

STATE EMPLOYMENT RELATIONS BOARD
STATE OF OHIO

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November 16, 2010
December 16, 2010

In the Matter of Fact Finding Between:

LORAIN COUNTY DEPARTMENT]	
OF JOB AND FAMILY SERVICES,]	
The Employer]	
]	SERB CASE NO.
]	2010-MED-06-0821
]	
and]	
]	Raymond J. Navarre
]	Fact Finder
INTERNATIONAL UNION, UAW,]	navarre@buckeye-express.com
LOCAL #2192]	
The Employee Organization]	

FACT FINDING REPORT
And
RECOMMENDATION

Date of Issuance: January 14, 2011

Effective Upon Execution through September 15, 2013

Date of Hearings: November 16, 2010 and December 16, 2010

Representing the Employees:

Jim Waingrow, UAW
Joe Remaklus, UAW
Andria Thomas, UAW
Kelly Fields, UAW

Representing the Employer:

Sandy Conley, Clemans, Nelson & Associates, Inc.
Howard Heffelfinger, Clemans, Nelson & Associates, Inc.

Fact Finder:

Raymond J. Navarre

The hearing was held at the office of the Department of Job and Family Services (DJFS) in Lorain, Ohio. For the purpose of identification, the Department of Job and Family Services will be referred to as the Employer and the International Union, UAW, Local 2192 will be referred to as the Union.

BACKGROUND

The representatives asked that time be given to them to meet with their group to see if there were issues that could be resolved before the fact finding session started. The Fact Finder, Raymond Navarre, agreed and the groups met. The groups continued to meet and kept the Fact Finder advised of the situation. In late afternoon, the representatives met with the Fact Finder and informed him that there were issues yet to be resolved and the situation was discussed. It was proposed by the group that a date for another session be set in case all the issues could not be settled. The date set was December 16, 2010 at 10:00 am at the office of Lorain DJFS.

When the parties involved met on December 16th, the representatives of the Employer and the Union asked for time to meet with their group to determine what issues remained. The Fact Finder agreed.

Before noon the parties asked for a meeting with the Fact Finder. The persons involved were:

Jim Waingrow - Union
Joe Remaklus – Union
Andria Thomas – Union
Kelly Fields – Union
Howard Heffelfinger – Employer
Sandy Conley – Employer

It was explained that a Tentative Agreement had been voted on by the employees and had failed to be accepted. The group felt four issues were the main causes of the failure of the Tentative Agreement to be accepted by the members. These issues were:

Breaks – Section 32.6 – Issue One
Lunch – Section 32.2 - Issue Two
Wages – Section Article 33- Issue Three
Medical Insurance Article 34– Issue Four

The group felt that that these four issues had to be submitted for the report of the Fact Finder. The Fact Finder studied the Tentative Agreement and offers it, along with my recommendations on the four outstanding issues as the Fact Finding Report to be presented to the membership and the legislative body for a vote. Exhibit 1, attached to the report, is a copy of the Tentative Agreement presented to the Fact Finder.

The Fact Finder, in studying the Tentative Agreement and the outstanding issues, notes that the criteria to be used in a Fact Finding Report, in his opinion, were met. These criteria are as follows.

FACT FINDING CRITERIA

In determining the facts and making the recommendations contained in this document, the Fact-finder considered the applicable criteria as required by the Ohio Revised Code Section 4117.14 and the Ohio Administrative Code Section 4117-9-05. These criteria are:

- (1) Past collectively bargained agreements, if any between the parties;
- (2) Comparison of unresolved issues relative to the employees in the bargaining unit with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;
- (3) The interest and welfare of the public, and the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;
- (4) The lawful authority of the public employer;
- (5) Any stipulations of the parties; and,
- (6) Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of issues submitted to mutually agreed-upon dispute settlement procedures in the public service or in private employment.

ADDITIONAL CRITERIA

In addition to the criteria listed above, the Fact Finder will use comparables, position statements, background materials presented, as well as historical and chronological events that have implications in respect to the issues being considered. An additional factor that was taken into account is that a county Sales Tax was lost and the loss of those revenues greatly affected the operational funds of the county.

UNRESOLVED ISSUES

Please note that the changes to the present contract are in **italics**. The exception to this is the chart at the end of Section 33.2., listing the proposed pay grades, minimum rate, and

maximum rates. Also, the numbering of the various sections in some cases had to be changed to maintain a correct sequence of numbers.

Issues One and Two – Proposal for ARTICLE 32
WORK DAY/WORK WEEK

Section 32.1. The standard work week for all employees covered by the terms of this agreement shall be forty (40) hours. The standard work day shall be eight (8) hours. The normal work week shall be five (5) consecutive days, Monday through Friday, for a total of forty (40) hours per week.

Section 32.2 *Employees will be allowed a one-half (1/2) hour unpaid lunch break per day in addition to the required eight (8) hour work day.*

Section 32.3. The variable work schedule procedures in effect at the execution of this agreement shall remain in effect.

Section 32.4 When an employee has been required by the Employer to work in excess of his regular work schedule, the supervisor of said employee's unit may schedule the affected employee to adjust or "flex" the employee's work scheduled within the same work week.

Section 32.5. Bargaining unit employees shall receive, for all hours worked in excess of forty (40) hours in a work week, payment in cash at the rate of one and one-half (1 1/2) times his regular straight time hourly rate for all such excess hours of work. The Employer shall endeavor, insofar as may be reasonably practicable, to make equal distribution of overtime among employees in the work unit within departmental job classifications.

Section 32.6. Employees in the bargaining unit shall be granted one (1) *ten (10)* minute rest period with pay for each three (3) hours of work in the a.m. and in the p.m., which will be scheduled by the employee's supervisor, whenever practical to coincide with schedules and agency needs. Rest periods will be scheduled at a time and in a manner that does not interfere with the efficiency of the work unit. The rest period is intended to be a recess, preceded and followed by an extended work period, thus it may not be used to cover an employee's late arrival to work or early departure, nor may it be regarded as cumulative if not taken.

Section 32.7. Unless employees have made prior arrangements with their immediate supervisor, they are expected to *speak to or* leave a message on the *voicemail of the immediate supervisor or "cover" supervisor* within thirty (30) minutes of their starting time if they are unable to report for work. When calling to report off, the employee must provide a reason and specify the type of leave they are requesting. The Employer, or designated representative, reserves the right to return the employee's call later in the day.

Considering Section 32 as a whole, the Fact Finder supports the proposal. The proposal seems to clarify and define some elements as well as considering the effect on both the Employer and the Union.

Therefore, for these as well as other considerations, the Fact Finder recommends that the proposal as written above be **ARTICLE 32, WORK DAY/WORK WEEK** in the agreement.

Issue Three – Proposal for ARTICLE 33 WAGES

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

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

- Employment Services Interviewer
- Examiner 2
- Income Maintenance Worker 2
- Investigator 2
- Public Inquiries Assistant
- Social Service Worker 2

- 28 Employment Services Counselor
- Employment Services Representative
- Examiner 3
- Income Maintenance Worker 3
- Income Maintenance Worker 3-E
- Social Service Worker 3

- 29 Social Program Specialist

<u>Pay Grade</u>	<u>Minimum Rate</u>	<u>Maximum Rate</u>
2	10.95	13.22
3	11.45	13.84
4	12.06	14.57
4.5	12.34	14.93
5	12.63	15.27
25	13.00	15.70
26.5	14.02	16.96
27	14.69	17.74
28	15.57	18.82
29	16.27	19.65

Notwithstanding the above, either party may reopen negotiations for the sole purpose of negotiating wages by providing written notice to the other party between June 1 and June 15, 2011 as well as June 1 and June 15, 2012.

Section 33.3. Demotion. Whenever a transitional employee is returned to his former classification, he shall be returned to his former hourly rate of pay. Whenever an employee who is not serving in a transitional period is demoted, and the employee has been in the position a minimum of twelve (12) months, he shall be placed at an hourly rate of pay for the pay grade of the new job classification which corresponds to the relative rate of the former job classification.

Section 33.4. Promotion. Employees who are promoted shall receive an increase of three percent (3%) to their hourly rate of pay, less any supplements, or be placed at the minimum for the new pay grade to which the classification is assigned, whichever is greater. Such increase shall be effective on the date of promotion.

Section 33.5. Longevity. Employees with ten (10) or more years of seniority with the Lorain County Department of Job & Family Services shall receive a longevity supplement to be included each pay period. Such supplement shall become effective at the beginning of the pay period in which the employee's completed years of seniority increases.

<u>Completed Years Of Service</u>	<u>Supplement Amount (Per Hour)</u>
10 years	.15
11 years	.16
12 years	.17
13 years	.18
14 years	.19
15 years	.20
16 years	.21
17 years	.22
18 years	.23
19 years	.24
20 or more years	.25

The Fact Finder recommends that the proposal as written above be **ARTICLE 33, WAGES** in the agreement.

Issue Four – Proposal for ARTICLE 34 HEALTH CARE INSURANCE

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

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

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

Section 34.4. Effective upon execution, and for the duration of the agreement, the employee will be required to contribute, through payroll deduction, an amount not to exceed ten percent (10%) of the premium cost per month for family or single coverage.

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

As in the other proposals, this proposal takes into account the economic environment and situation of the department, the elements involved in the issue as well as the effect on both parties.

The Fact Finder recommends that the proposal as written above be **ARTICLE 34, HEALTH CARE INSURANCE** in the agreement.

Signed: Raymond J. Navarre, Fact Finder
Navarre@buckeye-express.com
Dated: January 14, 2011
SERB CASE No. 2010-MED-06- 0821

CERTIFICATE OF SERVICE

Copies of the foregoing Fact Finding Report and Recommendations ,SERB CASE No. 2010-MED-06-0821, were sent by electronic mail, January 14, 2011to:

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Signed: Raymond J. Navarre,
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