish guidelines for the management and use of "Special Flex Time".

SCOPE: Policy applies to exempt employees who do not receive compensation for time worked beyond 40 hours.

POLICY: Exempt employees will accumulate Special Flex time for hours worked beyond forty in a week. If not used, all time will be lost six months from the date it is earned.

Exempt employees may use up to ten days of Special Flex time within a one year period. The one year period extends from October 1 to September 30 each year.

A maximum of three days of Special Flex time may be used alone or in conjunction with another leave. There must be a break of one week to constitute "another leave."

Use of Special Flex time is based on the needs of the agency and is subject to prior supervisory approval.

Special Flex time cannot be cashed out.

Extra hours worked in a week are first applied to any hours taken off for vacation, sick leave, etc. Any remaining hours are then applied toward Special Flex accrual.

Section 2

Extra hours worked in a pay period are first used to offset any time taken off for vacation, sick, or special flex leave. Extra hours remaining between 70 and 80 may be carried over to the following pay period; carry-over hours not flexed off in the following pay period are lost. Attorneys will accumulate special flex time for any remaining hours worked beyond 80 in a pay period.

Section 3

Attorneys may use up to ten (10) days of accumulated special flex time for special flex leave within a one (1) year period. The one (1) year period extends from October 1 to September 30 each year. In the event than an attorney exhausts the ten (10) days of accumulated special flex time, the attorney may use up to five (5) additional days of accumulated special flex time.

A maximum of three (3) consecutive days of special flex leave may be taken at any one time. At least one (1) week must be worked between utilization of special flex leaves.

Use of accrued special flex time is based on the needs of the Employer and is subject to prior supervisory approval. If not used, special flex time will be lost six (6) months from the date it is accrued. Special flex time cannot be cashed out.

Article 19 - Wages

Section 1

Effective the first full pay period after May 1, 1997, each attorney shall receive a three percent (3%) general salary increase.

Section 2

Attorneys shall receive a three percent (3%) lump-sum payment on their base salary payable the first full pay period following May 1, 1998, provided the attorney was in the bargaining unit the entire year preceding the payment.

Section 3

Effective the first full pay period after May 1, 1999, each attorney shall receive a three percent (3%) general salary increase.

Section 4

Effective the first full pay period after March 1, 2000, attorneys will move to the step system set forth below by going to the step closest to, but not less than, their existing salary. Salaries for topped out and red-lined attorneys shall remain the same.

EXHIBIT "G"

Management Wage Proposal

Cost
for BU
↓
✓

GWI

2% GWI Year 1

\$ 239,776

Total eligible for GWI

295 includes 2 intermittent nurses

No Step - Year 1

No Step Year 1

\$ - cost over the first year of contract

Step - Adjustment to Base

\$ -

Total eligible for step increase

180 includes 1 intermittent nurse

Total Cost of Increase - Year 1

\$ 239,776

% Increase - Year 1

2.00%

Union Wage Proposal
Estimated Cost

	# of Employees	2% GWI	Cost of Step Increase - Year 1	# of Employees Eligible for Step Increase	Total Cost - Year 1
Attorneys	8	\$ 11,122.75	\$ 3,003.90	3	\$ 14,126.65
Deemed Certified	257	\$ 204,702.90	\$ 93,549.85	164	\$ 298,252.75
Nurses	4	\$ 3,937.32	\$ 426.47	1	\$ 4,363.79
Secretary/Residual	23	\$ 19,191.54	\$ 5,482.95	10	\$ 24,674.49
Total	292	\$ 238,954.51	\$ 102,463.17	178	\$ 341,417.68

- Included
Step

for
178 people
114 do not
get step.

EXHIBIT "H"

PARKING

CURRENT STATUS

Ontario Garage	Number	Cost/Month	Total
CW2's & CW3's	176	\$75	\$13,200
Drivers	13	\$75	\$975
Mail Clerk	1	\$75	\$75
Handicapped (Other Deemed)	6	\$75	\$450
Nurses	3	\$75	\$225
Monthly Total	199		\$14,925
Number of Months			12
Annual Total			\$179,100

Commodore Perry Garage	Number	Cost/Month	Total
CW3's (Intake)	5	\$45	\$225
CW3's	1	\$45	\$45
Other Deemed	47	\$45	\$2,115
Nurses	1	\$45	\$45
Monthly Total	54		\$2,430
Number of Months			12
Annual Total			\$29,160

TOTAL COST CURRENT STATUS 253 \$208,260

MANAGEMENT PROPOSAL

Ontario Garage	Number	Cost/Month	Total
CW2's & CW3's	176	\$75	\$13,200
Drivers	13	\$75	\$975
Mail Clerk	1	\$75	\$75
Utilities Person	1	\$75	\$75
Monthly Total	191		\$14,325
Number of Months			12
Annual Total			\$171,900

Parking Stipends	Number	Cost/Pay	Total
CW3's (Intake)	5	\$20	\$100
CW	1	\$20	\$20
Other Deemed	52	\$20	\$1,040
Nurses	4	\$20	\$80
Total Per Pay Period	62		\$1,240
Number of Pays			26
Annual Total			\$32,240

TOTAL COST MANAGEMENT 253 \$204,140

UNION PROPOSAL

Ontario Garage	Number	Cost/Month	Total
CW2's & CW3's	182	\$75	\$13,650
Drivers	13	\$75	\$975
Family Visits Managers	6	\$75	\$450
Mail Clerk	1	\$75	\$75
Utilities Person	1	\$75	\$75
Handicapped	11	\$75	\$825
Nurses	3	\$75	\$225
P/T Emergency Services	8	\$75	\$600
Monthly Total	225		\$16,875
Number of Months			12
Annual Total			\$202,500

Parking Stipends	Number	Cost/Pay	Total
Other Deemed	40	\$20	\$800
Attorneys	7	\$20	\$140
Residual/Secretaries	19	\$20	\$380
Nurses	1	\$20	\$20
Total Per Pay Period	67		\$1,340
Number of Pays			26
Annual Total			\$34,840

TOTAL COST UNION 292 \$237,340

Parking Stipend

Parking Stipend (Including Attorneys)

Intake	5	
Other Deemed	47	
Nurses	1	
Attorneys	8	
Secretary/Residual	23	
Total Eligible	84	
Total Cost (\$20/Pay)		\$ 43,680(\$32,760 @ \$15/Pay)
Less Current Cost (assuming all opt in @ Commodore)		<u>\$ 28,620</u>
Increase		\$ 15,060
Total Cost (\$20/Pay)		\$ 43,680(\$32,760 @ \$15/Pay)
Less Current Cost (based on current Commodore numbers)		<u>\$ 19,980</u>
Increase		\$ 23,700

Parking Stipend (Excluding Attorneys)

Intake	5	
Other Deemed	47	
Nurses	1	
Secretary/Residual	23	
Total Eligible	76	
Total Cost (\$20/Pay)		\$ 39,520(\$29,640 @ \$15/Pay)
Less Current Cost (assuming all opt in @ Commodore)		<u>\$ 28,620</u>
Increase		\$ 10,900
Total Cost (\$20/Pay)		\$ 39,520(\$29,640 @ \$15/Pay)
Less Current Cost (based on current Commodore numbers)		<u>\$ 19,980</u>
Increase		\$ 19,540

Currently Eligible:

Intake (518)	5
Nurses (620)	1
Clerical (760,830)	41
McCourt (420)	1
Fitzgerald (760)	1
Bridge, Murray (840)	2
D Greenlese, V Taylor (860)	2
Total	53
Current Paid	37

EXHIBIT "I"

Butler	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8		
40 hrs	\$17.08	\$17.65	\$18.24	\$18.86	\$19.49	\$20.13	\$20.81	\$21.50	Bachelors	
	\$35,526.40	\$36,712.00	\$37,939.20	\$39,228.80	\$40,539.20	\$41,870.40	\$43,284.80	\$44,720.00		
	\$18.07	\$18.69	\$19.30	\$19.94	\$20.61	\$21.30	\$22.03	\$22.77	Masters	
	\$37,585.60	\$38,875.20	\$40,144.00	\$41,475.20	\$42,868.80	\$44,304.00	\$45,822.40	\$47,361.60		
	4% licensure upgrade for LSW, LISW, CCDC, LPC, and LMFT...									
136	# of ees under each contract									
112	# of caseworkers									
5	Average length of service for caseworkers									
40	Numbers of hours worked per week									
360,765	2008 census for county									
	Any ees receive pay for time not actually worked (i.e. paid lunch hour)						2 - 15 minute breaks per day			
	Describe basis for OT payments									
	overtime = 40 hours + worked time (in other words, leave cannot put you into OT status unless for an emergency/call-out)									

Franklin	Minimum		Mid-Point		Maximum		
40 hrs	CWC 1	\$14.99	\$31,179.20	\$19.51	\$40,580.80	\$24.02	\$49,961.60
	CWC 2	\$16.20	\$33,696.00	\$21.09	\$43,867.20	\$25.97	\$54,017.60
	CWC 3	\$18.25	\$37,960.00	\$23.74	\$49,379.20	\$29.22	\$60,777.60
	Contract Provisions		NBU			If shift begins on or at 12 noon thru 12 am or weekend days (Sat /Sun) = \$.45 for hrs worked	
	4%, 4%, 4%		3.50%				
	LSW - 2%		Range Adj				
	LISW/LPCC 4%		1.3%				
490	# of ees under each contract						
	# of caseworkers						
	Average length of service for caseworkers						
40	Numbers of hours worked per week						
1,129,067	2008 census for county						
	Any ees receive pay for time not actually worked (i.e. paid lunch hour)				lunch is scheduled as unpaid time		
	Describe basis for OT payments						
	1.5 times over 40 hrs						

Lake	Start	Max		Start	Max					
37.5 hrs*	\$16.83	\$19.05	Bachelors	\$17.58	\$19.80	Masters				
	\$32,818.50	\$37,147.50		\$34,281.00	\$38,610.00					
160	# of ees under each contract									
38	# of caseworkers									
2.5 yrs.	Average length of service for caseworkers									
37.5	Numbers of hours worked per week						Staff work 37.5 hours per week, but are paid for 40 hours.			
234,030	2008 census for county									
	Any ees receive pay for time not actually worked (i.e. paid lunch hour)				Lunch is one hour, half of which is paid.					
	Describe basis for OT payments									
	OT is calculated at 1.5 times hours paid. However, sick leave does not count as time worked for OT.									

As of 4/1/09	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Max					
Lorain	\$20.06	\$20.42	\$20.79	\$21.17	\$21.56	\$21.96	\$25.03					
37.5 hrs*	\$39,117.00	\$39,819.00	\$40,540.50	\$41,281.50	\$42,042.00	\$42,822.00	\$48,808.50					
120	# of ees under each contract											
75	# of caseworkers											
7.3	Average length of service for caseworkers											
37.5	Numbers of hours worked per week											
304,373	2008 census for county											
	Any ees receive pay for time not actually worked (i.e. paid lunch hour)						1 hr lunch with 1/2 hr with pay		\$2.50 per hour for on-call			
	<u>Describe basis for OT payments</u>											
	Overtime is calculated at straight time for the first 2.5 after 37.5 hrs hours then time and a half thereafter.											

Lucas	STEP P	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	currently in negotiations		
35 hrs*	\$18.91	\$19.48	\$20.06	\$20.66	\$21.28	\$21.92	\$22.58	\$23.26			
	\$34,416.20	\$35,453.60	\$36,509.20	\$37,601.20	\$38,729.60	\$39,894.40	\$41,095.60	\$42,333.20			
	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14				
	\$23.96	\$24.67	\$25.41	\$26.18	\$26.96	\$27.77	\$28.60				
	\$43,607.20	\$44,899.40	\$46,246.20	\$47,647.60	\$49,067.20	\$50,541.40	\$52,052.00				
294	# of ees under each contract			22 - AFSCME deemed certified			235 PGO deemed certified		6 nurses	16 residual	7 secretaries
199	# of caseworkers		CW3								
10 yrs	Average length of service for caseworkers										
35	Numbers of hours worked per week										
440,456	2008 census for county										
	Any ees receive pay for time not actually worked (i.e. paid lunch hour)							*1 hr unpaid lunch			
	<u>Describe basis for OT payments</u>										
	1.5 x after 40 hrs.										

		5 yrs	10 yrs	15 yrs	20 yrs						
2/06-2/09	Base	completed	completed	completed	completed	curently in negotiations					
Mahoning		\$0.25	\$0.40	\$0.55	\$0.70						
40 hrs*	\$13.94	\$14.19	\$14.59	\$15.14	\$15.84						
	\$29,000.00	\$29,515.20	\$30,347.20	\$31,491.20	\$32,947.20						
118	# of ees under each contract										
56	# of caseworkers										
	Average length of service for caseworkers										
40	Numbers of hours worked per week										
237,978	2008 census for county										
	Any ees receive pay for time not actually worked (i.e. paid lunch hour)						1 hour paid lunch to which workers are on call and on duty				
	<u>Describe basis for OT payments</u>										
	OT is paid for hours worked in excess of 40 hours per week. We use comp time in place of pay										

Montgomery	Low		Mid		Max				
40 hrs	\$21.48	\$44,678.40	\$24.32	\$50,585.60	\$25.87	\$53,809.60			
282	# of ees under each contract								
169	# of caseworkers								
9.5 yrs	Average length of service for caseworkers								
40	Numbers of hours worked per week								
534,626	2008 census for county								
	Any ees receive pay for time not actually worked (i.e. paid lunch hour)								
	Describe basis for OT payments								
	Overtime is calculated on hours worked over 40 in the week. Long term sick leave usage does not count toward the time and one half calculation (it is straight time)								
	We do allow comp time in lieu of overtime payments. Comp time is calculated the same way as overtime.								
	If the employee does not use the comp time it is paid out after 6 months on the books.								

Stark	Low	Max		Low	Max				
40 hrs *	\$17.06	\$18.33	Bachelors	\$18.06	\$19.33	Masters			
	\$35,484.80	\$38,064.00		\$37,564.80	\$40,206.40				
	Our SWs are unionized and also get longevity for YOS after 5 years								
	* They actually work a 6:40 day.								
378	# of ees under each contract								
92	# of caseworkers								
8 yrs	Average length of service for caseworkers								
40	Numbers of hours worked per week								
379,214	2008 census for county								
	Any ees receive pay for time not actually worked (i.e. paid lunch hour)								
	All employees are paid for 1 hour lunch & 2 - 10 minute breaks per day								
	Describe basis for OT payments								
	OT is calculated at time and a half for hours actually worked over 40 in a pay week.								

Summit	Start	BA + 3 yrs			
40 hrs*	\$16.50	\$19.46 to \$24.69	*1 hr paid lunch		
	\$34,328.00	\$40,449 to \$51,347.00			
	# of ees under each contract				
	# of caseworkers				
	Average length of service for caseworkers				
	Numbers of hours worked per week				
542,562	2008 census for county				
	Any ees receive pay for time not actually worked (i.e. paid lunch hour)				
	Describe basis for OT payments				
	1.5 x for hours worked beyond the first 5				

Trumbull	Start		Max			Longevity	
35 hrs	\$16.72	\$30,432.00	\$25.11	\$45,692.00		After 7 yrs	\$0.25
	# of ees under each contract					After 14 yrs	\$0.50
	# of caseworkers					After 20 yrs	\$0.75
	Average length of service for caseworkers					After 25 yrs	\$1.00
40	Numbers of hours worked per week						
211,317	2008 census for county						
	Any ees receive pay for time not actually worked (i.e. paid lunch hour)					1 hr paid lunch	
	<u>Describe basis for OT payments</u>						
	Straight time for first 4 hrs of OT after 40 hrs, and 1.5 x hrs beyond 45 hrs						

EXHIBIT "J"

DFS CASEWORKER BONUS ASSIGNMENTS

2006	# of Employees	# of Assignments
2006 Bonus Assignments	4	8
2006 Total Open Cases	64	1006
2007	# of Employees	# of Assignments
2007 Bonus Assignments	3	8
2007 Total Open Cases	64	862
2008	# of Employees	# of Assignments
2008 Bonus Assignments	4	11
2008 Total Open Cases	64	700
2009	# of Employees	# of Assignments
2009 Bonus Assignments*		1
2009 Total Open Cases*		

* As of 6/1/09

ASSESSMENT CASEWORKER BONUS ASSIGNMENTS

2006	# of Employees	# of Assignments
2006 Bonus Assignments	12	20
2006 Total Assignments	44	4964
2007	# of Employees	# of Assignments
2007 Bonus Assignments	12	24
2007 Total Assignments	44	4426
2008	# of Employees	# of Assignments
2008 Bonus Assignments	15	13
2008 Total Assignments	44	3928
2009	# of Employees	# of Assignments
2009 Bonus Assignments*	14	4
2009 Total Assignments*		

* As of 6/1/09

ASSESSMENT CASEWORKER BONUS ASSIGNMENTS

2006	# of Employees	# of Assignments
2006 Bonus Assignments	12	20
2006 Total Assignments	44	4964
2007	# of Employees	# of Assignments
2007 Bonus Assignments	12	24
2007 Total Assignments	44	4426
2008	# of Employees	# of Assignments
2008 Bonus Assignments	15	13
2008 Total Assignments	44	3928

DFS CASEWORKER BONUS ASSIGNMENTS

2006	# of Employees	# of Assignments
2006 Bonus Assignments	4	8
2006 Avg. Monthly Open Cases	64	1006
2007	# of Employees	# of Assignments
2007 Bonus Assignments	3	8
2007 Avg. Monthly Open Cases	64	862
2008	# of Employees	# of Assignments
2008 Bonus Assignments	4	11
2008 Avg. Monthly Open Cases	64	700

EXHIBIT "K"

EXHIBIT "L"

SICK LEAVE CASH OUT INCENTIVE RE-CAP FOR 2006-2008

2006 Sick leave cash out incentive (10/30/05 - 10/28/06):	
Total # of BU staff eligible for cash out (under current rules):	33
Total # of BU staff eligible under current rules but not with FMLA language change:	2
Dian Greenlese: Declined cash out [23.69 hrs/\$242.78]	
Deb Wedding: 16.95 hrs/\$226.45	
2007 Sick leave cash out incentive (10/29/06 - 10/27/07):	
Total # of BU staff eligible for cash out (under current rules):	32
Total # of BU staff eligible under current rules but not with FMLA language change:	2
Cindy Ball: Declined cash out [22.04 hrs/\$333.24]	
Dian Greenlese: Declined cash out [17.83 hrs/\$190.07]	
2008 Sick leave cash out incentive (10/28/07 - 10/25/08):	
Total # of BU staff eligible for cash out (under current rules):	28
Total # of BU staff eligible under current rules but not with FMLA language change:	2
Ruth McKenzie: 27.45 hrs/\$392.49	
Tunisia Thompson: 24.9 hrs/\$298.34	

SICK LEAVE CASH OUT INCENTIVE RE-CAP FOR 2006-2008

2006 Sick leave cash out incentive (10/30/05 - 10/28/06):		
Total # of staff eligible for cash out (under current rules):	78	(33 BU & 45 NBU)
Total # of staff eligible under current rules but not with FMLA language change:	5	
Dian Greenlese	BU	
Eric Horn	NBU	
Jane Mathias	NBU	
Deb Wedding	BU	
Kathy Wielinski	NBU	
2007 Sick leave cash out incentive (10/29/06 - 10/27/07):		
Total # of staff eligible for cash out (under current rules):	74	(32 BU & 42 NBU)
Total # of staff eligible under current rules but not with FMLA language change:	3	
Cindy Ball	BU	
Dian Greenlese	BU	
Lori Wilson	NBU	
2008 Sick leave cash out incentive (10/28/07 - 10/25/08):		
Total # of staff eligible for cash out (under current rules):	75	(28 BU & 47 NBU)
Total # of staff eligible under current rules but not with FMLA language change:	7	
Jane Mathias	NBU	
Ruth McKenzie	BU	
Gail Nyari-Lazzaro	NBU	
Ed Seybold	NBU	
Tunisia Thompson	BU	
Nicole Williams	NBU	
Dick Witter	NBU	

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