

STATE OF ILLINOIS
JAN 11 1995

IN THE MATTER OF FACT-FINDING PROCEEDINGS
BETWEEN

LAKE COUNTY GENERAL
HEALTH DISTRICT

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CASE NO. 95-MED-06-0597

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AND

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FINDINGS AND RECOMMENDATIONS

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LAKE COUNTY GENERAL
HEALTH DISTRICT
EMPLOYEE ASSOCIATION

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JAMES M. MANCINI, FACT-FINDER

APPEARANCES:

FOR THE UNION

James M. Lyons, Esq.

FOR THE COUNTY

Thomas M. Grabarczyk

S U B M I S S I O N

This matter concerns fact-finder proceedings between the Lake County General Health District (hereinafter referred to as the Employer) and the Lake County General Health District Employee Association (hereinafter referred to as the Union). The State Employment Relations Board (SERB) duly appointed the undersigned as fact-finder in this matter. Fact-finding proceedings were held on September 6th and 7th, 1995 in Painesville, Ohio.

These fact-finding proceedings were conducted pursuant to the Ohio Collective Bargaining Law as well as the rules and regulations of SERB. During the fact-finding proceedings, this fact-finder attempted mediation of the issues at impasse with several issues being tentatively agreed to by the parties. The issues remaining for this fact-finder's consideration are more fully set forth in this report.

This fact-finder in rendering the following findings of fact and the recommendations on issues at impasse has taken into consideration the criteria set forth in Ohio Revised Code Section 4114-14(G)(6)(7). Further, this fact-finder has taken into consideration all reliable evidence presented relevant to the outstanding issues before him.

1. HOURS OF WORK AND OVERTIME

The Employer proposes deletion of the one-half hour paid portion of the current one hour lunch. The Union wishes to retain current language which allows for a one hour lunch period of which one-half hour is paid and one-half hour is unpaid.

The Employer contends that paid unproductive time limits its ability to provide adequate services to the public in a cost effective manner. The Employer cites a survey of the cities in Lake County which the Health District serves and which indicates that it ranks last in hours worked. The 1995 city survey shows that the Lake County Health District works only seven hours considering that they get an one-half hour paid lunch and another one-half hour of paid breaks. However, the Employer notes that the survey shows that its employees are paid for eight hours.

The Union claims that the Employer's proposal to eliminate the one-half hour paid lunch would increase the total time worked by the employees without any additional compensation. Considering the proposed wage increases offered by the Employer, the elimination of the one-half hour paid lunch would amount to a net reduction in pay for the bargaining unit. The Union further questions the survey of Lake County cities regarding the length of their workday. For example, the Employer's survey does not

compare the wages of the city employees involved with bargaining unit employees here. A more relevant comparison would be with health districts such as Summit County or Lorain County.

Analysis - This fact-finder finds that there was insufficient basis established for eliminating the one-half hour paid lunch provision. The current one-half hour paid lunch provision has been in the parties' agreement since their very first contract in 1989. The half-hour paid lunch provision must be placed in the context of the entire agreement between the parties including the wages which are paid to bargaining unit members. The Employer is in effect proposing in this case to have the employees work an extra one-half hour without any extra pay. There simply was no argument presented which would compel this fact-finder to recommend the elimination of the one-half hour paid lunch.

Moreover, this fact-finder would agree with the Union that there are several problems with the 1995 city survey produced by the Employer in support of its position here. First, the survey is not of comparable health districts such as Lorain and Summit counties. Further, there was no indication of what the comparable wages are for the city employees cited in comparison to the Health District employees. This makes it

impossible to determine if the city employees work longer but are paid at a higher rate for doing so. Again, this fact-finder has determined that there was no basis established for eliminating the one-half hour paid lunch provision.

RECOMMENDATION

It is the recommendation of this fact-finder that the current One-Half Hour Paid Lunch Provision be retained without any change as proposed by the Employer.

HOURS OF WORK AND OVERTIME - Current language with no change.

2. VACATION

The Union proposes vacation entitlement for five weeks at twenty years be changed to fifteen years. The Employer is opposed.

The Union cites other Lake County agencies in support of its position. In all of these Lake County agencies, employees receive more holidays per year than do bargaining unit employees of the Health District. Unlike their counterparts in these other agencies, bargaining unit employees must work on Columbus Day, Presidents Day, Veterans Day, and Martin Luther King Day. An employee at the sheriff's department for example has four weeks of vacation at fifteen years of service and also ten holidays for a total of thirty days. In contrast, the bargaining unit employee at the Health District at fifteen years has four weeks of vacation and seven holidays for a total of twenty-seven days. As a result, the Union maintains that it is entirely appropriate to provide for five weeks of vacation for bargaining unit employees after fifteen years of service.

The Employer points out that the Lake County Health District employees enjoy a better vacation schedule than any of the other Lake County agencies. In these other agencies, which include the commissioners, prosecutor, sheriff, human services,

and narcotics, employees are not entitled to five weeks of vacation until they have more than twenty-five years of service. The Employer also cites a statewide survey which shows that a vast majority of such agencies' employees only receive five weeks of vacation at or after twenty years of service.

Analysis - This fact-finder has determined from the evidence that the current Vacation Provision should be retained without any change as proposed by the Union. It was shown that the bargaining unit employees here have a much better vacation allotment than other Lake County employees. Most significantly, in each of the other Lake County agency contracts, an employee must have more than twenty-five years of service in order to be entitled to five weeks of vacation. Certainly, the current provision for bargaining unit members here which provides for five weeks of vacation at twenty years of service must be deemed to be more than reasonable.

Moreover, the statewide survey of county agencies shows that 88 percent provide five weeks of vacation only after employees have had twenty-five or more years of service. Indeed, only 17 percent of agencies reported five weeks of vacation at twenty years of service. Again, this comparable evidence supports the conclusion that the current vacation allotment for bargaining

unit members here should not be changed as proposed by the Union.

RECOMMENDATION

It is the recommendation of this fact-finder that the current Vacation Provision be retained without any modification as suggested by the Union.

VACATION - Current language with no change.

3. HOLIDAYS

Both the Union and the Employer initially made proposals regarding changes to the Holiday Provision. However, during the mediation session, it was suggested that both parties withdraw their proposals regarding holidays and that the current provision be retained. Based on this recommendation, both the Union and Employer have indicated in their final position statements that they are willing to withdraw their proposals regarding holidays. Both stated that the current provision should be maintained.

RECOMMENDATION

It is the recommendation of this fact-finder in accordance with the statements from both the Employer and the Union that the current provision regarding holidays should be retained.

HOLIDAYS - Current provision with no change.

4. SICK LEAVE

The Union has proposed adding parent as a member of the immediate and deleting the requirement of living in the household.

Analysis - This fact-finder has determined from the position statement submitted by the parties that they seem to agree to a new paragraph to be added to Section 2 of Article 20. The agreed upon language is found under the recommendation herein.

RECOMMENDATION

It is the recommendation of this fact-finder that the Sick Leave Provision be modified as follows:

ARTICLE 20, SICK LEAVE

Section 2 - New 2nd Paragraph

An employee may also utilize paid sick leave not to exceed five (5) days per year in cases where the employee's parent, who may or may not live in the household, has a serious health condition which necessitates time off.

5. BENEFITS ELIGIBILITY

The Union proposes that part-time employees be entitled to pro-rata portion of holidays and vacation days. The Employer is opposed.

Employee benefits eligibility is established under Article 17. Part-time employees working less than eighty (80) hours in a pay period are entitled to a pro-rata sick leave, personal days, and funeral leave as set out in those respective articles. Part-time employees hired to work more than sixty-four hours per pay period are also entitled to a pro-rata vacation schedule.

The Union has asked for the additional benefits for the part-time staff because of the current developments which are taking place in the home health care section of the agency. It appears that more part-time employees will be hired to provide services in this area due to fluctuating client needs. The Union maintains that providing part-time employees with vacations and holidays on a pro-rata basis would provide some parity for these union employees who would be working along side other full-time employees who have full benefits provided. This additional benefits eligibility provision would improve the work environment for part-time employees.

The Health District points out that unlike many employers, its part-time employees are paid at the same rate as full-time employees based on classification. Part-time employees are utilized as supplement staff and for those instances where program responsibilities are limited. The Employer contends that its part-time staff enjoy a greater level of compensation and benefits than other part-time employees in neighboring cities. It cites the part-time contracts for the Willowick Fire Department and Mentor on the Lake Police Department which provide no holidays or vacation for part-time staff.

Analysis - This fact-finder has determined that there was insufficient bases established for providing part-time employees with a pro-rata portion of holidays and vacations as proposed by the Union. There was no evidence produced comparing part-time benefits in the bargaining unit here with those of part-time employees in other county health districts. The only exclusive part-time contracts in cities within Lake County relate to the Willowick Fire Department and the Mentor on the Lake Police Department. In each case, there is no provision for holidays or vacations for part-time staff. Moreover, part-time employees employed by the Lake County Health District receive the same wage rate as full-time employees for classification

involved. They also are entitled to pro-rata sick leave, personal days, and funeral leave. It appears that the Lake County Health District's part-time staff receive a higher level of compensation and benefits under the current contract than most other part-time employees elsewhere. In any case, there simply was no basis established by the Union for providing part-time employees with the additional benefits of holidays and vacation days.

RECOMMENDATION

It is the recommendation of this fact-finder that the current Benefits Eligibility Provision be retained without modification as proposed by the Union.

BENEFITS ELIGIBILITY - Current language with no change.

6. LAYOFF AND RECALL

The Union has proposed new contract language which would prevent the Employer from asking for volunteers to take time off if management deems there is not sufficient work for the home health aides to perform.

The Employer has also proposed a new provision which provides that when there is insufficient work to fill a normal workday or workweek, the Employer may ask the employee to voluntarily take time off either by use of accrued comp time or vacation, or on an authorized unpaid basis. If due to lack of work, employees do not voluntarily agree to take time off, then the least senior employee within the classification shall be reduced in hours to meet the needs of the agency, not to exceed ten days in a thirty day period. Finally, if the projected reduced work load is to last more than thirty days, or exceeds ten days or ten incidences in a thirty day period, the Employer would either abolish the position or create a part-time position. In such cases, layoff notices to those affected employees would be issued.

The Union contends that there is no provision for authorized absences in the contract but the Employer has used this concept to send employees home in the Home Health Care

Division whenever management determines that there is insufficient work for a full eight hour day. The Employer's current practice of sending health aides home when there is insufficient work is improper under the contract. The Union maintains that the Employer should follow the layoff procedure in such situations so that the employee could collect unemployment benefits. The Union further opposes the Employer's proposal to convert full-time employees into part-time employees with the consequent loss of benefits and pay.

The Employer contends that its proposal is a reasonable attempt to address instances of transitions of work loads. The Employer acknowledges in cases where work has been unavailable to fill a day, employees have been asked to volunteer to take the rest of the day off and be compensated utilizing comp time, vacation or unpaid leave. They utilized this method in lieu of layoff as a result of a lack of work. The Employer notes that the employees who voluntarily took off were still considered full-time employees with applicable benefits.

Analysis - This fact-finder finds that insufficient basis was established for either of the parties' contract language proposals. First, there was no evidence showing that home health aides had to be protected by contract language from

being asked to volunteer to take time off if there is insufficient work for the aides to perform. The Union acknowledged that there have been no grievances filed by any home health aide regarding a problem in this area. There was no indication as to the number of times or to the extent home health aides have been asked to take time off by management. Absent any showing that the current practice followed by the Employer regarding reduction in hours for home health aides has caused any significant problem for the bargaining unit, this fact-finder cannot find that there is any need for the restrictive language proposed by the Union.

Likewise, this fact-finder does not find from the record before him that there is any need for the rather elaborate provision proposed by the Employer concerning the reduction of hours issue. Again, it appears that the practice which has been utilized by the Employer with respect to home health aides has not caused any great difficulty for members of the bargaining unit. That practice has been where work has been unavailable to fill a normal workday, employees have been asked if they would take the rest of the day off and utilize comp time, vacation or unpaid leave. It should be emphasized that no home health aide has filed any grievance or formal protest against management's use of this practice. In any case, the Employer's proposal is

quite elaborate and it is apparent that the parties have not had any time to discuss all of the ramifications involved. There simply was insufficient basis established by the Employer for its proposal concerning the reduction of hours for home health aides.

RECOMMENDATION

It is the recommendation of this fact-finder that the current Layoff and Recall Provision be retained without any modification as proposed by the parties.

LAYOFF AND RECALL - Current language with no change.

7. WAGES

The Union proposes a wage schedule establishing rates of pay effective August 1, 1995 for each classification. Such rate shall be increased by 4 percent in the second year and 3.5 percent in the third year of the contract.

The Employer proposes rates of pay effective August 1, 1995 for each classification. Such rates shall be increased by 3 percent in each of the following years of the contract.

Under both the Union and Employer proposals, the prior entry rates found in the current contract are eliminated. Employees will be hired at the established rate.

The Union contends that the Lake County Health District employees have always been underpaid with respect to other comparable health districts. The most comparable health districts in the area are Summit County and Lorain County. Both have wage schedules that incorporate annual step increases for their employees. The Union points out that its initial proposal in the instant case sought a step schedule for its employees. The Union submits that its current proposal is an attempt to achieve comparability for bargaining unit positions here as compared to other comparable health districts.

The Union points to comparable evidence showing that

nurses and sanitarians on average were approximately 14 percent to 17 percent behind the mid-point of the salary schedules for Lorain and Summit counties. The sanitarian specialists were approximately 15 percent to 18 percent below the mid-point salary schedules for Lorain and Summit counties. The Public Health Nurse III was 17 percent behind the mid point for Summit County.

The Union contends that its proposal is the more reasonable of the two offered at fact-finding. The Employer's proposal for the APC TECH I, Registered Dietitian, PHS II, and PHN II is inadequate at \$14.05 per hour. The Union's position of \$14.35 per hour is more comparable to the average wages for these positions found in Lorain and Summitt counties. Likewise, the Union's proposal for an increase to \$15.30 per hour for PHS Specialist, PHN III, and APC Tech II is a fairer attempt to achieve a comparable pay wage with employees in these other counties.

The Union points out that its requested raise of 4 percent in the second year and 3.5 percent in the third year will still leave bargaining unit members' wages below those in comparable jurisdictions. The Employer's proposal of only a 3 percent increase in the second and third years of the contract is inadequate in this case because employees are underpaid with

respect to other comparable positions.

The Union further argues that its proposal acknowledges that for certain positions, notably the Home Health Aides, the current wage rate is above the comparable salary schedules in other areas. As a result, the Union has proposed adjusting these particular wage rates to reflect the market rate for those positions. Moreover, the Union has taken the position that if an employee is currently being paid more than the proposed wage schedule, then that employee should receive an increase of 2 percent per year until the employee's wages have been incorporated into the wage schedule. Thus for example, all current Home Health Aides would receive a 2 percent raise over their current hourly wage.

The Union strongly objects to the Employer's proposal to eliminate the 2 percent annual raise for any employee who receives the merit supplement. There is a 2 percent merit supplement provision found in the contract for employees who have more than ten years of seniority. The Union maintains that the interaction of the merit supplement with the 2 percent raise is not properly before this fact-finder for discussion.

Finally, the Union takes the position that the classifications of AIDS Counselor and Social Worker should not be

reduced in pay to the level of PHS I and Health Aide as the Employer proposes. These classifications should continued to be paid at the rates of nurses and sanitarians. These particular positions have always been established as being comparable on an internal basis over the years.

The Employer maintains that its wage proposal is reasonable in that it is based on comparable rates of pay in other jurisdictions. The Employer submits that if its proposed rates are annualized for the various positions, they fairly reflect other average salaries paid to comparable positions. The Employer cites wages in seven other health districts including Lorain, Summit, Medina, Akron, Franklin, Mahoning, and Tuscarawas counties.

The Employer argues that its wage proposal recognizes that there are certain pay inequities for bargaining unit positions. As a result, it has proposed rather significant wage increases for these particular positions. For example, in the case of APC TECH I through PHN II positions, a first year increase of 9.2 percent is realized with the newly established rate of \$14.05. In the case of the PHS Specialist through APC TECH II positions, a first year increase of 5.9 percent is realized with the new rate of \$15.05. Considering the proposed increases for

the second and third years, these particular categories will realize a 15.2 percent and 12.9 percent increase from current rates.

With respect to the second and third years, the Employer submits that its 3 percent wage increase proposal is reasonable considering comparable increases found in other county agencies, cost of living changes, and its available resources. General Fund Lake County employees were granted 3 percent increases in 1995. SERB data reveals that public sector employee increases have averaged 3 percent over the past two years.

The Employer maintains that it would be inappropriate to provide all employees whose rate is above the newly established pay scales an additional 2 percent increase on their base rate each year of the agreement. A more reasonable approach would be that 2 percent would be provided only to those employees who are being paid higher than the newly established scale but who are not receiving the merit supplement. The merit increase provision is provided to some employees yearly and amounts to an additional 2 percent increase. An additional 2 percent on top of the base wage for those receiving the merit increase would be excessive.

The Employer argues that the positions of AIDS Counselor and Social Worker should be assigned a rate which is based on average wages for comparable positions. Evidence of comparability shows that the AIDS Counselor and Social Worker position rates are high and should be readjusted to a lower level. The Employer proposes that these two particular classifications be paid at the same \$12.55 hourly rate as PHS I, Health Aide and Traffic Safety Specialist positions.

Analysis - This fact-finder has carefully reviewed the evidence submitted and has determined that there should be a new wage schedule establishing rates of pay for the various classifications which would eliminate the prior entry rate found in the current contract. This fact-finder is recommending a wage schedule for the first year of the agreement which would significantly address the wage discrepancies which currently exist for certain classifications. This fact-finder would also recommend for those employees whose rate is above the newly established scale, that they be granted a 2 percent increase on their base rate each year of the agreement. For the second and third years of the agreement, the newly established wage schedules should be increased by 3.5 percent and 3 percent, respectfully.

The evidence supports the new wage schedule which is

being recommended herein. Comparable evidence clearly shows that certain positions are underpaid in comparison to similarly situated employees in other health districts. Indeed, both the Union as well as the Employer's wage proposals recognize this problem by offering a new wage schedule which reflects rather significant increases for some classifications as opposed to others. The Employer has correctly acknowledged that for certain positions the wage rates are relatively low in comparison to others similarly situated. Likewise, the Employer's proposal properly points out that certain position wage rates are high based on comparisons. This fact-finder in making his recommendation herein has attempted to address some of the disparities which exist for certain bargaining unit positions.

This fact-finder would agree with the Union that the most appropriate comparisons should be made with Lorain and Summit County Health Districts. Of course, other wage data as suggested by the Employer with reference to other health districts in the area should not be completely discounted. A review of the comparable evidence submitted clearly shows that for many positions, including the sanitarian as well as public health nurse positions, the wages for the bargaining unit here are substantially lower than that found in Lorain and Summit counties.

For example, the PHS I position in Lake County currently pays \$12.36 per hour as compared to the hourly wage of \$14.23 in Summit County and \$13.09 in Lorain County. The PHN II position currently pays \$12.87 in Lake County as compared to the hourly wages of \$17.19 and \$15.94 in Summit and Lorain counties, respectfully. As the Union indicated, the nurses and sanitarians on average were approximately 14 percent behind the mid-point of the salary schedules for these positions in Lorain and Summit counties. The sanitarian specialists were approximately 15 percent below the mid-point salary range for similarly situated positions in these other counties. Without question, there is a need to address the rather significant wage disparity which currently exists in the sanitarian and nurse positions in Lake County.

It is important to point out that for the first year of the agreement, the parties were in agreement as to what the wage rate should be for many of the bargaining unit positions involved. For example, both parties recommended that Clerical Specialists should be paid at the rate of \$8.55 in the first year of the agreement. Likewise, the positions of Deputy Registrar, Account Clerk, and Associate Health Ed should receive an hourly rate of \$9.45 per hour. The parties also agree that the PHS I position should be paid at the rate of \$12.55 per hour.

The dispute here centers on a category of job classifications which include APC TECH I, Registered Dietitian, PHS II, and PHN II. With reference to these positions, this fact-finder would recommend a first year wage rate of \$14.12. This would be more than what the Employer proposed but less than that demanded by the Union. In this fact-finder's view, it would be a reasonable wage rate which would achieve a considerable measure of comparable pay status for these positions. Likewise, this fact-finder has recommended a higher wage than that proposed by the Employer for PHS Specialist, PHN III and APC TECH II. Again, with the recommended hourly wage of \$15.10, these positions' wages would be more in line with those in comparable jurisdictions.

This fact-finder finds that the positions of AIDS Counselor and Social Worker should be paid at the proposed rate of \$12.55. Comparable evidence shows that for the AIDS Counselor, the average wage at step 3 for these positions in other comparable jurisdictions is \$12.56. Certainly, the recommended hourly wage for AIDS Counselor of \$12.55 is in line with that found in these other jurisdictions. With respect to Social Worker, it was established through SERB data reports that Social Workers' wages are reported on three different levels. However even if one looks at Social Worker III, the average pay is established at

\$10.35 per hour in various county human services agencies. Clearly, the placement of the Social Worker at the \$12.55 rate as recommended herein is supported by this evidence. It should also be noted that each of the positions which are to be paid at the \$12.55 hourly rate are also degreed professional positions like the Social Worker and AIDS Counselor positions.

This fact-finder is recommending a 2 percent increase in each year of the agreement for employees whose wage rate is above the newly established wage schedule. This would mainly apply to Home Health Aides who currently are paid at \$8.03 per hour as compared to the new recommended rate of \$7.40 per hour. This fact-finder finds that it would only be appropriate to provide these particular employees with a 2 percent increase each year on their current hourly wage. This fact-finder finds no merit to the Employer's contention that only those employees who are not receiving the merit supplement, should be entitled to a 2 percent additional pay increase. The merit supplement provision is obtained yearly and is not an automatic increase. It is obvious that the merit pay supplement is a form of longevity provision which rewards more senior employees. In this fact-finder's view, such a merit supplement provision should be distinguished from the wage schedule itself. The fact that

some of the bargaining unit members may be entitled to request a merit increase should not in any way affect their entitlement to an additional 2 percent increase on their base rate under the salary schedule. In effect, there was no rationale offered to penalize the more senior employees. As the Union correctly points out, if these senior employees were employed in other neighboring health districts, they would be at the top of their pay schedule and earning substantially more than in Lake County.

For the second and third year of the agreement, this fact-finder recommends a 3.5 percent and 3 percent increase, respectfully. For the second year, this fact-finder has determined that an additional one-half percent more than that which was offered by the Employer is justified in order to bring certain bargaining unit positions more into line with the wages of positions in comparable jurisdictions. Thus in the second year, the wage increases to \$14.61 for PHS II and PHN II and to \$15.63 for PHS Specialist positions would bring those wages significantly more into line with those found in other health districts. It should also be noted that under this fact-finder's recommendation, the wages over the three year agreement for PHS II and PHN II would increase by approximately 17 percent and for PHS Specialist approximately 13.28 percent. The Clerical Specialist wages would

increase by 10.35 percent over three years.

This fact-finder has determined that the annual increases in the second and third years of the agreement should not be increased by any greater amount than that recommended here. The 3.5 percent and 3 percent wage increases not only would serve to bring bargaining unit wages more into line with others, but it would also be in line with wages generally paid to public sector employees. Within Lake County, General Fund employees were granted 3 percent increases in 1995. Lake County Human Services will be receiving 3 percent increases in the second and third years of their agreement. Statewide, SERB data reveals that employee increases have averaged 3 percent over the last two years. Thus it is apparent that the fact-finder's recommendation herein for the second and third years of the agreement is reasonable considering this other data. Moreover, it should be pointed out that there was no indication that the Employer does not have the ability to finance the proposed second and third year wage increases recommended herein.

RECOMMENDATION

It is the recommendation of this fact-finder that the attached Wage Provision be included in the parties' bargaining agreement. This recommendation basically reflects that there

shall be a new wage schedule set forth in the first year of the agreement; that there be a 2 percent (2%) wage increase for those employees whose wage rates are currently above the new scale; and further that there be a 3.5 percent (3½%) and 3 percent (3%) wage increase in the second and third years of the agreement.

WAGES - See Attached.

ARTICLE 22

WAGES

Section 1.

Effective August 1, 1995, employees hourly compensation shall be established as set out in Appendix A of this agreement. Employees employed upon execution of this agreement shall receive retro active payments for such time worked based on their respective rate as determined by this article.

The established rates of pay shall be set forth in Appendix A for new hire employees or employees successfully applying for positions in the Agency. Employees successfully applying for a position that is a demotion shall be compensated at the rate established in the wage scales set out in Appendix A. Lateral classification changes will receive the same rate of pay. Employees successfully applying for a promotion shall receive the rate assigned to the classification as set out in Appendix A or a four percent (4%) increase, whichever is greater.

New employees shall be assigned to the base rate established in Appendix A for the classification in which they are appointed.

In each year of this agreement, Bargaining Unit employees outside the scales established in Appendix A

shall maintain their current rate plus an increase of two percent (2%) of their base rate or the established rate if greater than two percent (2%).

Section 2.

Effective August 1, 1996 and again August 1, 1997, the new rate scale shall be established and found as set out in Appendix A.

Section 3.

For performance above the norm, a merit supplement is possible. Yearly, each November an employee who had served ten (10) years prior to November 1st of that year, shall be evaluated by a group including two (2) Bargaining Unit employees and one (1) management person.

Using subjective and objective methodology, they shall approve or disapprove a supplement of two percent (2%) of the employee's base hourly rate. Employees shall be evaluated each year to determine if they shall maintain such supplement or not.

Attachment A

Current 01-Aug-95 01-Aug-96 01-Aug-97
 1.035 1.03

Home Health Aide	8.03	\$7.40	\$7.66	\$7.89
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Clerical Specialist	8.26	\$8.55	\$8.85	\$9.11
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Deputy Registrar	9.21	\$9.45	\$9.78	\$10.07
Account Clerk	9.21	\$9.45	\$9.78	\$10.07
Associate Health Ed	9.21	\$9.45	\$9.78	\$10.07

APC TECH	12.36	\$10.00	\$10.35	\$10.66
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PHS I	12.36	\$12.55	\$12.99	\$13.38
Health Aide (WIC)	12.36	\$12.55	\$12.99	\$13.38
Traffic Safety Specialist	12.36	\$12.55	\$12.99	\$13.38
AIDS Counselor	14.21	\$12.55	\$12.99	\$13.38
Social Worker	14.21	\$12.55	\$12.99	\$13.38

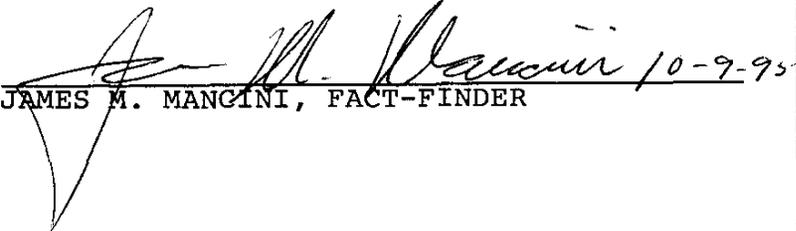
APC TECH I	12.87	\$14.12	\$14.61	\$15.05
Registered Dietitian	12.87	\$14.12	\$14.61	\$15.05
PHS II	12.87	\$14.12	\$14.61	\$15.05
PHN II	12.87	\$14.12	\$14.61	\$15.05

PHS Specialist	14.21	\$15.10	\$15.63	\$16.10
PHN III	14.21	\$15.10	\$15.63	\$16.10
APC TECH II	16.04	\$15.10	\$15.63	\$16.10

Plumbing Inspector	17.75	\$15.45	\$15.99	\$16.47
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C O N C L U S I O N

In conclusion, this fact-finder hereby submits the above referred to recommendations on the outstanding issues presented to him for his consideration. Further, this fact-finder recommends that all tentative agreements previously reached by the parties should also be incorporated into their new Collective Bargaining Agreement.


JAMES M. MANGINI, FACT-FINDER 10-9-95