

**FACT-FINDING REPORT**  
**STATE OF OHIO**  
**STATE EMPLOYMENT RELATIONS BOARD**  
**JUNE 9, 2017**

IN THE MATTER OF:	)	
INTERNATIONAL UNION, UNITED	)	
AUTOMOBILE, AEROSPACE AND	)	
AGRICULTURAL IMPLEMENT	)	
WORKERS OF AMERICA, UAW	)	SERB CASE NUMBER
AND ITS LOCAL 2192	)	2016-MED-06-0650
(BARGAINING UNIT	)	
EMPLOYEES)	)	
	)	
-AND-	)	
	)	
THE LORAIN COUNTY BOARD OF	)	FACT-FINDER
COMMISSIONERS DEPARTMENT	)	RICHARD F. NOVAK
OF JOB AND FAMILY SERVICES	)	
(EMPLOYER)	)	

**APPEARANCES**

For the UAW Local 2192

Patrick Spayde  
International Representative  
Region 2-B, UAW

Kelly Fields  
Chair (LCDNFS)

Gina Jones  
(LCDNFS)

Andrea Thomas  
Co-Chair (LCDNFS)

For Lorain County

Sandy Conley  
Clemans – Nelson  
Employer Advocate

Michael D. Esposito  
Clemans – Nelson  
Vice President/Director

Kristin Whiteman  
(LCDNFS)  
Human Resources Administrator

**ADMINISTRATION**

By correspondence dated February 24, 2017 from the State Employment Relations Board, Columbus, Ohio, the undersigned was notified of his appointment to serve as Fact-Finder in compliance with Ohio Revised Code Section 4117.14(C)(3) to hear arguments and issue recommendations relative thereto, pursuant to Ohio Administrative Code Rule 4117-9-05(J) and (K), in an effort to facilitate resolution of those issues that remained at impasse between the Parties. The impasse resulted after seven negotiation sessions between the parties to resolve the terms related to a successor labor contract. The current labor contract expired on September 15, 2016.

The parties executed an extension for the fact-finding period and to extend the issuance of the fact-finding report to June 9, 2017. (Copy attached as Exhibit 1). During the course of the fact-finding proceedings, each party was afforded a full and adequate opportunity to present testimonial and/or comprehensive documentary evidence supportive of positions advanced. In accordance with 4117.14(C)(4)(F), the Fact-Finder attempted a mediation session, which was not successful. The Fact-Finder also requested additional information from the parties to clarify information exchanged at the hearing.

In all, extensive exhibits and information regarding the pattern bargaining history of Lorain County over the past several years and Health Care Survey Data and other Fact-Finder Reports were received in evidence and evaluated by this Fact-Finder. Data on the settlements (CBA) of nine other Bargaining Units within Lorain County was also submitted in evidence. Without question, a comprehensive record was developed.

The Bargaining Unit to which this hearing applies is the Lorain County Department of JOB and Family Services.

There are approximately 176 employees in the Bargaining Unit. The Bargaining Unit is described in Article 2. Recognition of the Collective Bargaining Agreement as follows:

**ARTICLE 2**  
**RECOGNITION**

**Section 2.1.** The Employer recognized the Union as the sole and exclusive representative for the purposes of establishing wages, hours, terms and conditions of employment for those employees of the Employer in the Bargaining Unit. Wherever used in this agreement, the term “Bargaining Unit” shall be deemed to include those individuals employed full-time or regular part-time in and holding one of the following classifications:

Account Clerk 1	Income Maintenance Worker 2
Account Clerk 2	Income Maintenance Worker 3
Account Clerk 3	Income Maintenance Worker 3-E
Accounting Machine Operator	Investigator 1
Accountant 1	Investigator 1-E
Clerical Specialist	Investigator 2
Clerk 1	Mail Clerk/Messenger
Clerk 2	Maintenance Repair Worker 1
Custodial Worker	Office Machine Operator
Data Entry Operator 1	Public Inquiries Assistant
Data Entry Operator 2	Social Program Specialist
Employment Services Counselor	Social Service Aide 1
Employment Services Interviewer	Social Service Aide 2
Employment Services Representative	Social Service Worker 1
Examiner 2	Social Service Worker 2
Examiner 3	Social Service Worker 3
Family Service Aide 1	Statistics Clerk
Family Service Aide 2	Technical Typist
Income Maintenance Aide 1	Typist 1
Income Maintenance Aide 2	Typist 2
Income Maintenance Aide 2-E	Telephone Operator 1

**TENTATIVE AGREEMENTS (T/A's)**

Tentative Agreements (T/A's) reached by the parties were also reviewed, taken into evidence; and by reference in this Section of this report are adopted and made a part of this Fact-Finders' report. The text of each tentative agreement is located in the three (3) ring binder of Exhibits provided by Ms. Conley at the hearing on May 9, 2017 and incorporated herein this report by reference.

Article 2	Recognition
Article 3	Union Representation
Article 4	Non-Discrimination
Article 7	Fair Share fee
Article 8	Grievance Procedure
Article 9	Disciplinary Procedures
Article 12	Probationary Period/Transitional Period
Article 17	Classification and Job Description
Article 19	Health and Safety
Article 25	Civil Service Examinations
Article 31	Disability Leave
Article 32	Work Day/Work Week
Article 33	Wages
Article 38	Vacation
Article 45	Bulletin Boards
Article 49	Duration of Agreement
Appendix A	List of Classifications (deletion)
	Letter of Understanding On Classification Titles (deletion)
	Letter of Understanding On Civil Service Examinations (deletion)
	Letter of Understanding Quality Specialist (deletion)
	Letter of Understanding Union Leave (deletion)
	Letter of Understanding One-Time Lump Sum Payment

In further clarification of the successor Collective Bargaining Agreement (CBA) between the parties, to the extent that the current CBA is not modified by these Fact-Findings or modified by the Tentative Agreements as incorporated herein, all provisions of the (2013-2016) CBA are successor in the new CBA and remain status quo. This includes all memoranda of understandings and side letters to the CBA, subject to housekeeping on dates that will correspond to the contract term.

**The Issue at Impasse**

**The Issues before the Fact-Finder**

The Employer has proposed several changes to “Article 34 Health Care Insurance” of the current CBA (this is attached as Exhibit 2). The only provision in dispute within this Article 34 is Section 34.6 which is referred as the “Spousal Carve Out/Spousal Surcharge” section of this Article 34.

The Employer argues that Section 34.6 is a clarification of its current contract rights and is “Pattern Language” in all Successor 2016-2017 Labor Agreements that have been negotiated within the county of Lorain during this contract cycle.

The Union objects to the provisions of Section 34.6 of Article 34 Health Care Insurance. This is due to its potential negative impact on Bargaining Unit employees, and the uncertainty of its terms and application across the full county.

**Factors and Statutory Criteria Considered By the Fact-Finder**

The Fact-Finder is required to consider the following statutory criteria in applying the facts to a determination of what resolutions are most appropriate to the issues at impasse.

Statutory Criteria that is set forth in Section 4117-9-05(K)(1) through (K)(6) are listed below:

- |                 |   |
|-----------------|---|
| 4117-9-05(K)(1) | Past collectively bargained agreements, if any, between the parties;  |
| 4117-9-05(K)(2) | Comparison of the unresolved issues relative to the employees in the Bargaining Unit with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved; |

- 4117-9-05(K)(3) The interests and welfare of the public, the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;
- 4117-9-05(K)(4) The lawful authority of the public employer;
- 4117-9-05(K)(5) Any stipulations of the parties;
- 4117-9-05(K)(6) Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of the issues submitted to mutually agreed-upon dispute settlement procedures in the public service or in private employment.

It is clear that the factor of “**Bargaining history**” is very determinative in this instance. The employer has submitted extensive exhibits on the last three collective bargaining cycles from 2009 through the current bargaining cycle (2016-2017).

Lorain County asserts that the bargaining history support the county’s insistence that a wage and benefit pattern exists in this current bargaining cycle and is applicable to this impasse issue.

However, everyone must understand that “**Parity and Pattern Bargaining**” is **both a “Sword and Shield”** to “each party” in the collectively bargained process. By these means, the asserting party, as the county in this case, **uses the sword** and says “pattern dictates that we must have x, y, z to the other settlement”. Conversely, the Union has an equal right to **use the “shield”** of parity and pattern and say “yes”, but you **cannot** single out our unit and apply your proposed Section 34.6 to just the Bargaining Unit employees of JFS. **This Fact-Finder believes the aforementioned to be a guiding principle in this case.**

**Evidence Submitted at the Fact-Finding Hearing**  
**And Research of the Fact-Finder and Employer Evidence**

1. The Competitiveness of the Lorain County Health Plan (Current Plan)

Lorain County Employee

a) Deductibles Annual	-	Maximum Out of Pocket Cost Annual
Single \$100.00		\$500.00
Family \$200.00		\$1,000.00

Nation Wide Affordable Care Act (ACA) 2017 Enrollment<sup>1</sup>

b) Deductibles Annual	-	% Increase Over 2016
Single \$4,449.00	-	2%
Family \$8,232.00		3%

State of Ohio Affordable Care Act (ACA) Average 2017 Enrollment<sup>1</sup>

c) Deductible Annual	-	% Increase Over 2016
Single \$5,129.00		2%
Family \$9,665.00		2%

2. Total Average Monthly Premiums

	<u>Employer Costs</u>		<u>Percentage Paid by Employee--</u>	
	<u>Single</u>	<u>Family</u>	<u>Single</u>	<u>Family</u>
Lorain County Plan	\$843.00	\$2,115.00	10%	10%
Ohio Public Employees (State Wide) <sup>4</sup>	\$579.00	\$1,528.00	12.3%-13.5%	13.2% - 14.1%
Ohio Counties Public Employees (Population of 150,000 <sup>4</sup> )	\$589.00	\$1,589.00	13.5% - 14.0%	13.0% - 13.6%
State of Ohio (ACA) 2017 <sup>1</sup>	\$366.00 <sup>3</sup>	\$919.00 <sup>3</sup>	100% <sup>2</sup>	100% <sup>2</sup>

<sup>1</sup>Source: eHealth May 2017 Health Insurance Price Index Report, 2017 Open Enrollment Data of 180 Insurance Companies Under the Affordable Care Act. eHealth.com, Sande Drew (916)207-7674.

<sup>2</sup>USA Tax Subsidy Can Result in Less than 100% Cost to Participant.

<sup>3</sup>Premiums have increased by 11% for single and 9% for family for 2017.

<sup>4</sup>State Employee Relations Board (SERB) the cost of health insurance in Ohio public sector – Lorain County Exhibit 6 and Exhibit 8.

3. The Trend In Changes In Spousal Coverage Where The Spouse Has Other Means Of Medical Coverage

Percent of Plans with Spousal Restrictions<sup>4</sup>

	<u>2016</u>	<u>2015</u>	<u>2014</u>	<u>% Change From 2014</u>
Ohio State Wide (Public Service)	42.3%	41.7%	34.9%	21.2% (Increase) (In Trend)

4. Collective Bargaining Settlements (CBS's) and Bargaining Unit employees covered by a new CBA in the 2016-2017 negotiations cycle.<sup>5</sup>

	# of CBA's Settled	Settlements # of Employee Covered	# of CBA's Open	Open # of Employers
	10	549	6	373
Percent Settled	62.5%	59.5%		

5. The average hourly rate before the successor (2016-2017) agreement county wide compared to Lorain County Department of Jobs and Family Services.<sup>5</sup>

JFS Bargaining Unit Average Hourly Rate \$16.15 p/hr	Lorain County 922 Bargaining Unit EE's \$18.70	Lorain County Range Low to High \$12.67 - \$34.79
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6. During the hearing and in its pre-hearing statement the employer representative stated: “The Board of Commissioners (BOC) has authorized a high benefit level self-funded plan and would like to be able to continue to do so.” Since 2015 all Bargaining Unit employees are covered under the county health insurance plan. The employer representative, at the request of the Fact-Finder, provided provisions from the successor labor agreement with the Lorain County Board of Developmental Disabilities and OAPSE/AFSCMA Local 711 effective July 1, 2016 through June 30, 2019. It is clear from the new language that the Board of Commissioners have the discretion with broad language to modify the health care plan which could include a spousal carve out/surcharge change.

<sup>4</sup>State Employee Relations Board (SERB) the cost of health insurance in Ohio public sector – Lorain County Exhibit 6 and Exhibit 8.

<sup>5</sup>Data requested by Fact-Finder and provided by Ms. Conley.

## B. Union Evidence Submitted at the Hearing

The Union cited information requests to Lorain County, around February 1, 2017, for which they were not provided adequate information to evaluate bargaining proposals. The Fact-Finder sought information from Lorain County and such is provided in this report regarding Bargaining Units headcounts, union settlements, and average hourly wage rates by all Units prior to this bargaining cycle.

The Union also cited an example of an economic disparate impact of a hypothetical example of a monthly spousal surcharge under Section 34.6. The Fact-Finder requested the actually average rates by Bargaining Units and such average county rate and range of low to high Bargaining Unit rates are set forth in Item 5 in “Employer Evidence” in this report. The Fact-Finder’s comments on the comparison of average hourly rate are found in the next section of this report.

Union representatives, Ms. Fields and Ms. Thomas strongly argued about the vagueness of the language in Section 34.6 because it is enabling language which may or may not be used by the county of Lorain to make changes in spousal coverage, it is unknown as to “Which Units” or “What Changes” in spousal coverage may or may not occur. These are legitimate concerns to any Union representative and its membership. Additionally, it would be inequitable for the county to make changes to spousal benefits applicable to a single Bargaining Unit and or to make changes on a different effective date. Without question the changes could be negative. However, in the Fact-Finder’s view such potential changes must be considered in the light of the very generous and top of the line benefits provided by the county’s health insurance plan.

## The Fact-Finder’s Conclusions Based Upon the Evidence at the Hearing

This Fact-Finder recognizes that escalation in health care costs; and the adequacy of health care coverage is one of the most important subjects facing

employers and employees in collective bargaining today. The delivery of health services by providers, insurance companies, and government regulations are changing frequently. To capitalize on this dynamic market to provide “High Benefit Levels”, “Contain Costs” and “Manage Risk “ through the advantage of “County Wide” health care plans and coverage requires uniformity and flexibility. Separate plans and coverage’s will only hurt the total group “as a whole” and ultimately raise costs for all covered lives.

This is why the “Pattern Approach” and Uniform Application of Plan Provisions are so essential to maximizing benefits and spreading the cost risk. The larger the group the greater opportunity to manage the costs. This is a fundamental insurance principle.

This Fact-Finder Compliments the Board of Commissioners on the high level of health benefits it provides and its desire to continue to do so.

The comparative data offered in the hearing and also sought by the Fact-Finder, as another point of comparison, without question, shows the value and competitiveness of the Lorain County health plan:

In summary:

- The single and family deductibles are top of the line and among the lowest for employees.
- The county’s health plan costs (employer cost) are the highest of any competitor group. This is directly related to the high level of benefits provided by the plan.
- The county employee co-pay of premiums (10% to 12%) are the lowest of the vast majority of plans compared to.
- The trend in change in spouse coverage where the spouse has other means of medical coverage show that four out of ten plans 40%, make coverage adjustments to control costs to benefit all Plan participants.

- The collective bargaining settlements negotiated within Lorain County during this 2016-2017 bargaining cycle show a clear “emerging pattern” in terms of both wages and language changes to “Article 34 Health Care Insurance”. Sixty-two and a half percent (62.5%) of the settled agreements provide the Board of Commissioner enabling language to modify spousal benefits if they so elect. This enabling language covers 59.5% of the county wide Bargaining Unit workforce.
- The Union in part basis their objections to the spousal coverage enabling language upon a wage rate disparity between JFS and other higher paid Bargaining Units within the county. The Fact-Finder requested an analysis of average wage rates by Bargaining Units within Lorain County. The evidence later showed the JFS average rate was \$16.15 p/hr or 86.2% of the county wide average rate; and the range of average rates of Bargaining Units ranged from a low of \$12.67 to the highest \$34.70. While any added cost to an employee can be material and negative, the JFS average rate is within 14% of the County wide average rates; and accordingly the impact of a spousal adjustment would be very similar to the impact on the average county employee.
- The Union has raised legitimate issues regarding the application and timing of any change in spousal benefit.

### **Summary Conclusions from the Evidence**

1. The Lorain County health care insurance benefits are top of the line benefits
2. The Bargaining Unit employee cost is among the lowest cost in the State of Ohio and nationally
3. There is a statewide trend in plan changes to deal with dual coverage applicable to a working spouse
4. There is “Emerging Pattern Enabling Language” for spousal adjustments from the 2016-2017 bargaining cycle in Lorain County.
5. A uniform county wide health care insurance plan is essential for cost control, management of risk and equity among Bargaining Unit employees.

6. This Fact-Finder agrees completely with the cited Fact-Finding Report 2014 MED-09-1283, 2014-MED-09-1284, 2014-MED-09-1285 by Robert G. Stein. Mr. Stein states: **“This is particularly important in today’s ever changing insurance environment and even more pronounced in small groups. The interest of the public is not served by creating a fragmented system of managing the issue of insurance in public employers by not elevating one group’s interest over the need to be subject to uniform insurance requirements as a whole”**
7. Uniformity of benefits and changes (positive or negative) is essential and currently exists.

### **Fact-Finder’s Findings**

A pattern by definition can only be a pattern if there is uniform and consistent application of the provisions asserted to be a pattern.

The need for pattern health care insurance language, Article 34 is fundamental to preserving and providing a county wide health insurance plan.

Since the spousal provision language Section 34.6 is merely enabling and non specific; and optional to effectuate by the county, it is reasonable and understandable that union leadership would not want to be the “only ones” bearing the brunt of change by this language, if it were not applied uniformly throughout the county.

Likewise the County in seeking this emerging pattern language should not be denied the option to control costs by Section 34.6 if there were a minority of Bargaining Units that refused to agree to the pattern economics and pattern benefit language (Article 34.) which has emerged year to date in this negotiations cycle. It is also significant that all previously negotiated CBA’s within the 2016-2017 cycle have accepted language consistent with the provisions of this proposed “Article 34 Health Care Insurance”.

Accordingly, to balance both the Union/Employees' and Employer/Board of Commissioners legitimate interests it is appropriate that a recognition of both parties interests be addressed in this Fact-Finding Report. This emerging pattern has the classic "Sword and Shield" argument. The employer uses the sword to insist upon Section 34.6; and the Union uses the shield to say "only if the language applies to all Bargaining Units the same". Both positions are legitimate when asserting the concept of "pattern bargaining".

The Fact-Finder gives great weight to the concept of "Pattern Settlements" and deference to the statutory guidelines of ORC 4117-9-05(J) through 4117-9-05(K)(6) cited on pgs. 5 & 6 herein.

It is from the above conclusions of evidentiary facts and the "Sword and Shield" of the pattern concept which drive the finding in this report. The findings represents a balancing of both parties legitimate interests that have been artfully argued by the Employer and Union.

Accordingly the Fact-Finder finds that the revised Article 34 is the pattern which is emerging in the 2016-2017 collective bargaining cycle and as such Exhibit 2 attached, with **edits noted below (in red type)**, is made a part of the parties successor Collective Bargaining Agreement.

A pattern is not a pattern nor is a uniform health care plan a pattern or uniform if not applied uniformly and consistently.

To balance the Union's legitimate concerns the following edits, are made a part of Section 34.6 and a part of this successor Collective Bargaining Agreement (CBA). These changes to Article 34 made by this Fact-Finder address the Union's concerns by: (1) modification of the effective date of the Section 34.6 which is moved from January 1, 2017 to January 1, 2018 if changes were to be made, and; (2) to condition that the

action(s) permitted by Section 34.6 can only be implemented if such changes are applied uniformly and consistently to at least a minimum of seventy percent (70%) of all Bargaining Unit employee within the County, as measured at the date of implementation.

These changes noted in red are set forth in the revised text of Section 34.6 below and made a part of Exhibit 2, and the new CBA.

The effective date of the successor Collective Bargaining Agreement (CBA) is retroactive to September 16, 2016.

Section 34.6. In the event that the Board of Commissioners determines that a spousal carve out/spousal surcharge is appropriate, such term/condition shall not be effective until on or after **January 1, 2018**, and may include the following:

At the discretion of the Board of Commissioners **provided the action(s) permitted herein are implemented uniformly and consistently to a minimum of seventy percent (70%) of all Bargaining Unit employees within Lorain County**, spousal coverage may be made available only upon proof that the employee's spouse does not have other medical insurance coverage available to him/her through the spouse's employer. In lieu of imposing a spousal carve out, the Board of Commissioners may establish a spousal surcharge (rate applied in addition to the base contribution share for family coverage) that would allow for a spouse who would otherwise be ineligible for coverage based on having access to insurance through the spouse's Employer to remain on the plan by paying the separate spousal surcharge, in addition to the base contribution share as set forth above. The spousal surcharge is not subject to the premium cost sharing provisions of this article and is paid entirely by the participating employee.

**End of Changes to the Successor Collective Bargaining Agreement (CBA)**

**Concluding Remarks**

The Fact-Finder retains jurisdiction over any issue in this report which provides changes to the successor labor agreement, if the parties are unable to agree upon the application of such changes(s).

Respectfully Submitted,

ss//: Richard F. Novak  
Fact-Finder  
[rfnovak.metalstrategies@yahoo.com](mailto:rfnovak.metalstrategies@yahoo.com)  
216-440-0684

Dated: June 9, 2017  
Geauga County, Chagrin Falls, Ohio

**CERTIFICATE OF SERVICE**

I hereby certify that on June 9, 2017 a copy of the foregoing Fact-Finder Report and Exhibits for Case No. 2016-MED-06-0650 was electronically transmitted to Patrick Spayde, International Representative U.A.W. [pspayde@uaw.com](mailto:pspayde@uaw.com) and to Sandy Conley, [sconley@clmansnelson.com](mailto:sconley@clmansnelson.com) and [barbara.tamas@jfs.ohio.gov](mailto:barbara.tamas@jfs.ohio.gov) and SERB, [MED@serb.state.oh.us](mailto:MED@serb.state.oh.us).

ss//: Richard F. Novak  
Fact-Finder

*Exhibit 1*

STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD

In the matter of:	:	Case No.: 2016-MED-06-0650
	:	
LORAIN COUNTY DEPARTMENT	:	
of JOB and FAMILY SERVICES,	:	
	:	
Employer,	:	
	:	To: Administrator
and	:	Bureau of Mediation
	:	
INTERNATIONAL UNION, UNITED	:	
AUTOMOBILE, AEROSPACE, AND	:	
AGRICULTURAL WORKERS	:	
LOCAL 2192,	:	Richard F. Novak, Fact
	:	Finder
Employee Organization (Union).	:	

**JOINT AGREEMENT TO EXTEND FACT FINDING PERIOD**

Pursuant to OAC Rule 4117-09-05(G), the Employer and the Employee Organization (Union) mutually agreed to waive the statutory fact-finding timelines in the above-captioned case to allow for the scheduling of a hearing and the issuance of the Fact-Finder's recommendations.

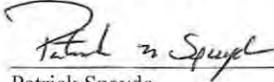
The Parties hereby agree to extend the period for the issuance of a Fact finding report and recommendation until June 9, 2017.

It is the parties' intent to extend fact-finding, but not to create a mutually agreed upon dispute resolution procedure.

**FOR THE EMPLOYER**

**FOR THE UNION**

  
\_\_\_\_\_  
Sandy Conley

  
\_\_\_\_\_  
Patrick Spayde

DATE SIGNED 05/09/2017

*Exhibit 2*

LORAIN COUNTY JFS and UAW  
PACKAGE "SUPPOSAL" 5  
February 8, 2017

**ARTICLE 34**  
**HEALTH CARE INSURANCE**

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

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

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

**Section 34.4.** *Excluding any costs which may be associated with non-mandatory individuals (i.e. those individuals for whom the County is not required to offer coverage) participating in County provided insurance and as provided for in Section 6, the parties will contribute to the cost of the health care coverage as follows:*

~~Effective upon execution of this agreement through March August 1, 2018, and for the duration of the agreement, the employee will be required to contribute, through payroll deduction, an amount not to exceed ten percent (10%) of the premium cost per month for family or single coverage. the parties will contribute to the cost of the health care coverage as follows:~~

<u>Type of Coverage</u>	<u>Employer's Monthly Contribution</u>	<u>Employee's Monthly Contribution</u>
Family Plan	90%	10%
Single Plan	90%	10%

EXHIBIT 2

LORAIN COUNTY JFS and UAW  
PACKAGE "SUPPOSAL" 5  
February 8, 2017

ARTICLE 34, HEALTH CARE INSURANCE *continued*

*Effective September 1, 2018, the parties will contribute to the cost of the health care coverage as follows:*

<u>Type of Coverage</u>	<u>Employer's Monthly Contribution</u>	<u>Employee's Monthly Contribution</u>
<i>Family Plan</i>	88%	12%
<i>Single Plan</i>	88%	12%

**Section 34. 5.** Full-time employees must remain in an active pay status in order to continue to be eligible for Employer-paid health care coverage, except as provided for in the Family and Medical Leave Act (FMLA) and the Employer's FMLA policy. Employees who are on an approved leave of absence shall be afforded the opportunity to pay for hospitalization, at the existing group rate, for the duration of their leave of absence.

**Section 34. 6.** *In the event that the Board of Commissioners determines that a spousal carve out/spousal surcharge is appropriate, such term/condition shall not be effective until on or after January 1, 2017, and may include the following:*

*At the discretion of the Board of Commissioners, spousal coverage may be made available only upon proof that the employee's spouse does not have other medical insurance coverage available to him/her through the spouse's employer. In lieu of imposing a spousal carve out, the Board of Commissioners may establish a spousal surcharge (rate applied in addition to the base contribution share for family coverage) that would allow for a spouse who would otherwise be ineligible for coverage based on having access to insurance through the spouse's Employer to remain on the plan by paying the separate spousal surcharge, in addition to the base contribution share as set forth above. The spousal surcharge is not subject to the premium cost sharing provisions of this article and is paid entirely by the participating employee.*

FOR THE EMPLOYER

FOR THE UNION

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Date Signed \_\_\_\_\_

Date Signed \_\_\_\_\_