

IN THE MATTER OF FACT FINDING

BETWEEN

**THE LORAIN COUNTY BOARD OF COMMISSIONERS
GOLDEN ACRES NURSING HOME**

AND

IBT LOCAL #436

SERB CASE # 2012-MED-09-0927 (LPN)

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INTRODUCTION

The parties to this matter are Teamsters Local 436 (hereinafter "Union") and the Lorain County Board of Commissioners/Golden Acres Nursing Home (hereinafter "Employer" "Board" or "Home"). The Employer is located in northern Ohio. The bargaining unit is comprised of approximately fifteen (15) employees who hold the classification of Licensed Practical Nurse (LPN). The Employer and the Union held approximately eight (8) joint negotiations sessions, with both the LPN and Service bargaining unit. During those sessions the parties reached agreement on several issues, leaving approximately thirteen issues that remained unresolved and were submitted to fact finding.

General/State/Local Economic Overview: Cautious concern and widespread disquiet appears to be an apt characterization of the state of the current international, national and the local economies. Things appear to be improving, but the improvement is uneven and uncertain due to a variety of factors, both economic and political. An example of uncertainty that is both economic and political in nature is the condition commonly known as the "Sequester." It replaced the "fiscal cliff" that dominated the airwaves in December and early January, causing continued uncertainty. The Sequester has begun in a seemingly quiet way, but with no immediate hope of resolving what will become an increasing budgetary crisis in the not too distant future. Already signs of its effect are being announced that will have a substantial impact in northern Ohio (e.g. Cleveland Airshow being cancelled). The economy in Ohio continues to show signs of steady improvement from a very long and severe national recession that remains subject to the financial health of the United States and other countries, particularly those who are currently facing considerable debt in Europe. Uncertainty underlies the economy, as does gridlock in Washington D.C. Student debt, unemployment, and a lack of newly created jobs that pay a reasonable living wage are of continued concern. One only has to view opportunities available to recent high school and college graduates to find evidence that a "good" job with "good benefits" remains hard to find, unless you happen to be in one of the few areas of high demand. The housing market continues showing signs of recovery, the auto industry had record sales for March, yet twelve (12) million people remain unemployed. And of

course, the recovery, as expected, is uneven.

The parties through negotiations have agreed upon several issues that are either to be maintained as current language or have been modified in negotiations prior to fact finding. However, a number of issues remained unresolved, they are as follows:

- Issue 1 Article 28/27 Wages**
- Issue 2 Article 34/32, Sick Leave Incentive**
- Issue 3 Article 30/28, Medical Insurance**
- Issue 4 New Article, Low Census Policy**
- Issue 5 New Article, Paid Time off**
(Deletion of Article 16- Holidays, Article 17- Vacation, and
Article 18- Sick Leave/Incentive Leave/Bereavement Leave)

- Issue 6 Article 26/25 Hours of Work and Overtime**
- Issue 7 Article 32/30 Longevity**
- Issue 8 Side Agreement, Existing Sick, Vacation, Incentive Leave Balances**
- Issue 9 Side Agreement, Tardy/Absenteeism Policy**
- Issue 10 Side Agreement, Mandatory Shifts**
- Issue 11 Side Agreement, Insurance Premiums**
- Issue 12 Side Agreement, Wage Reopener**
- Issue 13 New Article, Bereavement Leave**

The vast majority of the above sought changes are being made by the Employer. According to the Home, these changes, while understandably substantial, are absolutely necessary in order for the Home to have a change to survive and compete as a viable entity. It must rely on its ability to raise revenue and attract and maintain residents that will allow reaching an operationally breakeven point. At present and not in dispute is the fact the Home is presently operating at a deficit of over \$400,000 annually and is supported by funds held in reserve that are being depleted. Several private sector employers are in the market for the same residents and have much lower labor costs and therein lies the problem for both parties.

These items were specifically addressed by the fact finder in this report and are based upon the evidence and arguments proffered by the Union and the Employer and are the basis for the

recommendations contained in this report that conform to the statutory criteria that all fact finders must follow.

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.

The recommendations contained in this report are listed in accordance with Articles that were open and the subject of mediation. For the sake of brevity the specific rationale proffered by the parties in support of their positions on each open issue can be found in Appendices A and B. However, in summary the parties' positions on the issues of wages and health care are as follows:

Summary of Union's Position (on all submitted issues for both bargaining units distinguished by article number with the LPN unit being listed first):

The Union's position statement is located in Appendix A, and in large part calls for the maintenance of most of the current language contained in the Agreement. However, in to this position are proposed increases in **Issue 1 Article 27/28 Wages:** the Union is proposes wage increases of 3% in 2013, 2.5% in 2014, and 2.25% in 2015. The Union argues that its proposal is consistent with what other bargaining units in the County have bargained for and received during this same approximate timeframe. **Issue 2 Article 32/34 Sick Leave Incentive:** The Union proposes to maintain this incentive provision, but is willing to modify the current language to only apply to straight time hours and extended over two bi-weekly pay periods, instead of the current one. It argues this is fair and reasonable "in light of the financial circumstances of the facility." **Issue 3 Article 28/30 Medical Insurance:** The Union proposes current language and the retention of the 90/10 employer/employee split towards medical insurance premium contributions. It argues this is consistent with all other county employees at the current time. **Issue 4 New Article (both bargaining units) Low Census Policy:** The Union rejections the addition of this provision in the Agreement, arguing that the Employer "continuously schedules agency employees because they do not have enough employees." **Issue 5 New Article (both bargaining units) Paid Time Off Article 16-Holidays, Article 17-Vacation Leave, Article 18-Sick Leave/Incentive/Bereavement Leave:** The Union flatly rejects the substitution of a Paid Time Off (PTO) system to replace the current benefits contained in

Articles 16, 17, and 18. It argues that "...it would not be fair to make a substantial change to the Employer's paid leave policy for employees already working at the facility...These are benefits the employees have negotiated over the years." **Issue 6 Article 25/26 Hours of Work:** The Union points out that mandatory overtime has not been handled properly in the past and therefore rejects the Employer's proposed changes that it contents would "...bring a hardship on the employees...that have remained in place for 25 years." **Issue 7 Article 30/32 Longevity:** The Union proposes current language. **Issue 8 Side Agreement, Existing Sick, Vacation, and Incentive Leave Balances:** This issue is directly related to the Employer's introduction of PTO days and is rejected by the Union because of its opposition to PTO days. **Issue 9 Side Agreement, Tardy/Absenteeism Policy:** The Union rejects this newly proposed Employer language, once again because it is related to the Employer's proposed conversion to PTO days. **Issue 10 Side Agreement, Mandatory Skills:** The Union proposes current language arguing that "Working a second shift is not easy, that is why double time was negotiated. **Issue 11 Side Agreement, Insurance Premiums:** The Union proposes current language. **Issue 12 Side Agreement, Wage Reopener:** The Union proposes current language. **Issue 13 New Article Bereavement Leave:** The Union proposes a new bereavement article that provides for three separate days of leave. The Union's position on the issues can be found in its Position Statement.

Summary of Employer's Position on all submitted issues (separated for each bargaining unit, but with combined rationale, arguments, and exhibit reference:

The Employer's position on the issues can be found in its Position Statement, and it is the Employer in this fact finding that is proposing significant changes to the Agreement, that in the main affect costs of operating the Home and in the Employer's opinion are necessary to be made now in order to maintain the Home's competitive viability. The Employer's specific proposed changes to the LPN UNIT Agreement on each issue are as follows:

LPN UNIT

**ISSUE 1
ARTICLE 27, ____
WAGES**

~~**Section 1.** Employees shall not receive a pay increase for 2010, 2011, or 2013. If the Lorain County Board of Commissioners approves an hourly rate increase or a lump sum payment to any other bargaining unit where the Lorain County Board of Commissioners is the appointing authority, such hourly rate increase or lump sum payment shall apply to those employees covered by this collective bargaining agreement.~~

For the duration of the agreement the following pay rates will be in effect:

<u>Job Title</u>	<u>Entry Hourly Rate</u>
LPN	\$17.00

Newly hired employees shall be hired at the entry rate. However, based on the employee's qualifications, the Employer at its discretion may place a newly hired employee up to the midpoint (i.e., 50% through the range) of the pay range for the employee's position, except

that a new hire may not be paid more than the average hourly rate paid to current employees with similar experience and qualifications in the same classification.

Section 2. *Wages for bargaining unit employees shall be established in accordance with the provisions of this article. Employees shall not receive a pay increase for 2013, 2014, or 2015.*

Section 3. *Should during the life of this agreement it become necessary for the Employer to increase starting rates, the Employer may increase starting rates of pay with prior notice to the Union.*

Section 3 4. Employees shall be entitled to shift differential as follows:

- A. Employees assigned to work the majority of hours between 2:00 p.m. and 10:30 p.m. shall be paid a shift differential of thirty-five cents (\$.35) per hour in addition to their regular hourly rate of pay.
- B. Employees assigned to work the majority of hours between 10:00 p.m. and 6:30 a.m. shall be paid a shift differential of thirty-five cents (\$.35) per hour in addition to their hourly rate of pay.

Section 5. *Should during the life of this agreement it become necessary for the Employer to increase starting rates, the Employer may increase starting rates of pay with prior notice to the Union.*

**ISSUE 2
ARTICLE 32
SICK LEAVE INCENTIVE**

~~**Section 1.** Any employee who has no instances of reporting to work after the established starting time for their position, or leaving work prior to the end of their shift, and who has not called off sick or for any other reason, in any pay period, shall receive an additional \$1.00 per hour for every hour worked during the pay period. Exceptions: pre-approved vacation, personal time, or approved bereavement per Article 8, Section 14.~~

ISSUE 3
ARTICLE 28
MEDICAL INSURANCE

Section 1. *The employee shall have the option to enroll in any health care plan that Lorain County offers to any of its employees.* ~~The Employer will continue to provide full time employees with basic surgical, hospitalization, and major medical coverage, as currently exists under the Lorain County Health Care Plan.~~ Said coverage shall become effective for newly hired full-time employees the 1st day of the month after three (3) months of continuous employment.

Section 2. The Employer may make available additional insurance coverage for dental, vision, and prescription drug coverage. The costs of such additional coverage shall be borne exclusively by the employee. ~~unless the amounts identified in Section 3 of this article allow for full or partial payment of such coverage.~~

Section 3. ~~Effective January 1, 2008, the Employer shall contribute ninety percent (90%) of the premium cost per employee, per month, to cover the cost of family or single health care insurance under the Lorain County joint self insured health care plan for full time employees. The remaining ten percent (10%) of the premium shall be paid by the employee through payroll deduction.~~

The Employer's contribution towards the total monthly premium for any of the health care plans offered by the Employer shall be capped at \$800.00/month for family coverage and \$400.00/month for single coverage. The employee shall pay for all costs for the health care plan chosen by the employee in excess of the Employer's cap.

The employee contribution shall not exceed the maximums permitted by the Patient Protection and Affordable Care Act (ACA). The parties recognize that employee affordability under the ACA will be measured based upon the bronze plan (i.e., lowest tier plan being offered) for a single plan and the employee's household income effective 2014. Any employee who believes his contribution exceeds 9.5% of his household income should submit a written request for review to the Home Administrator.

Section 4. Notwithstanding the above provisions, 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 above.

Section 5. If any provision of this article conflicts with the provisions of the ACA, including but not limited to the minimum essential value and affordability mandates, the Employer shall be allowed to unilaterally modify its health insurance offerings and employee contribution rates so as to comply with the ACA.

**ISSUE 4
NEW ARTICLE
LOW CENSUS**

Section 1. Whenever the Employer determines it is necessary to reduce staffing due to low census, the Employer shall determine the classifications and shifts to be affected and will reduce the number of employees working that shift and/or day.

Section 2. Low Census Days. The Employer will incorporate the following guidelines when making staffing reductions on low census days:

Step 1: ***The Employer will accept volunteers by, seniority, to relinquish their assigned shift hours for that particular day. Employees who volunteer to relinquish their shift hours may use PTO, if available, and otherwise the relinquished time will be unpaid.***

Step 2: ***If a sufficient number of employees do not volunteer, and additional involuntary reductions are necessary, the Employer will reduce staffing based on a seniority list for each shift within the affected classification(s), including part-time and full-time employees. The Employer shall maintain a “low census day” list for each classification and shift. The least senior employee with the lowest number of reductions (whether voluntary or involuntary) will be sent home, and so on, up the seniority list until the appropriate level of staffing is met within the shift/classification. Employees sent home on a low census day may use PTO, if available, and otherwise the time will be unpaid.***

ISSUE 5
NEW ARTICLE, PAID TIME OFF PROGRAM (PTO)
DELETE – ARTICLE 16, HOLIDAYS
DELETE ARTICLE 17, VACATION
DELETE ARTICLE 18, SICK LEAVE/INCENTIVE LEAVE/BEREAVEMENT LEAVE

Note: For simplicity and brevity the Employer has not included the text of Articles 16, 17, and 18, since the Employer is proposing that the articles be deleted in full.

NEW ARTICLE
PAID TIME OFF PROGRAM

Section 1. All bargaining unit employees shall be credited with or accumulate paid-time off (PTO) in accordance with the following schedule:

A. Employees hired before [the effective date of this agreement]

<i>Length Of Continuous Service With Golden Acres</i>	<i>Annual Leave Credit/ Accrual Rate</i>
<i>Hire date to eight (8) year anniversary date</i>	<i>Accrues .0846 hours of PTO for each straight time hour worked up to a maximum of one hundred seventy-six (176) hours.</i>
<i>Eight (8) year anniversary through fifteen (15) years of service</i>	<i>Accrues .1038 hours of PTO for each straight time hour worked up to a maximum of two hundred sixteen (216) hours.</i>
<i>Fifteen (15) year anniversary Through twenty-five (25) years</i>	<i>Accrues .1230 hours of PTO for each straight time hour worked up to a maximum of two hundred fifty-six (256) hours.</i>

<i>Twenty five (25) year anniversary or more</i>	<i>Accrues .1423 hours of PTO for each straight time hour worked up to a maximum of two hundred ninety-six (296) hours.</i>
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B. Employees hired after [the effective date of this agreement]

<i>Length Of Continuous Service With Golden Acres</i>	<i>Annual Leave Credit/ Accrual Rate</i>
<i>Hire date to ten (10) year anniversary date</i>	<i>Accrues .05 hours of PTO for each straight time hour worked up to a maximum of one hundred four (104) hours.</i>
<i>Ten (10) year anniversary or more</i>	<i>Accrues .0692 hours of PTO for each straight time hour worked up to a maximum of one hundred forty-four (144) hours.</i>

Section 2. PTO may be utilized for purposes of vacation, illness, or personal business. PTO shall be designated as scheduled leave or demand leave (aka "demand days").

A. Scheduled Leave:

- 1. Except as otherwise provided for below under "demand leave," requests for PTO must be submitted at least two (2) weeks in advance of the time being requested. Supervisors will attempt to notify employees of approval or denial of requests in no case later than five (5) calendar days after the request for scheduled leave. Notification of approval or denial will be written. An employee must have a balance in his leave bank sufficient to cover the entire amount of any requested leave seven (7) calendar days prior to the commencement of such leave.***
- 2. Scheduled leave is permitted in accordance with the workload requirements of the Employer. For this reason, the Employer may require scheduled leave requests to be made by March 1 of each year. The Employer shall process such scheduled leave requests in accordance with the employee's seniority and the workload requirements of the facility. Once properly approved, prescheduled employees cannot be displaced, nor can the scheduled leave be changed by either the Employer or the employee. The Employer, based upon operational***

needs, shall determine the number of employees who may be approved for scheduled leave at any one time. Requests will be considered on the basis of seniority, within the time frames in which they are submitted, up to the number of requests determined to be feasible at any one time

3. *Newly hired employees, after ninety (90) calendar days, may take one (1) scheduled leave day. Upon completion of their first six (6) months of employment, newly hired employees may take an additional two (2) scheduled leave days. After nine (9) months of employment, newly hired employees may use scheduled leave in accordance with this section.*

B. Demand Leave

1. *Full-time and part-time employees hired before [the effective date of this agreement] may utilize up to a maximum of six (6) demand days during a twelve (12) month rolling period, calculated from the first demand day used.*
2. *Full-time and part-time employees hired after [the effective date of this agreement] may utilize up to a maximum of four (4) demand days during a twelve (12) month rolling period, calculated from the first demand day used.*
3. *Any days off requested in instances where the notice required in Section 2(A) herein is not given shall be considered "demand days." Demand days are intended to be available for sudden illness, accident, or emergency. Employees should make every effort possible to notify the Employer at least two (2) hours in advance of the shift for which the employee is unable to report, unless bona fide emergency conditions prevent such notification. When a two (2) hour advance notice is not provided, the request for a demand day must include the reason for the leave. In such circumstances, the Employer retains the right to approve or deny a request for demand days, based upon operational needs and the circumstances necessitating the leave, and the Administrator shall make the final determination as to whether or not bona fide emergency conditions exist. The Administrator's decision shall not be grievable.*
4. *Demand days must be utilized in increments of one (1) day, unless otherwise permitted by the Employer. Any non-scheduled leave absence where the employee calls off with two (2) hours notice and does not have a demand day*

to cover the leave shall count as an unexcused absence in accordance with the Employer's tardiness/absenteeism policy.

Section 3. *An employee must complete a "Request for Leave" form at the time of the request and in no case later than the day an employee returns to work. Where circumstances dictate the need, the Employer may require the employee to complete the "Request for Leave" form prior to returning to work. The "Request for Leave" form must include, but is not limited to, the dates and hours for which the leave is being requested, the date of the request, the nature of the leave, and the employee's signature. Employees will not be paid for leave until they have provided the "Request for Leave" form and it has been approved by the Employer for payment. If the "Request for Leave" form is submitted after the payroll processing date, it will be paid with the next payroll check.*

Section 4. *Notwithstanding the other provisions herein, employees may not accumulate and carry more than two (2) times their maximum accrual of PTO.*

Section 5. *A full-time bargaining unit employee with five (5) or more years of service with the Employer shall, upon retirement or separation in good standing, be eligible to cash out his existing PTO bank.*

Section 6. *An employee may elect each year to have the Employer buy back a maximum of two hundred ninety-six (296) hours of PTO for the current year, provided the employee maintains a balance of forty-eight (48) hours of PTO after the conversion. A written request must be completed by the employee to do so and submitted to the Employer no later than December 15 of the year of the actual conversion. The employee shall specify in writing the number of PTO days to be converted. The rate of conversion will be one (1) day of pay at the employee's regular hourly rate for each two (2) days of PTO converted. The conversion will result in the employee having his PTO account reduced by the number of PTO days converted. The Employer will judge the employee's eligibility based on December 15 regardless of the date of the request. Converted hours will not count as "hours worked" in the week paid out for the purpose of calculating overtime, and the leave converted under this program is done on a last in, first out basis.*

The employee will receive the payout no later than January 31 of the next year. No employee shall be permitted to convert any more PTO than he would otherwise earn in a calendar year less any PTO earned and used in the calendar year.

Section 7. *It is the intent of the parties that the terms and conditions of this article specifically preempt and prevail over the statutory rights of bargaining unit employees as set forth in the provisions of Revised Code 124.38, 124.39, 325.19 and 9.44. Employees shall not be entitled to vacation service credit or prior service credit for tenure with the state or any other political subdivision of the state. Employees shall not be able to transfer any of their sick leave balance with the state or political subdivision of the state.*

**ISSUE 6
ARTICLE 25, ____
HOURS OF WORK AND OVERTIME**

Section 1. The standard work week for all full-time employees covered by the terms of this agreement shall be forty (40) hours and the standard work day shall be eight (8) hours exclusive of an unpaid thirty (30) minute meal period. The work week shall commence at 12:00 midnight on Saturday of each calendar week and end at 12:00 midnight the following Saturday. This provision shall not constitute a guarantee of hours of work per day or per week.

The work day shall include a thirty (30) minute unpaid lunch period for employees actually working six (6) or more hours on a particular day. [Moved from Section 2]

Section 2. Scheduling. *Within sixty (60) days after execution of the contract, the Employer shall provide a schedule to the employees by classification and shift for the balance of the year. Employees shall have ten (10) days to sign up for a shift within their classification for the balance of the year. The shift selected by the employee shall not change.*

Each November the Employer will offer a new schedule to the employees to start the beginning of the first full pay period the following year. The employees will repeat the shift selection process by seniority within their respective classification.

Any permanent vacancies within a shift will be filled at the Employer's discretion.

Bargaining unit employees shall normally be assigned to work shifts as follows:

<u>Shift</u>	<u>Hours</u>
Afternoons	2:00 p.m. to 10:30 p.m.

Nights 10:00 p.m. to 6:30 a.m.
Days 6:00 a.m. to 2:30 p.m.

~~The work day shall include thirty (30) minute unpaid lunch period for employees actually working six (6) or more hours on a particular day~~

However for efficient operation of the facility, the Employer may, at its discretion, establish alternative shifts and work schedules during the life of this agreement. Prior to implementation of any alternative shifts, the Employer will meet and discuss the matter with the Union.

Section 3. Employees who are required by the Employer to work more than forty (40) hours in any work week above shall be entitled to overtime compensation for such time over forty (40) hours at the rate of one and one-half (1 1/2) times their regular rate of pay.

Section 4. *The Employer, prior to scheduling full-time employees for overtime, shall first attempt to fill the scheduling needs by scheduling part-time employees or employees who in the current week have had hours reduced due to low census. Should it become necessary for the Employer to require full-time employees to work mandatory overtime, 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. The Employer shall establish a rotating overtime list which shall schedule the employee with the least number of overtime hours worked in the last year for any mandatory overtime. No employee shall be required to work more than one back-to-back shift in a work week. [Moved from Section 5]*

Section 5. Holidays. *Any work performed by a full-time employee on any one of the following holidays designated below shall receive an additional premium pay of half (1/2) time not to be counted against any overtime worked in the pay period in which the day actually occurs. The days are:*

A. For full and part-time employees hired before [the effective date of this agreement]

New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas.

B. For full and part-time employees hired after [the effective date of this agreement]

New Years Day, Independence Day, Thanksgiving, and Christmas.

When a holiday listed above falls on a day an employee is regularly scheduled to work and the employee is scheduled off by the Employer, the employee may request to utilize one (1) day of PTO as paid time. Requests for such paid time must be submitted at least two (2) weeks in advance of the end of the holiday.

~~Whenever it becomes necessary for the Employer to require an employee to work overtime, the opportunity to work said overtime will be scheduled on a seniority basis with part time employees. Should it become necessary, the Employer will schedule overtime for full time employees on a seniority basis after scheduling part time employees.~~

~~In the event that overtime become necessary on a non-scheduled basis, the Employer shall require the least senior employee from the off-going shift to stay for said overtime. No employee shall be required to work more than one back-to-back shift in a work week.~~

Section 6. Trading Shifts. With the Employer's approval, employees may trade shifts so long as the trade does not cause the Employer to incur overtime. Where employees trade shifts each employee shall be required to work that shift, unless the person is sent home in accordance with the low census policy. An employee who fails to show up to work a traded shift shall be charged with an unexcused absence in accordance with the Employer's attendance policy.

**ISSUE 7
ARTICLE 30, ___
LONGEVITY**

Section 1. All full-time regular employees and part-time employees hired on or before December 31, 1994, shall be eligible for longevity payment after five (5) years of continuous service with the Employer in accordance with the following formula:

Five (5) years of continuous service: \$60.00 for each year of service
Ten (10) years of continuous service: \$70.00 for each year of service

Section 2. All part-time regular employees hired on or after January 1, 1995, shall be eligible for longevity payment in accordance with the following schedule:

Five (5) years of continuous service: \$30.00 for each year of service
Ten (10) years of continuous service: \$35.00 for each year of service

Section 3. A full-time employee's longevity payment will be divided by 2080 hours to determine his hourly longevity rate. A part-time employee's longevity payment will be divided by the number of hours he normally works each week times 52 weeks, to determine his hourly longevity rate. The hourly longevity rate will then be treated like a supplement to the employee's hourly rate of pay and will be included in the calculation of the employee's gross biweekly earnings. Such supplement shall only increase pursuant to Sections 1 and 2 above and shall not increase when the employee receives an increase to his regular hourly rate of pay.

Section 4. The employee's length of service as of November 1st of each year shall be used in determining the amount of longevity he is entitled to receive.

Section 5. *Employees hired after [the effective date of this agreement], shall not be eligible for the provisions of this article.*

ISSUE 8

NEW

SIDE AGREEMENT – EXISTING SICK, VACATION, INCENTIVE LEAVE BALANCES

***SIDE AGREEMENT
BETWEEN THE
LORAIN COUNTY BOARD OF COMMISSIONERS
AND INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL #436***

In consideration of the parties' agreement to switch from sick/incentive/vacation leave to a paid-time off (PTO) system, the parties hereby agree as it relates to current employees the following:

At the time of ratification of the contract, each employee's accumulated but unused vacation leave and incentive leave will be transferred into the employee's individual PTO bank.

At the time of ratification of the contract, each employee shall have accumulated unused sick leave, up to a maximum of forty-eight (48) hours, transferred into the employee's individual PTO bank. Employees with less than forty-eight (48) hours of sick leave available shall have their entire sick leave bank transferred.

Those employees with any sick leave bank remaining after the transfer outlined above shall be able to at any time use their sick leave balance to cover any documented illness or injury that exceeds six (6) days. Any sick leave used shall reduce the employee's sick leave bank accordingly. In order to use sick leave, the Employer shall require an employee to furnish a standard written signed statement from a licensed medical practitioner explaining the nature of the illness to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal.

Any employee with five or more years of service shall, upon separation in good standing or retirement, be eligible to cash out all accumulated but unused sick leave at the employee's current rate of pay. An employee hired after August 1, 2007, with five (5) or more years of service, shall, upon separation in good standing or retirement, be eligible to cash out up to two hundred fifty (250) hours of sick leave balance at the employee's current rate of pay.

The persons with sick leave balances remaining at the time of transfer are listed in Appendix —.

**ISSUE 9
SIDE AGREEMENT – TARDY/ABSENTEEISM POLICY**

**SIDE AGREEMENT
BETWEEN THE
LORAIN COUNTY BOARD OF COMMISSIONERS
AND INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL #436**

The parties acknowledge under the parties' paid-time off (PTO) system that scheduled leave and demand days are provided to afford employees reasonable planned and emergency leave time. Absences, and particularly unscheduled absences, are disruptive, and often increase operating costs and/or the responsibilities of other employees.

For purposes of this agreement the following shall definitions apply:

Late – any situation where an employee reports to work more than one (1) but less than fifteen (15) minutes after his/her scheduled start time.

Tardy/Leaving Early – any situation where an employee reports to work fifteen (15) or more minutes after his scheduled start time or leaves prior to the end of his scheduled shift.

AWOL – any situation where an employee fails to report to work without providing notice two (2) hours prior to the shift.

Unexcused Absence

1. Any absence where the employee fails to call off without sufficient advance notice to use a demand day in accordance with the PTO policy; or
2. Any unpaid absence occurring due to the fact that the employee does not have any demand days available in accordance with the PTO policy, and where the employee has not requested or has not been approved for a leave of absence (e.g. FMLA, leave without pay, bereavement leave) or disability leave in accordance with those provisions.

For purposes of this section, each individual day of work missed shall constitute a separate unexcused absence. Whenever any unscheduled absence occurs for any absence where medical attention is required or received, the employee must submit medical documentation from a licensed practitioner stating the nature of the illness or injury, inclusive of a statement indicating that the employee is able to return to work and to perform the essential functions of his/her position.

All incidents of late, tardy, AWOL or unexcused absence accumulate points that shall remain in effect for a period of twelve (12) months from the date of the first occurrence and shall result in the loss of pay based on FLSA guidelines and the following points:

.5 Point	Four (4) times late under 5 minutes each
1 Point	Late more than 5 minutes
2 Points	Tardy/Leaving Early
3 Points	Unexcused Absence

5 Points AWOL

Discipline will be administered based on accumulated points per the following schedule:

5 Point	Instruction and Cautioning
7 Points	Written reprimand
9 Points	1 day suspension or 1 day suspension of record
11 Points	3 day suspension or 3 day suspension of record
13 Points	7 day suspension or 7 day suspension of record
15 Points	Termination

The Employer will put all disciplinary actions under this policy into effect within thirty (30) days of the occurrence. The discipline will be commensurate with the total points earned at the time the discipline is applied. The Employer maintains the right to schedule suspensions to fit into the operation of the facility. For overtime purposes, if an employee is on suspension he shall not be offered additional time.

Points accumulated under this policy shall fall off after twelve (12) months have passed since the employee accumulated the points.

ISSUE 10
SIDE AGREEMENT – MANDATORY SHIFTS

SIDE AGREEMENT
between the
Lorain County Board of Commissioners
and International Brotherhood of Teamsters Local #436

~~After discussion between the Employer and the Union, the Union agrees that the Employer can require — when necessary — employees in the bargaining unit to work voluntary/mandatory eight (8) hour “back-to-back” shifts. The Employer agrees to compensate those employees who work a complete eight (8) hour back-to-back shift at twice (double) the employee's normal rate of hourly pay for the second eight (8) hour shift. In order to receive the double hourly rate of pay, the employee must maintain eligibility for overtime in accordance with the following:~~

~~Full-time employees — must work a minimum of 40 regular hours per week. Regular hours do not include overtime, double time, paid holidays, vacation, sick, personal leave and/or unpaid leave whether or not compensation is paid. If one prescheduled personal or vacation day off has been approved, in advance, it will result in only one (1) back to back shift not being eligible for double time during the same week (Sunday through Saturday). The second, third or more back to back shifts worked during the same week will be eligible for double time if all other requirements are maintained. Two or more pre-scheduled personal or vacation days during the same week will negate eligibility for double time pay for any back-to-back shifts during that week.~~

~~Part-time employees — must work a minimum of 24 regular hours per week. Regular hours do not include overtime, double time, paid holidays, vacation, sick, personal leave and/or unpaid leave whether or not compensation is paid.~~

~~Employees will be compensated in accordance with the collective bargaining unit agreement and the Fair Labor Standards Act if the employee fails to achieve the required minimum number of regular hours. The Employer agrees to continue to follow the procedure contained in the collective bargaining unit agreement concerning assigned overtime.~~

ISSUE 11
SIDE AGREEMENT – INSURANCE PREMIUMS

SIDE AGREEMENT
INSURANCE PREMIUMS

~~The parties agree that if the Lorain County Board of Commissioners approves any decrease and/or waives any increase in the employee's share of the health insurance premium for any other bargaining unit for whom the Board of Commissioners is the appointing authority, such decrease and/or waived increase in insurance premium shall be applied to those employees covered by this Collective Bargaining Agreement.~~

ISSUE 12

SIDE AGREEMENT – WAGE REOPENER

**SIDE AGREEMENT
between the
Lorain County Board of Commissioners
and International Brotherhood of Teamsters Local #436**

~~If the Lorain County Board of Commissioners grant an across the board adjustment to non-bargaining unit employees of Golden Acres Home for 2008 or 2009 that is greater than the across the board adjustment received by bargaining unit employees in the same year, the Employer agrees to increase the amount received by bargaining unit employees so it is equal to the amount received by non-bargaining unit employees of Golden Acres Home. This side agreement will expire on December 31, 2009.~~

**ISSUE 13
NEW ARTICLE
BEREAVEMENT LEAVE**

The Employer rejects the Union's proposal on bereavement/funeral leave.

SERVICE UNIT

The Employer's specific proposed changes to the SERVICE UNIT Agreement mirror many of the changes being proposed for the LPN UNIT, however for the purposes of this report they are separately identified as follows:

**ISSUE 1
ARTICLE 28, ____
WAGES**

~~**Section 1.** Employees shall not receive a pay increase for 2010, 2011, or 2013. If the Lorain County Board of Commissioners approves an hourly rate increase or a Lump Sum payment to any other bargaining unit where the Lorain County Board of Commissioners is the appointing authority, such hourly rate increase or Lump Sum payment shall apply to those employees covered by this Collective Bargaining Agreement.~~

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

<u>Pay Grade</u>	<u>Classification</u>
A	No Classification Currently Assigned
B	Activities Aide Food Service Worker (Dietary Aide) Housekeeper Laundry Worker
C	Activities Aide/Nurses Aide
D	Nurses Aide
E	Cook
F	No Classification Currently Assigned
G	No Classification Currently Assigned
H	Medical Records Clerk
I	Maintenance Worker

Section 2. ~~Newly hired employees shall be compensated in accordance with the following schedule:~~

<u>Job Title</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
Nurse's Aide	9.64	9.64	9.64
Cook	9.75	9.75	9.75
Food Service Worker	8.43	8.43	8.43
Housekeeper	8.43	8.43	8.43
Maintenance Worker	12.62	12.62	12.62
Laundry Worker	8.43	8.43	8.43
Activities Aide	8.43	8.43	8.43
Activities Aide/Nurse's Aide	9.00	9.00	9.00
Medical Records Clerk	11.48	11.48	11.48

For the duration of the agreement the following entry hourly rates will be effective:

Effective January 1, 2013, through December 31, 2015

<u>Pay Grades</u>	<u>Entry Hourly Rate</u>
A	7.85
B	8.20
C	8.65
D	9.08
E	9.53
F	10.01
G	10.51
H	11.04
I	11.59

Newly hired employees shall generally be hired at the entry rate. However, based on the employee's qualifications, the Employer at its discretion may hire a new employee at a rate 10% above the entry hourly rate for the employee's position, except that a new hire may not be paid more than the average hourly rate paid to current employees with similar experience and qualifications in the same classification.

Section 3. *Wages for bargaining unit employees shall be established in accordance with the provisions of this article. Employees shall not receive a pay increase for 2013, 2014, or 2015.*

Section 4. Promotions and Reclassification. *Employees who are promoted during the term of the agreement shall receive an increase of three percent (3%) to their hourly rate of pay or be placed at the minimum hourly rate of pay grade to which the classification is assigned, whichever is greater. Such increase shall become effective on the date of promotion.*

Section 5. Demotion. *Employees who are voluntarily demoted to a classification assigned to a lower pay grade shall have their hourly rate decreased to an amount that is the same percentage difference from the minimum rate of the new pay grade as in the previous pay grade. Such decrease shall be effective on the date of demotion.*

Section 6. *Should during the life of this agreement it become necessary for the Employer to increase starting rates, the Employer may increase starting rates of pay with prior notice to the Union.*

Section 7 ~~3~~. Employees shall be entitled to shift differential as follows:

- A. Employees assigned to work the majority of hours between 2:00 p.m. to 10:30 p.m. shall be paid a shift differential of thirty-five cents (\$.35) per hour in addition to their regular hourly rate of pay.

- B. Employees assigned to work the majority of hours between 10:00 p.m. to 6:30 a.m. shall be paid a shift differential of thirty-five cents (\$.35) per hour in addition to their hourly rate of pay.

ISSUE 2
ARTICLE 34
SICK LEAVE INCENTIVE

~~**Section 1.** Any employee who has no instances of reporting to work after the established starting time for their position, or leaving work prior to the end of their shift, and who has not called off sick or for any other reason, in any pay period, shall receive an additional \$1.00 per hour for every hour worked during the pay period. Exceptions: pre approved vacation, personal time, or approved bereavement per Article 8, Section 14.~~

ISSUE 3

ARTICLE 28
MEDICAL INSURANCE

Section 1. *The employee shall have the option to enroll in any health care plan that Lorain County offers to any of its employees.* ~~The Employer will continue to provide full time employees with basic surgical, hospitalization, and major medical coverage, as currently exists under the Lorain County Health Care Plan.~~ Said coverage shall become effective for newly hired full-time employees the 1st day of the month after three (3) months of continuous employment.

Section 2. The Employer may make available additional insurance coverage for dental, vision, and prescription drug coverage. The costs of such additional coverage shall be borne exclusively by the employee. ~~unless the amounts identified in Section 3 of this article allow for full or partial payment of such coverage.~~

Section 3. ~~Effective January 1, 2008, the Employer shall contribute ninety percent (90%) of the premium cost per employee, per month, to cover the cost of family or single health care insurance under the Lorain County joint self insured health care plan for full time employees. The remaining ten percent (10%) of the premium shall be paid by the employee through payroll deduction.~~

The Employer's contribution towards the total monthly premium for any of the health care plans offered by the Employer shall be capped at \$800.00/month for family coverage and \$400.00/month for single coverage. The employee shall pay for all costs for the health care plan chosen by the employee in excess of the Employer's cap.

The employee contribution shall not exceed the maximums permitted by the Patient

Protection and Affordable Care Act (ACA). The parties recognize that employee affordability under the ACA will be measured based upon the bronze plan (i.e., lowest tier plan being offered) for a single plan and the employee's household income effective 2014. Any employee who believes his contribution exceeds 9.5% of his household income should submit a written request for review to the Home Administrator.

Section 4. Notwithstanding the above provisions, 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 above.

Section 5. *If any provision of this article conflicts with the provisions of the ACA, including but not limited to the minimum essential value and affordability mandates, the Employer shall be allowed to unilaterally modify its health insurance offerings and employee contribution rates so as to comply with the ACA.*

**ISSUE 4
NEW ARTICLE
LOW CENSUS**

Section 1. *Whenever the Employer determines it is necessary to reduce staffing due to low census, the Employer shall determine the classifications and shifts to be affected and will reduce the number of employees working that shift and/or day.*

Section 2. Low Census Days. *The Employer will incorporate the following guidelines when making staffing reductions on low census days:*

Step 1: *The Employer will accept volunteers by, seniority, to relinquish their assigned shift hours for that particular day. Employees who volunteer to relinquish their shift hours may use PTO, if available, and otherwise the relinquished time will be unpaid.*

Step 2: *If a sufficient number of employees do not volunteer, and additional involuntary reductions are necessary, the Employer will reduce staffing based on a seniority list for each shift within the affected classification(s), including part-time and full-time employees. The Employer shall maintain a "low census day" list for each classification and shift. The least senior employee with the lowest number of reductions (whether voluntary or involuntary) will be sent home, and so on, up the seniority list until the appropriate level of staffing is*

met within the shift/classification. Employees sent home on a low census day may use PTO, if available, and otherwise the time will be unpaid.

**ISSUE 5
NEW ARTICLE, PAID TIME OFF PROGRAM (PTO)
DELETE – ARTICLE 16, HOLIDAYS
DELETE ARTICLE 17, VACATION
DELETE ARTICLE 18, SICK LEAVE/INCENTIVE LEAVE/BEREAVEMENT LEAVE**

Note: For simplicity and brevity the Employer has not included the text of Articles 16, 17, and 18, since the Employer is proposing that the articles be deleted in full.

**NEW ARTICLE
PAID TIME OFF PROGRAM**

Section 1. *All bargaining unit employees shall be credited with or accumulate paid-time off (PTO) in accordance with the following schedule:*

A. *Employees hired before [the effective date of this agreement]*

<i>Length Of Continuous Service With Golden Acres</i>	<i>Annual Leave Credit/ Accrual Rate</i>
<i>Hire date to eight (8) year anniversary date</i>	<i>Accrues .0846 hours of PTO for each straight time hour worked up to a maximum of one hundred seventy-six (176) hours.</i>
<i>Eight (8) year anniversary through fifteen (15) years of service</i>	<i>Accrues .1038 hours of PTO for each straight time hour worked up to a maximum of two hundred sixteen (216) hours.</i>
<i>Fifteen (15) year anniversary Through twenty-five (25) years</i>	<i>Accrues .1230 hours of PTO for each straight time hour worked up to a maximum of two hundred fifty-six (256) hours.</i>
<i>Twenty five (25) year anniversary or more</i>	<i>Accrues .1423 hours of PTO for each straight time hour worked up to a maximum of two hundred ninety-six (296) hours.</i>

B. Employees hired after [the effective date of this agreement]

Length Of Continuous Service With Golden Acres	Annual Leave Credit/ Accrual Rate
Hire date to ten (10) year anniversary date	Accrues .05 hours of PTO for each straight time hour worked up to a maximum of one hundred four (104) hours.
Ten (10) year anniversary or more	Accrues .0692 hours of PTO for each straight time hour worked up to a maximum of one hundred forty-four (144) hours.

Section 2. PTO may be utilized for purposes of vacation, illness, or personal business. PTO shall be designated as scheduled leave or demand leave (aka "demand days").

A. Scheduled Leave:

- 1. Except as otherwise provided for below under "demand leave," requests for PTO must be submitted at least two (2) weeks in advance of the time being requested. Supervisors will attempt to notify employees of approval or denial of requests in no case later than five (5) calendar days after the request for scheduled leave. Notification of approval or denial will be written. An employee must have a balance in his leave bank sufficient to cover the entire amount of any requested leave seven (7) calendar days prior to the commencement of such leave.**
- 2. Scheduled leave is permitted in accordance with the workload requirements of the Employer. For this reason, the Employer may require scheduled leave requests to be made by March 1 of each year. The Employer shall process such scheduled leave requests in accordance with the employee's seniority and the workload requirements of the facility. Once properly approved, prescheduled employees cannot be displaced, nor can the scheduled leave be changed by either the Employer or the employee. The Employer, based upon operational needs, shall determine the number of employees who may be approved for scheduled leave at any one time. Requests will be considered on the basis of seniority, within the time frames in which they are submitted, up to the number of requests determined to be feasible at any one time**
- 3. Newly hired employees, after ninety (90) calendar days, may take one (1) scheduled leave day. Upon completion of their first six (6) months of employment, newly hired employees may take an additional two (2) scheduled leave days. After nine (9) months of employment, newly hired employees may use scheduled leave in accordance with this section.**

B. Demand Leave

1. *Full-time and part-time employees hired before [the effective date of this agreement] may utilize up to a maximum of six (6) demand days during a twelve (12) month rolling period, calculated from the first demand day used.*
2. *Full-time and part-time employees hired after [the effective date of this agreement] may utilize up to a maximum of four (4) demand days during a twelve (12) month rolling period, calculated from the first demand day used.*
3. *Any days off requested in instances where the notice required in Section 2(A) herein is not given shall be considered "demand days." Demand days are intended to be available for sudden illness, accident, or emergency. Employees should make every effort possible to notify the Employer at least two (2) hours in advance of the shift for which the employee is unable to report, unless bona fide emergency conditions prevent such notification. When a two (2) hour advance notice is not provided, the request for a demand day must include the reason for the leave. In such circumstances, the Employer retains the right to approve or deny a request for demand days, based upon operational needs and the circumstances necessitating the leave, and the Administrator shall make the final determination as to whether or not bona fide emergency conditions exist. The Administrator's decision shall not be grievable.*
4. *Demand days must be utilized in increments of one (1) day, unless otherwise permitted by the Employer. Any non-scheduled leave absence where the employee calls off with two (2) hours notice and does not have a demand day to cover the leave shall count as an unexcused absence in accordance with the Employer's tardiness/absenteeism policy.*

Section 3. *An employee must complete a "Request for Leave" form at the time of the request and in no case later than the day an employee returns to work. Where circumstances dictate the need, the Employer may require the employee to complete the "Request for Leave" form prior to returning to work. The "Request for Leave" form must include, but is not limited to, the dates and hours for which the leave is being requested, the date of the request, the nature of the leave, and the employee's signature. Employees will not be paid for leave until they have provided the "Request for Leave" form and it has been approved by the Employer for payment. If the "Request for Leave" form is submitted after the payroll processing date, it will be paid with the next payroll check.*

Section 4. *Notwithstanding the other provisions herein, employees may not accumulate and carry more than two (2) times their maximum accrual of PTO.*

Section 5. *A full-time bargaining unit employee with five (5) or more years of service with the Employer shall, upon retirement or separation in good standing, be eligible to cash out his existing PTO bank.*

Section 6. *An employee may elect each year to have the Employer buy back a maximum of two hundred ninety-six (296) hours of PTO for the current year, provided the employee maintains a balance of forty-eight (48) hours of PTO after the conversion. A written request must be completed by the employee to do so and submitted to the Employer no later than December 15 of the year of the actual conversion. The employee shall specify in writing the number of PTO days to be converted. The rate of conversion will be one (1) day of pay at the employee's regular hourly rate for each two (2) days of PTO converted. The conversion will result in the employee having his PTO account reduced by the number of PTO days converted. The Employer will judge the employee's eligibility based on December 15 regardless of the date of the request. Converted hours will not count as "hours worked" in the week paid out for the purpose of calculating overtime, and the leave converted under this program is done on a last in, first out basis.*

The employee will receive the payout no later than January 31 of the next year. No employee shall be permitted to convert any more PTO than he would otherwise earn in a calendar year less any PTO earned and used in the calendar year.

Section 7. *It is the intent of the parties that the terms and conditions of this article specifically preempt and prevail over the statutory rights of bargaining unit employees as set forth in the provisions of Revised Code 124.38, 124.39, 325.19 and 9.44. Employees shall not be entitled to vacation service credit or prior service credit for tenure with the state or any other political subdivision of the state. Employees shall not be able to transfer any of their sick leave balance with the state or political subdivision of the state.*

**ISSUE 6
ARTICLE 26, ___
HOURS OF WORK AND OVERTIME**

Section 1. *The standard work week for all full-time employees covered by the terms of this agreement shall be forty (40) hours and the standard work day shall be eight (8) hours exclusive of an unpaid thirty (30) minute meal period. The work week shall commence at 12:00 midnight on Saturday of each calendar week and end at 12:00 midnight the following Saturday. This provision shall not constitute a guarantee of hours of work per day or per week.*

The work day shall include a thirty (30) minute unpaid lunch period for employees actually working six (6) or more hours on a particular day. [Moved from Section 2]

Section 2. Scheduling. *Within sixty (60) days after execution of the contract, the Employer shall provide a schedule to the employees by classification and shift for the balance of the year. Employees shall have ten (10) days to sign up for a shift within their classification for the balance of the year. The shift selected by the employee shall not change.*

Each November the Employer will offer a new schedule to the employees to start the beginning of the first full pay period the following year. The employees will repeat the shift selection process by seniority within their respective classification.

Any permanent vacancies within a shift will be filled at the Employer's discretion.

Bargaining unit employees shall normally be assigned to work shifts as follows:

<u>Shift</u>	<u>Hours</u>
Afternoons	2:00 p.m. to 10:30 p.m.
Nights	10:00 p.m. to 6:30 a.m.
Days	6:00 a.m. to 2:30 p.m.

~~The work day shall include thirty (30) minute unpaid lunch period for employees actually working six (6) or more hours on a particular day~~

However for efficient operation of the facility, the Employer may, at its discretion, establish alternative shifts and work schedules during the life of this agreement. Prior to implementation of any alternative shifts, the Employer will meet and discuss the matter with the Union.

Section 3. Employees who are required by the Employer to work more than forty (40) hours in any work week above shall be entitled to overtime compensation for such time over forty (40) hours at the rate of one and one-half (1 1/2) times their regular rate of pay

Section 4. *The Employer, prior to scheduling full-time employees for overtime, shall first attempt to fill the scheduling needs by scheduling part-time employees or employees who in the current week have had hours reduced due to low census. Should it become necessary for the Employer to require full-time employees to work mandatory overtime, 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. The Employer shall establish a rotating overtime list which shall schedule the employee with the least number of overtime hours worked in the last year for any mandatory overtime. No employee shall be required to work more than one back-to-back shift in a work week. [Moved from Section 5]*

Section 5. Holidays. *Any work performed by a full-time employee on any one of the following holidays designated below shall receive an additional premium pay of half (1/2) time not to be counted against any overtime worked in the pay period in which the day actually occurs. The days are:*

A. *For full and part-time employees hired before [the effective date of this agreement]*

New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas.

B. *For full and part-time employees hired after [the effective date of this agreement]*

New Years Day, Independence Day, Thanksgiving, and Christmas.

When a holiday listed above falls on a day an employee is regularly scheduled to work and the employee is scheduled off by the Employer, the employee may request to utilize one (1) day of PTO as paid time. Requests for such paid time must be submitted at least two (2) weeks in advance of the end of the holiday.

~~Whenever it becomes necessary for the Employer to require an employee to work overtime, the opportunity to work said overtime will be scheduled on a seniority basis with part time employees. Should it become necessary, the Employer will schedule overtime for full time employees on a seniority basis after scheduling part time employees.~~

~~In the event that overtime become necessary on a non scheduled basis, the Employer shall require the least senior employee from the off going shift to stay for said overtime. No employee shall be required to work more than one back to back shift in a work week.~~

Section 6. Trading Shifts. With the Employer's approval, employees may trade shifts so long as the trade does not cause the Employer to incur overtime. Where employees trade shifts each employee shall be required to work that shift, unless the person is sent home in accordance with the low census policy. An employee who fails to show up to work a traded shift shall be charged with an unexcused absence in accordance with the Employer's attendance policy.

**ISSUE 7
ARTICLE 32, ____
LONGEVITY**

Section 1. All full-time regular employees and part-time employees hired on or before December 31, 1994, shall be eligible for longevity payment after five (5) years of continuous service with the Employer in accordance with the following formula:

Five (5) years of continuous service: \$60.00 for each year of service
Ten (10) years of continuous service: \$70.00 for each year of service

Section 2. All part-time regular employees hired on or after January 1, 1995, shall be eligible for longevity payment in accordance with the following schedule:

Five (5) years of continuous service: \$30.00 for each year of service
Ten (10) years of continuous service: \$35.00 for each year of service

Section 3. A full-time employee's longevity payment will be divided by 2080 hours to determine his hourly longevity rate. A part-time employee's longevity payment will be divided by the number of hours he normally works each week times 52 weeks, to determine his hourly longevity rate. The hourly longevity rate will then be treated like a supplement to the employee's hourly rate of pay and will be included in the calculation of the employee's gross biweekly earnings. Such supplement shall only increase pursuant to Sections 1 and 2 above and shall not increase when the employee receives an increase to his regular hourly rate of pay.

Section 4. The employee's length of service as of November 1st of each year shall be used in determining the amount of longevity he is entitled to receive.

Section 5. *Employees hired after [the effective date of this agreement], shall not be eligible for the provisions of this article.*

ISSUE 8

NEW

SIDE AGREEMENT – EXISTING SICK, VACATION, INCENTIVE LEAVE BALANCES

SIDE AGREEMENT

BETWEEN THE

LORAIN COUNTY BOARD OF COMMISSIONERS

AND INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL #436

In consideration of the parties' agreement to switch from sick/incentive/vacation leave to a paid-time off (PTO) system, the parties hereby agree as it relates to current employees the following:

At the time of ratification of the contract, each employee's accumulated but unused vacation leave and incentive leave will be transferred into the employee's individual PTO bank.

At the time of ratification of the contract, each employee shall have accumulated unused sick leave, up to a maximum of forty-eight (48) hours, transferred into the employee's individual PTO bank. Employees with less than forty-eight (48) hours of sick leave available shall have their entire sick leave bank transferred.

Those employees with any sick leave bank remaining after the transfer outlined above shall be able to at any time use their sick leave balance to cover any documented illness or injury that exceeds six (6) days. Any sick leave used shall reduce the employee's sick leave bank accordingly. In order to use sick leave, the Employer shall require an employee to furnish a standard written signed statement from a licensed medical practitioner explaining the nature of the illness to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal.

Any employee with five or more years of service shall, upon separation in good standing or retirement, be eligible to cash out all accumulated but unused sick leave at the employee's current rate of pay. An employee hired after August 1, 2007, with five (5) or more years of service, shall, upon separation in good standing or retirement, be eligible to cash out up to two hundred fifty (250) hours of sick leave balance at the employee's current rate of pay.

The persons with sick leave balances remaining at the time of transfer are listed in Appendix

—.

ISSUE 9
SIDE AGREEMENT – TARDY/ABSENTEEISM POLICY

SIDE AGREEMENT
BETWEEN THE
LORAIN COUNTY BOARD OF COMMISSIONERS
AND INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL #436

The parties acknowledge under the parties' paid-time off (PTO) system that scheduled leave and demand days are provided to afford employees reasonable planned and emergency leave time. Absences, and particularly unscheduled absences, are disruptive, and often increase operating costs and/or the responsibilities of other employees.

For purposes of this agreement the following shall definitions apply:

Late – any situation where an employee reports to work more than one (1) but less than fifteen (15) minutes after his/her scheduled start time.

Tardy/Leaving Early – any situation where an employee reports to work fifteen (15) or more minutes after his scheduled start time or leaves prior to the end of his scheduled shift.

AWOL – any situation where an employee fails to report to work without providing notice two (2) hours prior to the shift.

Unexcused Absence

1. Any absence where the employee fails to call off without sufficient advance notice to use a demand day in accordance with the PTO policy; or
2. Any unpaid absence occurring due to the fact that the employee does not have any demand days available in accordance with the PTO policy, and where the employee has not requested or has not been approved for a leave of absence (e.g. FMLA, leave without pay, bereavement leave) or disability leave in accordance with those provisions.

For purposes of this section, each individual day of work missed shall constitute a separate unexcused absence. Whenever any unscheduled absence occurs for any absence where medical attention is required or received, the employee must submit medical documentation from a licensed practitioner stating the nature of the illness or injury, inclusive of a statement indicating that the employee is able to return to work and to perform the essential functions of his/her position.

All incidents of late, tardy, AWOL or unexcused absence accumulate points that shall remain in effect for a period of twelve (12) months from the date of the first occurrence and shall result

in the loss of pay based on FLSA guidelines and the following points:

.5 Point	Four (4) times late under 5 minutes each
1 Point	Late more than 5 minutes
2 Points	Tardy/Leaving Early
3 Points	Unexcused Absence
5 Points	AWOL

Discipline will be administered based on accumulated points per the following schedule:

5 Point	Instruction and Cautioning
7 Points	Written reprimand
9 Points	1 day suspension or 1 day suspension of record
11 Points	3 day suspension or 3 day suspension of record
13 Points	7 day suspension or 7 day suspension of record
15 Points	Termination

The Employer will put all disciplinary actions under this policy into effect within thirty (30) days of the occurrence. The discipline will be commensurate with the total points earned at the time the discipline is applied. The Employer maintains the right to schedule suspensions to fit into the operation of the facility. For overtime purposes, if an employee is on suspension he shall not be offered additional time.

Points accumulated under this policy shall fall off after twelve (12) months have passed since the employee accumulated the points.

**ISSUE 10
SIDE AGREEMENT – MANDATORY SHIFTS**

**~~SIDE AGREEMENT
between the
Lorain County Board of Commissioners
and International Brotherhood of Teamsters Local #436~~**

~~After discussion between the Employer and the Union, the Union agrees that the Employer can require when necessary employees in the bargaining unit to work voluntary/mandatory eight (8) hour "back to back" shifts. The Employer agrees to compensate those employees who work a complete eight (8) hour back to back shift at twice (double) the employee's normal rate of hourly pay for the second eight (8) hour shift. In order to receive the double hourly rate of pay, the employee must maintain eligibility for overtime in accordance with the following:~~

~~Full time employees must work a minimum of 40 regular hours per week.
Regular hours do not include overtime, double time, paid holidays, vacation, sick,~~

~~personal leave and/or unpaid leave whether or not compensation is paid. If one prescheduled personal or vacation day off has been approved, in advance, it will result in only one (1) back-to-back shift not being eligible for double time during the same week (Sunday through Saturday). The second, third or more back-to-back shifts worked during the same week will be eligible for double time if all other requirements are maintained. Two or more pre-scheduled personal or vacation days during the same week will negate eligibility for double time pay for any back-to-back shifts during that week.~~

~~Part time employees must work a minimum of 24 regular hours per week. Regular hours do not include overtime, double time, paid holidays, vacation, sick, personal leave and/or unpaid leave whether or not compensation is paid.~~

~~Employees will be compensated in accordance with the collective bargaining unit agreement and the Fair Labor Standards Act if the employee fails to achieve the required minimum number of regular hours. The Employer agrees to continue to follow the procedure contained in the collective bargaining unit agreement concerning assigned overtime.~~

ISSUE 11

SIDE AGREEMENT – INSURANCE PREMIUMS

~~SIDE AGREEMENT~~ ~~INSURANCE PREMIUMS~~

~~The parties agree that if the Lorain County Board of Commissioners approves any decrease and/or waives any increase in the employee's share of the health insurance premium for any other bargaining unit for whom the Board of Commissioners is the appointing authority, such decrease and/or waived increase in insurance premium shall be applied to those employees covered by this Collective Bargaining Agreement.~~

ISSUE 12

SIDE AGREEMENT – WAGE REOPENER

~~SIDE AGREEMENT~~ ~~between the~~ ~~Lorain County Board of Commissioners~~ ~~and International Brotherhood of Teamsters Local #436~~

~~If the Lorain County Board of Commissioners grant an across the board adjustment to non-bargaining unit employees of Golden Acres Home for 2008 or 2009 that is greater than the across the board adjustment received by bargaining unit employees in the same year, the Employer agrees to increase the amount received by bargaining unit employees so it is equal to the amount received by non-bargaining unit employees of Golden Acres Home. This side agreement will expire on December 31, 2009.~~

ISSUE 13
NEW ARTICLE
BEREAVEMENT LEAVE

The Employer rejects the Union's proposal on bereavement/funeral leave.

The Employer's above listed positions are supported by extensive documentation and accompanying rationale. Due the extensive change and or elimination of language being proposed by the Employer it is necessary for the purpose of this report that it's arguments, rationale, and reference to submitted evidence on each Issue be addressed in a comprehensive and complete manner regarding both bargaining units (Service and LPN) below:

ISSUE 1 – WAGES ARTICLE 28/27

The Employer has proposed that bargaining unit members shall not receive any general wage increase during the length of the contract. The current wages paid to the bargaining unit members are fair. Ohio Labor Market Index data shows that members of the bargaining unit are compensated fairly when compared to their peers regionally and across the state. Where employees are already well compensated there should be no mandate that an employer provide raises, especially when the Employer is not in the position to afford raises, and has lost substantial sums of monies. Providing further wage increases would do nothing to stem the facility's financial troubles and would necessitate greater cuts/changes by the Employer in other areas such as paid leave and health insurance cost contribution. By the Employer's calculations, a wage increase as proposed by the Union would cost the Employer over \$200,000 during the span of a three (3) year contract. The Employer simply does not have money to pay for any wage increase without greater cuts and changes than those already proposed. Its rationale and supporting documentation are as follows:

1. Golden Acres relies solely on Medicare and Medicaid reimbursement and payments from its residents for services. Golden Acres does not have any levy support and has no other source of income available. It must be self sufficient and stay within its means.
2. In 2012, Golden Acres revenue was \$455,000 less than its expenditures. In 2011, Golden Acres lost over \$140,000. But for a three month wavier of health insurance costs by the County, Golden Acres would have lost over \$80,000 in 2010. (Exhibit C; Exhibit D; Exhibit E; Exhibit F; Exhibit G)
3. From 2008-2012, the facility's carryover reduced from \$2,419,132 to \$1,995,113. (Exhibit H) The facility's carryover has decreased by almost \$500,000.
4. Golden Acres health insurance costs have increased substantially from 2009 levels. In 2012 Golden Acres' share of health insurance costs topped \$727,000. (Exhibit I). Based on health insurance costs through the first quarter of 2013, Golden Acres health insurance costs will top \$740,000 for the year.
5. For the year 2011, the Plant and Moran 2011 Cost Report found that Golden Acres direct care costs were higher than that of the 18 other private nursing homes in Lorain County. (Exhibit J). Golden Acres direct care cost was \$129.10 per day per patient whereas the private nursing homes average \$111.39 per patient. Golden Acres spends almost four times as much on fringe benefits than its competitors. (Exhibit J)
6. In 2011, the facility paid more in payroll taxes and retirement benefits than did its competitors. (Exhibit J).
7. In 2011, Golden Acres expended more money to provide LPN and STNA coverage per resident than its competitors (Exhibit J).
8. As any business in financial difficulty should, Golden Acres must resist expending monies that it does not have and must find ways to reduce expenditures. Increasing wages will not cure Golden Acres' problems. The union's proposed 3% - 2.5% - 2.25% wage increase over three years will cost the facility approximately \$222,000 for both units. (Exhibit K)
9. These unit members are compensated equitably when compared to other employees

performing similar functions statewide according to Labor Market Information statistics from the Ohio DJFS. (Exhibit L; Exhibit M; Exhibit N)

10. The Employer is located in a labor surplus area and the unemployment rate is still more than 7.6% in Lorain County. (Exhibit O)

11. Golden Acres is unique unto itself with the Lorain County Government in that it is non supported by a levy or taxes and solely relies on revenue from the Federal Government and private users. It, therefore, cannot be compared to other County agencies when it comes to wage increases.

ISSUE 2 – ARTICLE 34/32 SICK LEAVE INCENTIVE BONUS

The Employer has proposed that this bi-weekly incentive payment be deleted from the contract.

Its rationale and supporting documentation are as follows

It is the Employer's position that this article is an extra benefit the Employer cannot afford. By the Employer's rough estimate this policy costs \$70,000 a year at a time where the Employer has lost six figures the past two years. Furthermore, it is the Employer's position that regular and predictable attendance is an essential function of the job and the employees receive a fair wage as shown by Ohio LMI information, even without any sick leave incentive payments. Therefore, under circumstances essentially equivalent to "fiscal emergency" the Employer's position is that it is reasonable to eliminate this costly provision from the contract.

ISSUE 3 – ARTICLE 30/28 HEALTH INSURANCE

The Employer proposes that its contribution toward health insurance costs will be capped at \$800.00/month for a family plan and \$400.00/month for single coverage. The Employee shall be able to select from any of the three plans offered by the County. Any cost in excess of the Employer's per month cap will be paid by the Employee. The Employer also proposes that it will be able to modify its insurance offerings or the contribution rates of the Employee so as to comply with the Affordable Care Act and avoid possible penalties. . Its rationale and supporting documentation are as follows:

1. The cost of insuring the eligible employees currently has risen to over \$727,000 in 2012. For the period of 2008-2009, insurance cost the facility approximately \$550,000 a year. In 2010, the facility received free health insurance from the county for the first three months of the year (as did all county agencies). This resulted in a cost of

approximately \$470,000 for insurance in 2010, without this “rebate” the facilities insurance cost in 2010 would have been approximately \$620,000. (Exhibit C)

2. Under the contract employees are only contributing 10% towards the cost of health insurance. (Exhibit D; Exhibit E)

3. Employees receive more expensive health insurance than their private counter-parts and are asked to pay less in premiums than private employees statewide and across the nation. According to the U.S. DOL, in March 2011 the average private industry employer paid 80% of the single coverage monthly premium and 69% of the family monthly premium. (Exhibit F). In contrast employees of Golden Acres currently pay a flat 10% contribution.

4. U.S DOL data shows that only 75% of employees in the private healthcare industry have access to health insurance, where 88% of employees in the public sector health care industry have access to insurance. Participation and take-up rate rates are also lower in the private healthcare industry than in the public, suggesting that public employees receive more favorable subsidized coverage. (Exhibit F)

5. According to the U.S. DOL, the average private employee paid \$104 a month for single coverage and \$404 for family coverage. Notably, the average cost of private employer single and family plans according to the DOL were substantially cheaper than the most expensive plan offered by Lorain County. In fact, according to the DOL’s nationwide data the average for single and family plan costs were similar to the cost for Lorain County’s medical only plan. (Exhibit F) The average private employer single plan cost \$446.00 and \$1,086 a month for single and family coverage respectively. (Exhibit F) This suggests that the higher tier health plans offered by Lorain County provide more coverage and benefits than the average plan offered to private employees.

6. The Employer should have the ability to make changes to the individual health insurance coverage’s and contribution rates so as to ensure compliance with the Affordable Care Act’s provisions. With the potential for new and revised regulation related to the ACA the employer must have the ability to unilaterally change its health care offerings to comply with federal law so as to avoid potential penalties the facility county cannot afford.

ISSUE 4 – LOW CENSUS POLICY

The Employer proposes the inclusion of a low census policy. The policy would work in tandem with a new Paid-Time Off (PTO) program which would replace the current holiday, vacation and sick leave articles in both CBA’s. Currently, the Employer does not have the ability to adjust staffing levels on a day-to-day basis. The Employer’s Low Census policy would allow the Employer to send individual employees home whenever the nursing home staffing exceeds

census. As the Employer's records show census levels fluctuate. In 2012, quarterly census levels ranged from a low of 60 in the first quarter up to 67 in the third quarter. Average yearly census has decreased since 2008 by approximately seven (7) residents. Because the Employer is funded solely through reimbursement rates, the facility's census is directly linked to revenue. Likewise, census is directly linked to appropriate staffing levels, i.e., lower census dictates less staff. The State of Ohio mandates 2.5 hours of direct contact by a combination of RN, LPN, and STNAs. On many days, at the facility's current levels of staffing the Employer has more direct care staff than required by the State of Ohio or the operational needs of the facility. The Employer has proposed the low census policy along with a PTO program to allow it to better schedule its employees and manage its staffing levels on a week-to-week and month-to-month basis. This policy will provide a surgical approach to staffing reduction, without such an approach the Employer is left with no recourse but to use non-surgical approaches, such as layoffs. Low Census policies are commonly used in the health care industry and that the Union has not proposed any solution to the facility's staffing issues other than to maintain the status quo. Through the first quarter of 2013 the amount of overtime and double time hours were on pace with 2012 figures. The Employer's scheduling and staffing on a daily basis must, therefore, change.

ISSUE 5 NEW ARTICLE – PAID TIME OFF PROGRAM (DELETE – ARTICLE 16, HOLIDAYS, DELETE – ARTICLE 17, VACATION, DELETE – ARTICLE 18, SICK/INCENTIVE/BEREAVMENT LEAVE

Employer proposes the implementation of a Paid-Time Off (PTO) policy to replace the facility's traditional holiday, vacation and sick leave policies. Currently after one (1) year service a new employee receives a minimum of ten (10) vacation days, nine (9) paid holidays, and seven (7) sick days. Employees may also accumulate up to six (6) additional incentive leave days. An employee with eight (8) year of service receives minimum of thirty-one (31) paid days off under the Employer's current policies. This figure increases to thirty-nine paid (39) days off for the most senior of employees. It is the Employer's position the employees in these two units receive more paid time when compared with their private counterparts. The Employer's proposal provides one form of leave, PTO, rather than three distinct forms of leave. Under the employer's proposal the employee will receive a minimum of twenty-two (22) PTO days, six (6) of which are "demand days" that can be used for any reason with proper notice. Newly hired employees will receive four (4) demand days. At higher service

lengths employees will receive additional PTO days. The maximum number of PTO days for those with more than twenty-five (25) of service will still allow for more than thirty-seven (37) days off a year, or almost eight (8) weeks. The Employer's proposal effectively seeks to reduce the amount of guaranteed paid leave to more appropriate levels which are consistent with the private nursing home industry. The Employer's proposal for demand days would reduce the number of days off that employees would be able to use with less than twenty-four (24) hours notice. This change would allow for more set scheduling and reduce overtime cost. As a part of this proposal the Employer also proposes to delete completely articles dealing with vacation, holiday, sick, and incentive leave from the two (2) agreements. Its rationale and supporting documentation are as follows:

1. U.S. Department of Labor statistics show in general that employees in the public sector have greater access to paid leave; particularly within the health care industry. The DOL data also shows that public sector employees receive more leave than their private sector counterparts who have access to paid leave. (Exhibit C)

2. DOL data shows that private employers spend far less than public employers on vacations, holidays and personal leave packages. In 2008, The average private employer spent \$1.80 per hour which accounted for 6.7% of total compensation; whereas the average public employer spent \$3.12 per hour which accounted for 8.2% of total compensation (Exhibit C). The DOL data shows that nationwide for all industries public employers receive on average 2-3 more paid vacation days than private employees. (Exhibit C)

3. The average private employee receives three (3) less paid sick days than his/her private counterpart. (Exhibit C).

4. Golden Acres employee's currently receive nine (9) paid holidays; whereas the average private sector employee has six (6) to eight (8) holidays. (Exhibit C)

5. The Employer also rejects any argument that change should not be made to leave policies because other bargaining units within Lorain County currently have the same amount of leave as Golden Acres. Golden Acres' wages and benefit packages are not comparable to other county employees at other county agencies and should only be compared to what is available to private sector employees in the nursing home and healthcare industry. Golden Acres must compete with private companies and to just break even it cannot afford to offer substantially greater leave benefits.

6. The Employer's PTO proposal provides a reasonable amount of leave to employees while allowing the Employer to stabilize its scheduling.

7. Employees will still receive six (6) days off where they can call off with only two (2) hours notice (or less with the Employer's approval). This will help avoid overtime costs.

Currently, the Employer puts out schedules every two (2) to four (4) weeks. The Employer has proposed changes to the Hours of Work article that will allow it to more effectively schedule employees. In order to allow the facility and its employees certainty regarding shift/schedules the Employer proposes to create set schedules. Upon execution of the agreement and for every subsequent year of the contract the Employer will post a schedule for all classifications and shifts. Employees will then sign up for shifts based on seniority. Each November the shifts/schedules will be re-bid for each classification. The Employer proposes prior to scheduling full-time employees for overtime, the Employer will first attempt to fill the scheduling needs by scheduling part-time employees or employees who in the current week have had hours reduced due to low census. Then the Employer proposes to create a rotation/equalization list for scheduling of mandatory overtime. The Employer proposes providing current employees an additional half-time pay supplement for hours worked on six (6) designated holidays. Newly hired employees will receive the half-time pay supplement on four (4) holidays. Employees may choose to use a PTO day to cover days they are scheduled off on the designated holidays. The Employer also proposes language allowing employees to trade shifts with the Employer's approval. Its rationale and supporting documentation are as follows:

1. The change to a set yearly schedule by shift and classification will allow the Employer and Employee more certainty with regard to scheduling. Employees will know their permanent shift and, thus, under the PTO policy are able to request scheduled leave earlier. This will allow the Employer to determine with more reasonable certainty its staffing needs.
2. The Employer's proposal works in tandem with the Low Census policy to provide employees who have been subject to low census reduction the first opportunity at available overtime.

ISSUE 7 ARTICLE 32/30 LONGEVITY

The Employer proposes eliminating the ability for employees hired after the effective date of this agreement to receive longevity payments. Its rationale and supporting documentation are as follows:

1. Employees currently in the unit are not affected by this change.
2. The Ohio LMI information shows that current employees are fairly compensated without taking into account those who receive longevity payments.
3. The elimination of longevity payments for new hires will save the facility monies in the long

run without costing current employees.

ISSUE 8 NEW SIDE AGREEMENT – EXISTING SICK LEAVE BALANCES

As a companion proposal to the Employer’s PTO system proposal, the Employer proposes a side agreement to deal with accumulated but unused leave. Under the side agreement all employees will have their accumulated but unused vacation and incentive leave transferred into the individuals PTO bank. This will ensure that all employees have PTO time when the contract takes effect. The Employer also proposes transferring up to 48 hours of sick leave into the PTO bank. For any employees with more than 48 hours of sick leave, their remaining balance will be maintained in a separate “long-term sick leave” bank. This bank can be accessed when the employee has a documented illness/injury exceeding six (6) days in length. Its rationale and supporting documentation are as follows:

1. Employees will not lose any accumulated leave time under this policy.
2. Employees currently in the unit will have the ability to fill up their PTO bank so that when the Employer switches to PTO they have time on the books to take off in accordance with the PTO policy.
3. Employees with higher levels of leave on the books will have a separate extended sick leave bank to access when they have major illnesses or issues.
4. Employees will still be able to cash out their extended sick leave bank upon retirement in accordance with policy or statute in effect at that time.

ISSUE 9 NEW SIDE AGREEMENT – TARDY/ABSENTEEISM POLICY

The Employer proposes deleting the current side agreement and adopting a similar Tardy/Absenteeism policy that fits with the Employer’s PTO proposal. Under the policy the definitions of Late and Tardy/leaving early will remain the same. The Employer proposes adjusting AWOL and Unexcused absence to conform with the PTO policy that an employee must generally provide two (2) hours notice to exercise demand days. The Employer proposes slight modification to the disciplinary system that would allow it to use suspensions of record as an alternative to suspensions without pay. Its rationale and supporting documentation are as follows:

1. The parties' current tardy/absenteeism policy is not tailored to fit a PTO program and a new policy is needed to conform to the Employer's proposal.
2. The Employer proposes only slightly modifying the point system and the levels of discipline. Under the employer's proposal, it will still take 15 points to reach termination. There will still be six (6) steps. However, employees will receive warnings and less severe discipline sooner. This will help the employee become aware they are getting close to the maximum amount of points earlier, thus, giving the employee an earlier opportunity to change their actions sooner.
3. The points accumulated for each instance of tardiness or absenteeism are the same as the prior side agreement. The levels of discipline under the policy are the same as the prior policy.

ISSUE 10 SIDE AGREEMENT – MANDATORY SHIFTS

The Employer proposes eliminating the side agreement regarding double time pay for mandatory "back-to-back" shifts. Currently when employees volunteer or are mandated to work back-to-back shifts they receive double pay. The Employer's proposal is that employees be paid their applicable rate of pay for hours worked and that CBA's current article on Hours of Work adequately addresses overtime pay and mandating. Its rationale and supporting documentation are as follows:

1. The Employer's financial position means that it must make large and small cuts to fiscal expenditures to ensure its bottom line.
2. Double time is not mandated by any state or federal law and the FLSA only requires employees to be paid when their hours worked exceed forty (40) in a work week.
3. It is imperative that the Employer not only reduce the amount of overtime, but the total cost of overtime hours worked and the elimination of double time will save the Employer money.

ISSUE 11 SIDE AGREEMENT – INSURANCE PREMIUMS

The Employer's proposal is to delete this side agreement from the contract. Its rationale and supporting documentation are as follows:

1. The cost of insuring the eligible employees currently has risen to over \$727,000 in 2012. For the period of 2008-2009, insurance cost the facility approximately \$550,000 a year. In 2010, the facility received free health insurance from the county for the first three months of the year (as did all county agencies). This resulted in a cost of approximately \$470,000 for insurance in 2010, without this “rebate” the facilities insurance cost in 2010 would have been approximately \$620,000.

2. The Employer’s proposal to move to a set Employer dollar contribution cap towards the monthly insurance premium is different than the language in other County contracts, which are structured as a flat 90/10 percentage split. Therefore, the current side agreement on insurance premiums is unworkable.

ISSUE 12 SIDE AGREEMENT – WAGE REOPENER

The Employer’s proposal is to delete this side agreement from the contract. Its rationale and supporting documentation are as follows:

1. Given the financial situation of the facility the Employer has proposed a three (3) year wage freeze.

2. The facility is not in the position to give out any raises during the three (3) year period proposed for this contract, therefore a wage reopener is not possible.

ISSUE 13 NEW ARTICLE – BEREAVEMENT LEAVE

The Employer rejects the Union’s proposal. Its rationale and supporting documentation are as follows:

1. The Employer’s PTO policy provides for sufficient leave.

FACT FINDER’S RECOMMENDATIONS

There can be no mincing of words in this matter, unless there is a major change in operations of the Home, it will not be able to survive. There is not a “drill” and there is no room to “kick the

can down the road” in this situation. It is clear that change is needed in terms of operational efficiency. The Employer provided reasonable and substantial evidence of the need for the Agreement to be modified in order to provide a chance for the Home to continue to operate. The Home must be able to compete with its private sector counterparts in Lorain County, which at this juncture is a very tall order, but not an impossible one if both parties can absolutely set aside the way things were. This is one situation where the denial of reality cannot be allowed to overshadow what is possible. The fact finder can appreciate cynicism that is at times pervasive regarding public decision making, and it is certainly not uncommon for an employer in fact finding to embellish the difficulty of its financial situation in order to gain the sympathy of a fact finder. Yet, in this matter there is no evidence of that being the case.

The data provided by neutral sources supports the fact that private sector competition has a considerable cost advantage. That is not to say the service provided by private sector providers is better than what the Home and the bargaining unit employees have provided. In fact, the Home may very well provide better service; however, if the cost/overhead of that service is not addressed now the Home cannot survive financially. Not only depriving the citizens of Lorain County of a viable public option for long term care, but dramatically disrupting the lives of those in the bargaining unit who have dedicated many years to this vital service.

The good news is that unlike private sector competitors, the Home does not have to make a profit, but it must absolutely reach a break-even point in terms of operating costs. Its revenue must cover its expenses and that can only be achieved by instituting new benefit structures that will require sacrifice on the part of the bargaining unit. However, what must not be forgotten in asking bargaining unit employees to accept change is the value of the work they perform. It is both difficult and often challenging to service to an aging population, a fact that receives far

little attention, except for those who have an appreciation for this work. And, unlike what has happened in most of the other eight-eighty counties in Ohio, it is apparent that the Employer, as evidenced by the testimony of James R. Cordes, values at this point in time, the preservation of a long term care public option to the citizens of Lorain County, while at the same time maintaining employment for those who are responsible for providing this quality service. Mr. Cordes, realizing he is proposing that bargaining unit employees accept change that directly calls for sacrifice, indicated that he is open to sharing gain if it is in the offing.

Even though this report calls for a substantial redesign of benefits for the purpose of providing a chance for the Home to not only survive, but to remain in the "black", it also addresses the need for bargaining unit employees to continue transition to the change while continuing to make a living wage. Therefore, while many of the Employer's proposed changes are addressed in the following recommendations, they are done so with an attempt to balance needed change in operation with the preservation of reasonable employee benefits and wages. This includes addressing a change in the timeframe for wage increases in the contract (i.e. a new starting and ending date), reasonable transition time to a new benefit design and the need for offset wage increases resulting from past wage freezes during the past three-plus years.

For the convenience of the parties, the recommendations on the Issues are in complete agreement form (with crossed out current language in order to aid comprehension, but excluding tentative agreements or the maintenance of current language, which are addressed in a general statement at the conclusion of this report.

RECOMMENDATIONS:

ISSUE 1

ARTICLE 27 WAGES

~~**Section 1.** Employees shall not receive a pay increase for 2010, 2011, or 2013. If the Lorain County Board of Commissioners approves an hourly rate increase or a lump sum payment to any other bargaining unit where the Lorain County Board of Commissioners is the appointing authority, such hourly rate increase or lump sum payment shall apply to those employees covered by this collective bargaining agreement.~~

For the duration of the agreement the following pay rates will be in effect:

<u>Job Title</u>	<u>Entry Hourly Rate</u>
LPN	\$17.00

Newly hired employees shall be hired at the entry rate. However, based on the employee's qualifications, the Employer at its discretion may place a newly hired employee up to the midpoint (i.e., 50% through the range) of the pay range for the employee's position, except that a new hire may not be paid more than the average hourly rate paid to current employees with similar experience and qualifications in the same classification.

Section 2. Wages for bargaining unit employees shall be established in accordance with the provisions of this article.

Section 3. Retroactive to the pay period that incorporates April 1 2013 all employees shall receive a three (3.0%) general wage increase.

Effective with the first full pay period that incorporates April, 1 2014, all employees shall receive a two and a half (2.5%) general wage increase.

Section 4. Wage/Gain Sharing, Medical Insurance, PTO Reopener

Providing that revenue for the Home exceeded or met expenses (broke even) for calendar year 2014, The Union may, as of February 1, 2015, request to reopen negotiations in three areas: wages (to be effective the first full pay period that incorporates April 2015), medical insurance, and Paid-Time Off. If revenue did not

meet or exceed expenses for 2014, wages shall be maintained at their 2014 levels and there will be no reopener negotiations for the remainder of the Agreement (through December 31, 2015).

Between the effective date of this agreement and January 2015, the Employer shall meet with the Bargaining Unit members and their representative each month and provide the Union with a monthly profit and loss statement for the previous month so that the Union may be informed as to the financial progress of the Employer.

Section 5 Should during the life of this agreement it become necessary for the Employer to increase starting rates, the Employer may increase starting rates of pay with prior notice to the Union.

Section 6 Employees shall be entitled to shift differential as follows:

- A. Employees assigned to work the majority of hours between 2:00 p.m. and 10:30 p.m. shall be paid a shift differential of thirty-five cents (\$.35) per hour in addition to their regular hourly rate of pay.
- B. Employees assigned to work the majority of hours between 10:00 p.m. and 6:30 a.m. shall be paid a shift differential of thirty-five cents (\$.35) per hour in addition to their hourly rate of pay.

ISSUE 2

ARTICLE 32 SICK LEAVE INCENTIVE

Section 1. Any employee who has no instances of reporting to work after the established starting time for their position, or leaving work prior to the end of their shift, and who has not called off sick or for any other reason, **over two (2) bi-weekly pay periods in any pay period**, shall receive an additional \$1.00 per hour for every **straight time** hour worked (**i.e. the incentive shall not be paid on overtime hours**) during the **two (2) bi-weekly** pay periods. ~~Exceptions: pre-approved vacation, personal time, or approved bereavement per Article 8, Section 14.~~ **Employees who have an active suspension (of record or unpaid) on their record that is specifically related to tardiness, absenteeism, or leaving work prior to the end of their shift shall not be eligible for this incentive during the time said suspension remains active in accordance with Article 8 of the Agreement.**

Section 2. Employees who are eligible to receive the sick leave incentive bonus as provided in Section 1 shall have the payment made in the first paycheck following the end of the four week cycle identified in Section 1.

ISSUE 3

ARTICLE 29 ~~28~~ MEDICAL INSURANCE

The current health care plan shall be maintained through June 30, 2013. Effective July 1, 2012 the following changes shall be implemented:

Section 1. *The employee shall have the option to enroll in any health care plan that Lorain County offers to any of its employees.* ~~The Employer will continue to provide full-time employees with basic surgical, hospitalization, and major medical coverage, as currently exists under the Lorain County Health Care Plan.~~ Said coverage shall become effective for newly hired full-time employees the 1st day of the month after three (3) months of continuous employment.

Section 2. The Employer may make available additional insurance coverage for dental, vision, and prescription drug coverage. The costs of such additional coverage shall be borne exclusively by the employee. ~~unless the amounts identified in Section 3 of this article allow for full or partial payment of such coverage.~~

Section 3. ~~Effective January 1, 2008, the Employer shall contribute ninety percent (90%) of the premium cost per employee, per month, to cover the cost of family or single health care insurance under the Lorain County joint self-insured health care plan for full-time employees. The remaining ten percent (10%) of the premium shall be paid by the employee through payroll deduction.~~

The Employer's contribution towards the total monthly premium for any of the health care plans offered by the Employer shall be capped at \$1,200.00/month for family coverage and \$480.00/month for single coverage. The employee shall pay for all costs for the health care plan chosen by the employee in excess of the Employer's cap.

The employee contribution shall not exceed the maximums permitted by the Patient Protection and Affordable Care Act (ACA). The parties recognize that employee affordability under the ACA will be measured based upon the bronze plan (i.e., lowest tier plan being offered) for a single plan and the employee's household income effective 2014. Any employee who believes his contribution exceeds 9.5% of his household income should submit a written request for review to the Home Administrator.

Section 4. Notwithstanding the above provisions, 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 above.

Section 5. If any provision of this article conflicts with the provisions of the ACA, including but not limited to the minimum essential value and affordability mandates, the Employer shall be allowed to unilaterally modify its health insurance offerings and employee contribution rates so as to comply with the ACA.

ISSUE 4

NEW ARTICLE LOW CENSUS

Section 1. Whenever the Employer determines it is necessary to reduce staffing due to low census, the Employer shall determine the classifications and shifts to be affected and will reduce the number of employees working that shift and/or day. If low census is necessary, agency personnel will be sent home prior to the reduction of any bargaining unit personnel. The Union shall also maintain the right to meet and confer with the Employer over the application of the low census in a labor/management meeting.

Section 2. Low Census Days. The Employer will incorporate the following guidelines when making staffing reductions on low census days:

Step 1: The Employer will accept volunteers by, seniority, to relinquish their assigned shift hours for that particular day. Employees who volunteer to relinquish their shift hours may use PTO, if available, and otherwise the relinquished time will be unpaid.

Step 2: If a sufficient number of employees do not volunteer, agency staff will be sent home, and then additional involuntary reductions are still necessary, the Employer will reduce staffing based on a seniority list for each shift within the affected classification(s), including part-time and full-time employees. The Employer shall maintain a "low census day" list for each classification and shift. The least senior employee with the lowest number of reductions (whether voluntary or involuntary) will be sent home, and so on, up the seniority list until the appropriate level of staffing is met within the shift/classification. Employees sent home on a low census day may use PTO, if available, and otherwise the time will be unpaid.

ISSUE 5

NEW ARTICLE, PAID TIME OFF PROGRAM (PTO)

Articles 16, 17, and 18, shall be maintained through December 31, 2013 and effective January 1, 2014 current benefits identified below shall be replaced with the following new provision:

**NEW ARTICLE
PAID TIME OFF PROGRAM**

Section 1. All bargaining unit employees shall be credited with or accumulate paid-time off (PTO) in accordance with the following schedule:

A. Employees hired before [the effective date of this agreement]

Length Of Continuous Service With Golden Acres	Annual Leave Credit/ Accrual Rate
Hire date to eight (8) year anniversary date	Accrues .0846 hours of PTO for each straight time hour worked up to a maximum of one hundred seventy-six (176) hours.
Eight (8) year anniversary through fifteen (15) years of service	Accrues .1038 hours of PTO for each straight time hour worked up to a maximum of two hundred sixteen (216) hours.
Fifteen (15) year anniversary Through twenty-five (25) years	Accrues .1230 hours of PTO for each straight time hour worked up to a maximum of two hundred fifty-six (256) hours.
Twenty five (25) year anniversary or more	Accrues .1423 hours of PTO for each straight time hour worked up to a maximum of two hundred ninety-six (296) hours.

B. Employees hired after [the effective date of this agreement]

Length Of Continuous Service With Golden Acres	Annual Leave Credit/ Accrual Rate
Hire date to ten (10) year anniversary date	Accrues .05 hours of PTO for each straight time hour worked up to a maximum of one hundred four (104) hours.
Ten (10) year anniversary or more	Accrues .0692 hours of PTO for each straight time hour worked up to a maximum of one hundred forty-four (144) hours.

Section 2. PTO may be utilized for purposes of vacation, illness, or personal business. PTO shall be designated as scheduled leave or demand leave (aka “demand days”).

A. Scheduled Leave:

1. Except as otherwise provided for below under “demand leave,” requests for PTO must be submitted at least two (2) weeks in advance of the time being requested. Supervisors will attempt to notify employees of approval or denial of requests in no case later than five (5) calendar days after the request for scheduled leave. Notification of approval or denial will be written. An employee must have a balance in his leave bank sufficient to cover the entire amount of any requested leave seven (7) calendar days prior to the commencement of such leave.
2. Scheduled leave is permitted in accordance with the workload requirements of the Employer. For this reason, the Employer may require scheduled leave requests to be made by March 1 of each year. The Employer shall process such scheduled leave requests in accordance with the employee's seniority and the workload requirements of the facility. Once properly approved, prescheduled employees cannot be displaced, nor can the scheduled leave be changed by either the Employer or the employee. The Employer, based upon operational needs, shall determine the number of employees who may be approved for scheduled leave at any one time. Requests will be considered on the basis of seniority, within the time frames in which they are submitted, up to the number of requests determined to be feasible at any one time

3. **Newly hired employees, after ninety (90) calendar days, may take one (1) scheduled leave day. Upon completion of their first six (6) months of employment, newly hired employees may take an additional two (2) scheduled leave days. After nine (9) months of employment, newly hired employees may use scheduled leave in accordance with this section.**

B. Demand Leave

1. **Full-time and part-time employees hired before [the effective date of this agreement] may utilize up to a maximum of seven (7) demand days during a twelve (12) month rolling period, calculated from the first demand day used.**
2. **Full-time and part-time employees hired after [the effective date of this agreement] may utilize up to a maximum of four (4) demand days during a twelve (12) month rolling period, calculated from the first demand day used.**
3. **Any days off requested in instances where the notice required in Section 2(A) herein is not given shall be considered "demand days." Demand days are intended to be available for sudden illness, accident, or emergency. Employees should make every effort possible to notify the Employer at least two (2) hours in advance of the shift for which the employee is unable to report, unless bona fide emergency conditions prevent such notification. When a two (2) hour advance notice is not provided, the request for a demand day must include the reason for the leave. In such circumstances, the Employer retains the right to approve or deny a request for demand days, based upon operational needs and the circumstances necessitating the leave, and the Administrator shall make the final determination as to whether or not bona fide emergency conditions exist. The Administrator's decision shall not be grievable.**
4. **Demand days must be utilized in increments of one (1) day, unless otherwise permitted by the Employer. Any non-scheduled leave absence where the employee calls off with two (2) hours notice and does not have a demand day to cover the leave shall count as an unexcused absence in accordance with the Employer's tardiness/absenteeism policy.**

Section 3. An employee must complete a "Request for Leave" form at the time of the request and in no case later than the day an employee returns to work. Where circumstances dictate the need, the Employer may require the employee to complete the "Request for Leave" form prior to returning to work. The "Request for Leave" form must include, but is not limited to, the dates and hours for which the leave is being requested, the date of the request, the nature of the leave, and the employee's signature. Employees will not be paid for leave until they have provided the "Request for Leave" form and it has been approved by the Employer for payment. If the "Request for Leave" form is submitted after the payroll processing date, it will be paid with the next payroll check.

Section 4. Notwithstanding the other provisions herein, employees may not accumulate and carry more than two (2) times their maximum accrual of PTO.

Section 5. A full-time bargaining unit employee with five (5) or more years of service with the Employer shall, upon retirement or separation in good standing, be eligible to cash out his existing PTO bank.

Section 6. An employee may elect each year to have the Employer buy back a maximum of two hundred ninety-six (296) hours of PTO for the current year, provided the employee maintains a balance of forty-eight (48) hours of PTO after the conversion. A written request must be completed by the employee to do so and submitted to the Employer no later than December 15 of the year of the actual conversion. The employee shall specify in writing the number of PTO days to be converted. The rate of conversion will be one (1) day of pay at the employee's regular hourly rate for each two (2) days of PTO converted. The conversion will result in the employee having his PTO account reduced by the number of PTO days converted. The Employer will judge the employee's eligibility based on December 15 regardless of the date of the request. Converted hours will not count as "hours worked" in the week paid out for the purpose of calculating overtime, and the leave converted under this program is done on a last in, first out basis.

The employee will receive the payout no later than January 31 of the next year. No employee shall be permitted to convert any more PTO than he would otherwise earn in a calendar year less any PTO earned and used in the calendar year.

Section 7. It is the intent of the parties that the terms and conditions of this article specifically preempt and prevail over the statutory rights of bargaining unit employees as set forth in the provisions of Revised Code 124.38, 124.39, 325.19 and 9.44. Employees shall not be entitled to vacation service credit or prior service

credit for tenure with the state or any other political subdivision of the state. Employees shall not be able to transfer any of their sick leave balance with the state or political subdivision of the state.

Section 8. In addition to PTO time, full-time employees shall be eligible for up to a maximum of three (3) days of bereavement leave with pay annually, upon submission of verification of the need to attend a funeral of a member of the immediate family (as defined by Lorain County policy for non-union personnel). Part-time employees shall be eligible for one (1) day of said leave.

ISSUE 6

ARTICLE 25, __ HOURS OF WORK AND OVERTIME

Section 1. The standard work week for all full-time employees covered by the terms of this agreement shall be forty (40) hours and the standard work day shall be eight (8) hours exclusive of an unpaid thirty (30) minute meal period. The work week shall commence at 12:00 midnight on Saturday of each calendar week and end at 12:00 midnight the following Saturday. This provision shall not constitute a guarantee of hours of work per day or per week.

The work day shall include a thirty (30) minute unpaid lunch period for employees actually working six (6) or more hours on a particular day. [Moved from Section 2]

Section 2. Scheduling. Within sixty (60) days after execution of the contract, the Employer shall provide a schedule to the employees by classification and shift for the balance of the year. Employees shall have ten (10) days to sign up for a shift within their classification for the balance of the year. The shift selected by the employee shall not change.

Each November the Employer will offer a new schedule to the employees to start the beginning of the first full pay period the following year. The employees will repeat the shift selection process by seniority within their respective classification.

Any permanent vacancies within a shift will be filled at the Employer's discretion.

Bargaining unit employees shall normally be assigned to work shifts as follows:

<u>Shift</u>	<u>Hours</u>
Afternoons	2:00 p.m. to 10:30 p.m.
Nights	10:00 p.m. to 6:30 a.m.
Days	6:00 a.m. to 2:30 p.m.

~~The work day shall include thirty (30) minute unpaid lunch period for employees actually working six (6) or more hours on a particular day~~

However for efficient operation of the facility, the Employer may, at its discretion, establish alternative shifts and work schedules during the life of this agreement. Prior to implementation of any alternative shifts, the Employer will meet and discuss the matter with the Union.

Section 3. Employees who are required by the Employer to work more than forty (40) hours in any work week above shall be entitled to overtime compensation for such time over forty (40) hours at the rate of one and one-half (1 1/2) times their regular rate of pay.

Section 4. The Employer, prior to scheduling full-time employees for overtime, shall first attempt to fill the scheduling needs by scheduling part-time employees or employees who in the current week have had hours reduced due to low census. Should it become necessary for the Employer to require full-time employees to work mandatory overtime, ~~The~~ 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. **The Employer shall establish a rotating overtime list which shall schedule the employee with the least number of overtime hours worked in the last year for any mandatory overtime. No employee shall be required to work more than one back-to-back shift in a work week. [Moved from Section 5]**

Section 5. Holidays. Any work performed by a full-time employee on any one of the following holidays designated below shall receive an additional premium pay of half (1/2) time not to be counted against any overtime worked in the pay period in which the day actually occurs. The days are:

C. For full and part-time employees hired before [the effective date of this agreement]

New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas.

D. For full and part-time employees hired after [the effective date of this agreement]

New Years Day, Independence Day, Thanksgiving, and Christmas.

When a holiday listed above falls on a day an employee is regularly scheduled to work and the employee is scheduled off by the Employer, the employee may request to utilize one (1) day of PTO as paid time. Requests for such paid time must be submitted at least two (2) weeks in advance of the end of the holiday.

~~Whenever it becomes necessary for the Employer to require an employee to work overtime, the opportunity to work said overtime will be scheduled on a seniority basis with part-time employees. Should it become necessary, the Employer will schedule overtime for~~

~~full-time employees on a seniority basis after scheduling part-time employees.~~

~~In the event that overtime become necessary on a non-scheduled basis, the Employer shall require the least senior employee from the off-going shift to stay for said overtime. No employee shall be required to work more than one back-to-back shift in a work week.~~

Section 6. Trading Shifts. With the Employer's approval, employees may trade shifts so long as the trade does not cause the Employer to incur overtime. Where employees trade shifts each employee shall be required to work that shift, unless the person is sent home in accordance with the low census policy. An employee who fails to show up to work a traded shift shall be charged with an unexcused absence in accordance with the Employer's attendance policy.

ISSUE 7

ARTICLE 30, ___ LONGEVITY

Section 1. All full-time regular employees and part-time employees hired on or before December 31, 1994, shall be eligible for longevity payment after five (5) years of continuous service with the Employer in accordance with the following formula:

Five (5) years of continuous service: \$60.00 for each year of service
Ten (10) years of continuous service: \$70.00 for each year of service

Section 2. All part-time regular employees hired on or after January 1, 1995, shall be eligible for longevity payment in accordance with the following schedule:

Five (5) years of continuous service: \$30.00 for each year of service
Ten (10) years of continuous service: \$35.00 for each year of service

Section 3. A full-time employee's longevity payment will be divided by 2080 hours to determine his hourly longevity rate. A part-time employee's longevity payment will be divided by the number of hours he normally works each week times 52 weeks, to determine his hourly longevity rate. The hourly longevity rate will then be treated like a supplement to the employee's hourly rate of pay and will be included in the calculation of the employee's gross biweekly earnings. Such supplement shall only increase pursuant to Sections 1 and 2 above and shall not increase when the employee receives an increase to his regular hourly rate of pay.

Section 4. The employee's length of service as of November 1st of each year shall be used in determining the amount of longevity he is entitled to receive.

Section 5. Employees hired after [the effective date of this agreement], shall not be eligible for the provisions of this article.

ISSUE 8

NEW **SIDE AGREEMENT - EXISTING SICK, VACATION, INCENTIVE LEAVE BALANCES**

SIDE AGREEMENT BETWEEN THE LORAIN COUNTY BOARD OF COMMISSIONERS AND INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL #436

In consideration of the parties' agreement to switch from sick/incentive/vacation leave to a paid-time off (PTO) system effective January 1, 2014, the parties hereby agree as it relates to current employees the following:

Effective January 1, 2014, each employee's accumulated but unused vacation leave and incentive leave will be transferred into the employee's individual PTO bank.

Effective January 1, 2014, each employee shall have accumulated unused sick leave, up to a maximum of forty-eight (48) hours, transferred into the employee's individual PTO bank. Employees with less than forty-eight (48) hours of sick leave available shall have their entire sick leave bank transferred.

Those employees with any sick leave bank remaining after the transfer outlined above shall be able to at any time use their sick leave balance to cover any documented illness or injury that exceeds six (6) days. Any sick leave used shall reduce the employee's sick leave bank accordingly. In order to use sick leave, the Employer shall require an employee to furnish a standard written signed statement from a licensed medical practitioner explaining the nature of the illness to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal.

Any employee with five or more years of service shall, upon separation in good standing or retirement, be eligible to cash out all accumulated but unused sick leave at the employee's current rate of pay. An employee hired after August 1, 2007, with five (5) or more years of service, shall, upon separation in good standing or retirement, be eligible to cash out up to two hundred fifty (250) hours of sick leave balance at the employee's current rate of pay.

The persons with sick leave balances remaining at the time of transfer are listed in Appendix __.

ISSUE 9

SIDE AGREEMENT – TARDY/ABSENTEEISM POLICY

**SIDE AGREEMENT
BETWEEN THE
LORAIN COUNTY BOARD OF COMMISSIONERS
AND INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL #436**

The parties acknowledge under the parties' paid-time off (PTO) system that scheduled leave and demand days are provided to afford employees reasonable planned and emergency leave time. Absences, and particularly unscheduled absences, are disruptive, and often increase operating costs and/or the responsibilities of other employees.

For purposes of this agreement the following shall definitions apply:

Late – any situation where an employee reports to work more than one (1) but less than fifteen (15) minutes after his/her scheduled start time.

Tardy/Leaving Early – any situation where an employee reports to work fifteen (15) or more minutes after his scheduled start time or leaves prior to the end of his scheduled shift.

AWOL – any situation where an employee fails to report to work without providing notice two (2) hours prior to the shift.

Unexcused Absence

1. Any absence where the employee fails to call off without sufficient advance notice to use a demand day in accordance with the PTO policy; or
2. Any unpaid absence occurring due to the fact that the employee does not have any demand days available in accordance with the PTO policy, and where the employee has not requested or has not been approved for a leave of absence (e.g. FMLA, leave without pay, bereavement leave) or disability leave in accordance with those provisions.

For purposes of this section, each individual day of work missed shall constitute a separate unexcused absence. Whenever any unscheduled absence occurs for any absence where medical attention is required or received, the employee must submit medical documentation from a licensed practitioner stating the nature of the illness or injury, inclusive of a statement indicating that the employee is able to return to work and to perform the essential functions of his/her position.

ISSUE 10

SIDE AGREEMENT – MANDATORY SHIFTS

SIDE AGREEMENT

between the

**Lorain County Board of Commissioners
and International Brotherhood of Teamsters Local #436**

The Union, the Union agrees that the Employer can require — when necessary — employees in the bargaining unit to work voluntary/mandatory eight (8) hour “back-to-back” shifts. The Employer agrees to compensate those employees who work a complete eight (8) hour back-to-back shift at twice (double) the employee's normal rate of hourly pay for the third eight (8) hour shift during a pay period. In order to receive the double hourly rate of pay, the employee must maintain eligibility for overtime in accordance with the following:

Full-time employees — must work a minimum of 40 regular hours per week. Regular hours do not include overtime, double time, paid holidays, vacation, sick, personal leave and/or unpaid leave whether or not compensation is paid. If one prescheduled personal or vacation day off has been approved, in advance, it will result in only one (1) back-to-back shift not being eligible for double time during the same week (Sunday through Saturday). **The third or more back-to-back shifts worked during the same pay period will be eligible for double time if all other requirements are maintained.** Two or more pre-scheduled personal or vacation days during the same week will negate eligibility for double time pay for any back-to-back shifts during that week.

Part-time employees — must work a minimum of 24 regular hours per week. Regular hours do not include overtime, double time, paid holidays, vacation, sick, personal leave and/or unpaid leave whether or not compensation is paid.

Employees will be compensated in accordance with the collective bargaining unit agreement and the Fair Labor Standards Act if the employee fails to achieve the required minimum number of regular hours. The Employer agrees to continue to follow the procedure contained in the collective bargaining unit agreement concerning assigned overtime.

ISSUE 11

SIDE AGREEMENT-INSURANCE PREMIUMS

Due to other recommendations contained in this report it is recommended that this provision should be deleted from the Agreement.

ISSUE 12

See Recommended Changes under Section 4. Wage/Gain Sharing, Medical Insurance, PTO Reopener

ISSUE 13

See Recommended Changes under Issue 5, new Section 8.

Article 31

DURATION OF AGREEMENT

In accordance with tentative agreements provided to the fact finder, the Agreement's duration runs from January 1, 2013 and shall remain in full force and effect until December 31, 2015.

TENTATIVE AGREEMENT

Any tentative agreements reached by the parties as well as any current language that is not changed or not addressed above shall be considered to be recommended in the successor Collective Bargaining Agreement.

The fact finder respectfully submits the above recommendations to the parties this _____ day of May 2013 in Portage County, Ohio.

Robert G. Stein, Fact finder