

STATE EMPLOYMENT
RELATIONS
FEB 18 9 59 AM '99

IN THE MATTER OF FACT-FINDING

BETWEEN

LUCAS COUNTY CHILDREN SERVICES BOARD

AND

THE FEDERATION OF LUCAS COUNTY CHILDREN SERVICES PROFESSIONAL,
CLERICAL AND SERVICE EMPLOYEES
PROFESSIONALS GUILD OF OHIO
AND
LOCAL 544, AFSCME AFL-CIO

BEFORE: Robert G. Stein

SERB CASE NOS. 98-MED-12-1143, 98 MED-12-1144, 98 MED-12-1145,
98 MED-12-1146, 98 MED-12-1147, 98 MED-12-1148

PRINCIPAL ADVOCATES FOR THE UNIONS:

Charles W. DeGrove, Executive Director
PROFESSIONALS GUILD OF OHIO
Post Office Box 7139
Columbus OH 43205-0139

And

Sally Powless
OHIO COUNCIL 8 AFSCME AFL-CIO
420 S. Reynolds Rd. Suite 108
Toledo OH 43615-5980

and

PRINCIPAL ADVOCATE FOR THE EMPLOYER:

David L. O'Connell, Esq.
MARSHALL & MELHORN
Four SeaGate
Eight Floor
Toledo OH 43604

INTRODUCTION

The bargaining unit is comprised of six (6) units of employees who are under four Collective Bargaining Agreements. The Professionals Guild of Ohio (hereinafter referred to as "Guild") represents employees under all four Agreements. Local 544, Ohio Council 8, AFSCME AFL-CIO (hereinafter referred to as "AFSCME") is also a representative in one of the deemed-certified units comprised mainly of social workers, case workers, secretaries, and other para-professional employees. The deemed certified unit is the largest unit and is comprised of some 250 bargaining unit members. The other six units are comprised of registered nurses, secretaries 1 and 2, attorneys, and all other classifications of employees. The Lucas County Children Services Board (hereinafter referred to as "Employer") has had a bargaining relationship with the Guild and AFSCME since 1981.

The negotiations that triggered the fact-finding are "mid-term" negotiations that are called for under Article 25, Section 1 of the Collective Bargaining Agreement (Deemed Certified Unit). The other three Agreements contain identical language under a different article designation. The language reads in pertinent part as follow:

"...In the event of a change in or deletion of benefits provided by the Lucas County Commissioners, either party may reopen the contract to negotiate whether those changes or deletions should be made. Both parties shall ten (10) days after the Employer notifies the Union of a change in or deletion of benefits in which to serve a notice to negotiate. Unless the notice to negotiate is timely sent, the contract cannot be reopened."*

On or about December 29th, the Employer notified the Guild and AFSCME of its intent to change and delete benefits in the health care plan (UX 2). The Guild and AFSCME timely filed their notices to reopen the Agreement and negotiate in response to the Employer's actions (UX 3). The Employer refused to negotiate and filed a Notice to Vacate with the State Employment Relations Board (SERB) (UX 4). The Unions filed an Unfair Labor Practice Charge with SERB as a counter measure.

No negotiations took place between the parties, and the Unions invoked fact-finding as in accordance with Article 4117 of the Ohio Revised Code. The Employer also refused to participate in the selection of a fact-finder, and SERB appointed the undersigned Fact-finder on February 4, 1999. The fact-finder contacted both parties in order to schedule a hearing in an expeditious manner. A hearing was held on February 11, 1999. The Employer refused to participate in the hearing and unfortunately bypassed an opportunity to resolve this matter or at least have its position heard.

The undersigned Fact-finder had telephone conversations with the Employer advocate and the Guild's advocate and offered to first hold a mediation session in an attempt to amicably resolve the differences between the parties. The Unions agreed to participate in mediation and to delay fact-finding. The Union even offered to consider the Employer's involvement in mediation as activity that in no way would prejudice the Employer's position regarding its Notice to Dismiss. However after two separate overtures were made by the Fact Finder, the Employer continued to refuse to participate in mediation and fact-finding

CRITERIA
OHIO REVISED CODE

In the finding of fact, the Ohio Revised Code, Section 4117.14 (C)(4)(E) establishes the criteria to be considered for fact-finders. For the purposes of review, the criteria are as follows:

1. Past collective bargaining agreements
2. Comparisons
3. The interest and welfare of the public and the ability of the employer to finance the settlement.
4. The lawful authority of the employer
5. Any stipulations of the parties
6. Any other factors not itemized above, which are normally or traditionally used in disputes of this nature.

These criteria are limited in their utility, given the lack of statutory direction in assigning each relative weight. Nevertheless, they provide the basis upon which the following recommendations are made:

ISSUE 1 Article 25 FRINGE BENEFITS

Union's position

The Unions proposes language outlined in Union Exhibit 12 (see attached):

Employer's position

The Employer, except for a written copy of its Notice to Dismiss filed with SERB, did not provide its position or rationale for it to the Fact Finder.

Discussion

The bargaining history between the parties reveals that health care has been monitored by a County Health Care Cost Containment Board (LCHCCCB). The Board is comprised of management and union officials. On December 11, 1998 the Board recommended to the County Commissioners that the County reinstate the Paramount Health Care Plan which would have provided similar coverage to that provided by Medical Value Plan, but at a 20% greater cost. The recommendation was signed by thirty-one management and union representatives on the LCHCCCB (UX 8). The County Commissioners rejected this recommendation.

On December 15, 1998 the LCHCCCB made another recommendation to the County to adopt a second health care option (LCP). Only seven representatives of the

LCHCCB signed this second recommendation. The Guild did not sign this recommendation. The significance of recommendations coming from the labor/management LCHCCB is not clear as it relates to the obligation of the parties to bargaining health care changes under the Collective Bargaining Agreement. It is also not clear that on December 15, 1998 the LCHCCB provided to the County a majority recommendation of the Board regarding the Lucas County Plan. Without any substantial data to analyze the function of the Board (from the Union or the Employer), it must be concluded that the recommendations of the LCHCCB have little bearing on the instant matter. All that is known is that the Employer acted to replace the MVP plan with the Lucas County Plan and that the Guild and AFSCME filed a timely notice to negotiate this change.

While it is apparent that the Employer did not participate in the negotiations and subsequent fact finding process, the undersigned Fact Finder must and will execute his duties under Ohio Revised Code 4117. The question of whether the instant negotiations and fact finding procedure has a legitimate basis is a question that SERB will eventually address. Therefore, for the purposes of this report it must be presumed that the instant issue is properly before the Fact Finder.

The Union provided persuasive and unrefuted documentation that demonstrated that the change in health care plans from the Medical Value Plan (MVP) (UX 5), to the Lucas County Plan (UX 6) will result in bargaining unit employees having to assume substantial out of pocket liabilities. An employee with a single plan would have a potential out of pocket expense of \$1000 and an employee with family coverage under the Lucas County Plan (LCP) would have a potential liability of \$2000 per family.

The newly imposed deductibles become more important when one compares the benefits of the former MVP and the LCP. For example, Diagnostic testing under MVP was covered in full and under LCP the employee must pay 20% of the cost per procedure within Cooperative Health Network visit. Allergy treatments under the MVP plan required a \$5 co-pay and under LCP an employee must absorb 20% of the costs. Physical therapy was covered in full under MVP and under LCP it is limited to 15 visits per calendar year with the employee assuming 20% of the cost. These are just three of the numerous examples that demonstrate that the Lucas County Plan being proposed for 1999 substantially shifts costs to bargaining unit employees and at the same time provides less or more restricted coverage for a variety of procedures. The Lucas County Plan does provide the bargaining unit a second health care option; however, the option is plainly inferior to what the bargaining unit had when it negotiated the current Agreement.

The number of participants that have enrolled in the two available plans for 1999 (Family Health Plan and Lucas County Plan) demonstrate the choice employees have made regarding health care (UX 11). The open enrollment figures show that only 22 bargaining unit employees have chosen the Lucas County Plan. What is also revealing is that only 5 managers have chosen the LCP. The Union contends that throughout the County a very low percentage of employees have chosen the Lucas County Plan (unrefuted testimony of Sally Powless). This is in great contrast to the fact that in 1998 some 60% of the bargaining unit and some 60% of all the employees in Lucas County were enrolled in the Medical Value Plan (unrefuted testimony of Sally Powless and Charles DeGrove).

The Union is not asking for elimination of the Lucas County Plan. Instead, it is seeking offsetting remuneration for the out of pocket costs incurred by the bargaining unit employees who choose it. The Union is seeking that the Employer pick up the costs of annual out of pocket expenses for single and family coverage. The Union argues that in the worst case scenario (assuming that every bargaining unit employee reaches their maximum out of pocket limits in the 1999 plan year) the Employer would incur a maximum liability of \$52,000 under its proposal (unrefuted testimony of Charles DeGrove). This is based upon the 1999 enrollment figures contained in Union Exhibit 11. The Union points out that for the year 2000 plan the Employer would have to once again consider new rates and new plans.

The Union argues persuasively that the Employer can afford the \$52,000 liability based upon its end of year Financial Report (UX 13). The report demonstrates that the Lucas County Children Services had a year end balance of some 13 million dollars. The 13 million-dollar ending balance represents about 35% of the total revenue received (some 37 million) in 1998. It is also noteworthy that the previous year end balance at the end of 1997 was \$4, 134, 523.56, or some 9 million dollars less than at the end of 1998. Based upon these figures, there is little question that in the immediate future the Employer's financial condition is sound.

The Union's proposal in this matter is reasonable given the dramatic change in health care benefits that results from the substitution of the Lucas County Plan for the Medical Value Plan. The bargaining history of the parties substantiates the fact that the parties have had health care plans that provided a steady level of benefits at a consistently low cost to bargaining unit employees for several years (unrefuted testimony of Charles

DeGrove). The bargaining unit has also had a history of having a choice of more than one plan.

When the Union negotiated the current Agreement, the health care benefit choices were far better than what the Employer proposes to have in the plan year which begins on March 1, 1999. It is clear that if the Employer had maintained the HMO benefits (formerly provided by MVP) through Paramount it would have incurred a 20% increase in costs (see testimony of Charles DeGrove and Sally Powless). I can appreciate the Employer's concern regarding this sudden increase. However, it is also evident that a unilateral shifting of costs to employees and the downgrading of health care benefits and options is not what the Union bargained for in 1997.

Health care is "foundation" benefit in every labor agreement. Employers and employees have made it a marquee issue in bargaining for decades. However, it has also become a subject of notable labor/management cooperation and creativity. One only has to look toward the long standing and innovative efforts of labor and management in the public school districts of Stark County or between OCSEA and the state of Ohio. These are examples of exemplary labor management cooperation regarding the provision of quality health care at reasonable costs. Bargaining over health care has strongly favored a tradition of cooperation among unions and employers.

By substituting the Lucas County Plan (a self-insured plan) for the MVP plan it can reasonable be assumed that the County wanted to control or possibly lower its health care costs in 1999. Without the benefit of facts and arguments from the Employer, the Fact Finder can not determine why the Employer acted to change health care plans without first attempting to negotiate such a substantial change in costs and benefits.

Recommendation

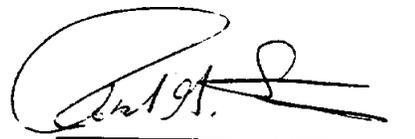
Based upon the above, the Fact Finder recommends that following:

The following language is to be added to the Fringe Benefit Articles contained in the current Agreements between the parties:

NEW ARTICLE EMPLOYER PICK-UP OF DEDUCTIBLES

The Lucas County Children Services Board shall in addition to providing insured medical coverage, pay non-reimbursed expenses for medical care which are incurred by its full-time employees and part-time employees working in excess of twenty-four (24) hours per week commencing on March 1, 1999; that the maximum payment shall be one thousand dollars (\$1,000) per employee per year for employees electing single coverage under the Lucas County Plan or two thousand (\$2,000) per year for employees electing dependent (i.e. family) coverage under the Lucas County Plan; that the term "medical care" as used herein shall have the same meaning as it is accorded by Section 213 (d) of the Internal Revenue Code or statute of like tenor or effect which may hereafter be enacted and shall be included among other things such as non-reimbursed hospital services, nursing services, medical, laboratory, surgical, and other diagnostic and healing "dependent" as used herein shall have the same meaning as it is accorded by Section 152 of the Internal Revenue Code or any statute of like tenor or effect that may hereafter be adopted. Such expenses shall be reimbursed to the employee within thirty (30) days of receipt of submission of appropriate documentation of services and payment for it to the Lucas County Children Services Board.

The Fact-finder respectfully submits the above recommendations to the parties this 18th day of February 1999 in Summit County, Ohio.


Robert G. Stein, Fact-finder

4x1

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

MAY 1, 1997

TO

APRIL 30, 2000

TABLE OF CONTENTS

ARTICLE 1.	RECOGNITION.....	1
ARTICLE 2.	DEFINITIONS.....	4
ARTICLE 3.	MANAGEMENT RIGHTS.....	4
ARTICLE 4.	UNION RIGHTS.....	5
ARTICLE 5.	UNION SECURITY.....	7
ARTICLE 6.	NO-STRIKE PLEDGE.....	8
ARTICLE 7.	NO-LOCKOUT PLEDGE.....	8
ARTICLE 8.	LABOR-MANAGEMENT MEETINGS.....	9
ARTICLE 9.	NON-DISCRIMINATION.....	9
ARTICLE 10.	LAYOFF AND RECALL.....	9
ARTICLE 11.	HEALTH AND SAFETY.....	13
ARTICLE 12.	GRIEVANCE PROCEDURE.....	14
ARTICLE 13.	EMPLOYEE DISCIPLINE.....	17
ARTICLE 14.	EMPLOYEE EVALUATIONS.....	18
ARTICLE 15.	JOB AUDIT.....	19
ARTICLE 15.	PERSONNEL FILES.....	20
ARTICLE 17.	POSTING.....	20
ARTICLE 18.	HOURS OF WORK.....	25
ARTICLE 19.	WAGES.....	26
	(WAGE RANGES AND STEPS) Appendix A - C.....	Attached
ARTICLE 20.	ON CALL PAY.....	30
ARTICLE 21.	CALL BACK PAY.....	31
ARTICLE 22.	BI-LINGUAL SUPPLEMENT.....	31
ARTICLE 23.	VACATION AND HOLIDAYS.....	31
ARTICLE 24.	MILEAGE REIMBURSEMENT.....	33
ARTICLE 25.	FRINGE BENEFITS.....	33
ARTICLE 26.	SICK LEAVE AND LEAVE OF ABSENCE.....	35
ARTICLE 27.	PERSONAL LEAVE.....	36
ARTICLE 28.	MISCELLANEOUS WORKING CONDITIONS.....	36
ARTICLE 29.	BREAK ROOM.....	37
ARTICLE 30.	MAINTENANCE EMPLOYEE MISC. PROVISIONS.....	37
ARTICLE 31.	WORK TRAINING.....	38
ARTICLE 32.	TRAINING AND DEVELOPMENT.....	38
ARTICLE 33.	DE-CERTIFICATION.....	39
ARTICLE 34.	PROVISION CONTRARY TO LAW.....	39
ARTICLE 35.	CASEWORK MISC PROVISIONS.....	39
ARTICLE 36.	SUBCONTRACTING.....	42
ARTICLE 37.	TERMINATION.....	43

ARTICLE 1. RECOGNITION.

Section 1

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

<u>Civil Service Title</u>	<u>Job Title</u>
Caseworker 2 *	
Caseworker 3 *	
Child Welfare Aide	Family Visits Manager
Clerical Specialist	See page 2
Cook*	Cook
Cook 1 *	Cook
Custodial Worker 1	Custodian
	Family Visit Support Worker
CW Caseworker 1 *	
CW Caseworker 2	See page 2
CW Caseworker 3	See page 2
CW Caseworker 4 *	
Nursing Aide 1 *	
Nursing Aide 2 *	
Recreation Aide *	
Youth Leader 1 *	
Youth Leader 2 *	
Youth Leader 3 *	
Psychologist *	
Occupational Therapist *	
Employment Serv. Counselor *	
Equipment Operator 2 *	
Residential Care Worker*	Residential Program Specialist
Child Welfare Aide*	Auxiliary Residential Program Spec.
Houseparent 1 *	
Investigator 1 *	
Laborer	See page 2
Laundry Worker*	Laundry Person
Laundry Worker 2 *	
Maintenance Repairman 2	Repairman 2
Printing Machine Oper. 1	Print Shop Operator
Public Health Aide 1 *	
Seamstress *	

* Indicates job titles not currently being used as of the signing of this contract

1		
2	Storekeeper 1	Storekeeper/Inventory
3		Control
4	Storekeeper 2 *	
5	Typist 2*	
6	Vehicle Operator	Driver
7	Clerk 1	Records Clerk
8		Casework Clerk
9		Records Specialist
10	Maintenance Repairman 1	Repairman 1
11	Data Entry Operator 2	Data Processing/Word Proc.
12		Spec.
13	Telephone Operator 1	Message Center Receptionist
14	Occupational Therapy Specialist *	
15	General Activity Therapist*	Activity Therapist
16	Clerical Specialist	Profile Clerk
17		CECU Health Services
18		Specialist*
19		Unit Information Coordinator*
20		Health Serv. Clerical
21		Specialist
22		Custody Review Processor*
23		Title XX Clerk
24		Foster Home Clerk
25		Title IVE Clerk
26		Legal Clerk*
27		Event Tracking Clerk *
28		Data Entry Operator *
29		Word Processing Clerk *
30		Resource Staffing Clerk
31		Legal Clerical Assistant
32		Day Care/ADAPT Clerk
33		Family Outreach/Adol.Outreach
34		Clerk
35		Ad Review Clerk*
36		Adoptions Clerk
37		Clerical Assistant
38	CW Caseworker 2	Day Care Caseworker
39		Placement Caseworker
40		Adolescent Foster Home Support
41		Wkr.*
42		ADAPT Assistant
43		Youth Advocate
44		Family Advocate Worker
45		Family Aide
46	CW Caseworker 3	Caseworker
47		Investigative Caseworker
48		Family Outreach Worker
49		Adolescent Outreach Worker
50		Intake Caseworker
51		CECU Caseworker*
52		One Church/One Child Rec. Spec
53	* Indicates job titles not currently being used as of the signing	
54	of this contract	

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52

CW Caseworker 3	Court Specialist
	ADAPT Worker
	Independent Living Worker
	Foster Care Worker
	Adoption Worker
	Adolescent Foster Home Worker
	Special Placement Caseworker
Case Management Specialist 1*	
Laborer	Laborer
	Laborer 2
Technical Typist*	Technical Typist 2
Software Specialist 1	PC Assistant
	PC Support Specialist
Mail Clerk/Messenger	Mail Clerk
Stores Clerk	Utility Person
To be determined	Vehicle Handler
Word Proc. Specialist 1	Legal Clerical Assistant
Criminal Invest. 2	Criminal & Specialist Invest.

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

Section 2

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

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

Section 3

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

ARTICLE 2. DEFINITIONS.

The following terms shall have the meaning indicated, as used in this Agreement:

- A. "Bargaining Unit" means a single unit composed of all individual employees and those Children Services Board position titles established and identified as being included in the Bargaining Unit.
- B. "Employer" means the Lucas County Children Services Board. For administrative purposes, the Executive Director of the Board shall be considered the Children Services Board designee.
- C. "Representative of the Union" means stewards, officers, and employees of the Union.

ARTICLE 3. MANAGEMENT RIGHTS.

Section 1

The Union shall recognize the right and authority of the Employer to administer the business of the Agency, and in addition to other functions and responsibilities which are not specifically mentioned herein, the Union shall recognize the Employer has and will retain the full right and responsibility to direct the operations of the Agency, to promulgate rules and regulations and to otherwise exercise the prerogatives of management, and more particularly, including but not be limited to the following:

- 1. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, recall, reprimand, suspend, discharge, reward, or discipline for cause, and to maintain discipline among employees;
- 2. To manage and determine the location, type and number of physical facilities, equipment, programs and the work to be performed, including implementation of necessary action in emergency situations;
- 3. To determine the Agency's budget, goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively and efficiently meet those purposes;
- 4. To determine the size and composition of the work force and the Agency's organizational structure, including the right to relieve employees from duty due to lack of work or lack of funds;
- 5. To determine the hours of work, including overtime, work schedules, and to establish the necessary work rules for all employees;
- 6. To determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;

1 7. To require designated employees to submit to examination by
2 a physician in accordance with the rules and regulations of
3 the Ohio Department of Human Services or other regulatory
4 agencies.
5

6 Section 2
7

8 The Union recognizes and accepts that all rights and
9 responsibilities of the Employer not specifically modified by
10 this Agreement or ensuing agreements shall remain the function of
11 the Employer.
12

13 ARTICLE 4. UNION RIGHTS.
14

15 Section 1
16

17 The Employer agrees to furnish the Union President, once during
18 the month, a list of personnel transactions which involve
19 additions to or deletions from the bargaining unit. The Employer
20 will include in the list, employees completing their probationary
21 period, and employees promoted or transferred into or out of the
22 bargaining unit. The list will show the names and effective date
23 of the transaction.
24

25 Section 2
26

27 The Employer agrees to install Employer furnished Bulletin Boards
28 of 2 ft. x 3 ft. size for the posting of Union information to be
29 located in a mutually agreed upon areas.
30

31 Section 3
32

33 The Union shall appoint not more than six (6) work area Stewards,
34 one of whom shall be designated "Chief Steward". The President
35 of the Union shall notify the Employer in writing, of the name
36 and jurisdiction of each Steward. Such Stewards shall be
37 recognized by the Employer as Representatives of the Union.
38

39 Section 4
40

41 The Union president shall allocate up to twenty-five (25) hours
42 per week of Employer paid time to handle all union related
43 matters to stewards, officers, and other employee Representatives
44 of the Union. This time shall be used to conduct Union business
45 only. No more than eight (8) hours per week shall be allocated
46 to any employee. No time shall be allocated without prior
47 notification to the employee's supervisor. Abuse of this section
48 shall be referred to the Labor Management Committee.
49
50
51

1 Section 5
2

3 The Union shall possess the right to use the intra-agency mail
4 delivery system for distribution of Union material.
5

6 Section 6
7

8 Representatives of the Union shall be permitted access to
9 Employer workplaces. Union related business shall not be
10 conducted when children and clients are present and shall not
11 interfere with the work of the employee.
12

13 Section 7
14

15 Paid Administrative leave shall be granted to employees to attend
16 workshops, conferences, and conventions of the Union's affiliate
17 organizations. In no event shall paid leave exceed ten (10) days
18 per calendar year for all employees.
19

20 Section 8
21

22 The Union President may attend, within the time allotted under
23 Section 4 of this Article, any employee orientation programs.
24

25 Section 9
26

27 The rights accorded to the Union by this Agreement shall not be
28 given to any other employee organization by the Employer except
29 as may be required by law.
30

31 Section 10
32

33 The Employer shall provide the Union with an office. The Union
34 shall not have access to this office during any strike or
35 slowdown. The office shall include a file cabinet with lock, a
36 desk, and a typewriter and a phone. The Employer shall pay all
37 costs of local phone service including installation and
38 maintenance of a phone line separate from the Employer's phone
39 system, except for toll calls, which shall be paid by the Union,
40 under penalty of disconnection of service for failure to do so.
41 The Union holds harmless the Employer from any liability related
42 to any materials, files or equipment in the Union office and any
43 activities conducted by the Union in the office. The Union
44 agrees to indemnify the Employer for any liability, loss, damage
45 or claim arising out of the use of the office by the Union. The
46 use of the office shall be limited to official Union business.
47 Individuals other than the Union President and Stewards shall
48 obtain prior supervisor approval before conducting Union business
49 in the Union office during their work hours.
50

1 Section 11
2

3 The Union shall be permitted to hold meetings on Agency property.
4 The Employer agrees with this Section providing the following
5 conditions are met: 1) the Union shall not be allowed to hold
6 any meetings on Agency property during any strike or slowdown; 2)
7 meetings will be held during non-working hours; 3) reasonable
8 notice shall be given by the Union to the Executive Director or
9 his/her designee, of any proposed meeting; 4) each supervisor
10 shall make the decision as to adequate staff in-place before
11 allowing attendance at Union meetings; 5) any costs incurred in
12 the use of Agency property for Union meetings (i.e., call-
13 in/call-back, clean up) shall be paid by the Union; and 6) any
14 meetings shall be coordinated with the Security Office.
15 Union requests for meeting space shall be treated as any other
16 request for space. Agency meetings shall take precedence.
17

18 ARTICLE 5. UNION SECURITY.
19

20 Section 1
21

22 Pursuant to Section 4117.09 of the Ohio Revised Code, the
23 Employer shall deduct during the life of this Agreement, from the
24 wages of members in the bargaining unit, membership dues in Local
25 #544, Ohio Council 8, AFSCME and/or Professionals Guild of Ohio,
26 for each employee who has signed an authorization card for such
27 deductions.
28

29 Dues deductions shall be made in equal installments each pay
30 period. The Union(s) shall inform the Employer of the amounts to
31 be deducted under this Article.
32

33 All sums deducted shall be forwarded to the Local Union officers,
34 as designated by the Union, within ten (10) days after deductions
35 were made. The Employer shall not be responsible for conditions
36 in the County Auditor's office that cause delay.
37

38 Section 2
39

40 All employees in the Bargaining Unit, who are not members of the
41 Union, shall pay a Fair Share Fee in accordance with Section
42 4117.09(C) of the Ohio Revised Code. The Union(s) shall inform
43 the Employer of the amounts to be deducted under this Section.
44

45 O.R.C. 4117.09 states, "The deduction of fair share fee by the
46 public employer from the payroll check of the employee and its
47 payment to the employee organization is automatic and does not
48 require written authorization of the employee." Further, the
49 Ohio Collective Bargaining Act, repealed as of April 1, 1984,
50 O.R.C. 9.41 which allowed for voluntary revocation of the union
51 dues. It is the position of the Employer that these sections in
52 tandem represent a clear position that agency fees can be

1 collected by the Union and a duty is placed on members of the
2 bargaining unit to pay said agency fee to the Union.
3

4 Fair Share Fees shall be deducted in equal installments each pay
5 period from the wages of the bargaining unit employees who are
6 not members of the Union. The Union(s) shall inform the Employer
7 of the amounts to be deducted under this Section. However, the
8 amount of such Fair Share Fees shall not exceed the amount of
9 Union membership dues.
10

11 All sums deducted shall be forwarded to the Local Union officers,
12 as designated by the Union, within ten (10) days after the
13 deductions were made. The Employer shall not be responsible for
14 conditions in the County Auditor's office that cause delay.
15

16
17 Section 3
18

19 The Union agrees to indemnify the Employer and hold it harmless
20 against any and all suits, claims, demands, and liability for
21 damages or penalties that may arise out of or by reason of any
22 action that shall be taken by the Employer for purpose of
23 complying with the check off provisions of this Article.
24

25 **ARTICLE 6. NO-STRIKE PLEDGE.**
26

27 Section 1
28

29 The Union shall not, directly or indirectly, call, sanction,
30 encourage, finance and/or assist in any way, nor shall any
31 individual members instigate or participate, directly or
32 indirectly, in any strike, walkout, work stoppage or slowdown, at
33 any operation or operations of the Employer for the duration of
34 this Agreement.
35

36 Section 2
37

38 The Union shall cooperate with the Employer in continuing
39 operations in a normal manner and shall actively discourage and
40 endeavor to prevent or terminate any violations of paragraph 1.
41 In the event a violation occurs, the Union shall promptly notify
42 all employees that such action is prohibited and advise all
43 employees to return to work at once.
44

45
46 **ARTICLE 7. NO-LOCKOUT PLEDGE.**
47

48 Section 1
49

50 The Employer shall not lock out any employees for the duration of
51 this Agreement.

ARTICLE 8. LABOR-MANAGEMENT MEETINGS.

Section 1

The Employer's Executive Director or his/her designee shall meet on an as needed basis with representatives of the Union to discuss and attempt to resolve matters of concern.

Section 2

Composition of the total Labor-Management Meetings shall be limited to ten (10) representatives from both the Employer and the Union. Meetings shall be limited to no more than twice a month, except upon mutual agreement of the parties.

ARTICLE 9. NON-DISCRIMINATION.

Neither the Employer nor the Union and its officers and representatives shall discriminate for or against any employee on the basis of race, religion, color, national origin, sex, marital status, employee organization membership, handicap, disability, political affiliation, or age as such terms are defined by law or sexual orientation only as it relates to non-economic benefits provided by this agreement. There shall be no sexual harassment of employees. The Employer and the Union agree to abide by the provisions of applicable Federal, State, and local laws and executive orders regarding these matters. An employee may elect either to file a grievance or to file a charge or complaint with the appropriate State or Federal administrative body or court to redress alleged discrimination. However, once an election by the employee has been made, the employee is deemed to have waived all rights to later pursue alternative methods of redress.

ARTICLE 10. LAYOFF AND RECALL.

Section 1

When the Employer determines it is necessary to reduce the number of Bargaining Unit positions (other than through attrition of employees who resign, retire, are on leave, or are terminated for cause) because of:

- a. Lack of funds (a current or projected deficiency of funding);

- 1 b. Lack of work (a current or projected decrease in the
2 workload); or
3 c. Abolishment of positions (the deletion of positions
4 because of a lack of continued need for the
5 position(s)),

6 the procedures of this Agreement shall exclusively govern the
7 layoff of employees.

8
9 Section 2

10
11 Not later than forty-five (45) days prior to any anticipated
12 layoff of Bargaining Unit employees, the Employer shall notify
13 the Union. Upon request, Employer and Union representatives
14 shall meet and confer as soon as practicable in order to discuss
15 steps to prevent and/or minimize the layoff of employees (if
16 possible). Such steps shall include, but not be limited to:

17
18 A. Offering other Bargaining Unit positions to employees
19 in the affected classifications. Such an offer may only be
20 made to an employee who is qualified for the position being
21 offered. Seniority shall govern any choices among employees
22 for such an offer. An employee who moves to a position
23 in a different classification series shall serve a new
24 probationary period equal in length to the initial
25 probationary period established for that classification.

26
27 B. Assisting employees who may desire and may be qualified
28 to retire or resign.

29
30 C. Assisting employees in the affected classifications in
31 seeking and preparing for other employment.

32
33 Section 3

34
35 Order of layoff: In the classifications selected for layoff,
36 employees shall be laid off and have displacement rights in the
37 following order:

- 38
39 1. Part-time temporary employees
40 2. Full-time temporary employees
41 3. Intermittent employees
42 4. Part-time seasonal employees
43 5. Full-time seasonal employees
44 6. Part-time permanent employees
45 7. Full-time permanent employees

1
2 Section 4
3

4 Within the order of layoff, employees shall be retained, laid
5 off, and have displacement rights within their specific job
6 classification series on the basis of seniority, as defined in
7 Article 17 of this Agreement. The exception shall be when an
8 employee, who would be retained, does not possess the minimum
9 qualifications to perform the job responsibilities that remain.
10 In such cases, the Employer shall possess the burden of proof and
11 shall retain the most senior employee who is qualified to fill
12 the position remaining after the layoff. There shall be no
13 bumping or displacement rights from one job classification series
14 to another.
15

16 Section 5
17

18 An employee in a classification affected by the layoff shall
19 receive notice of his/her seniority date at least thirty (30)
20 calendar days prior to the effective date of the layoff. Any
21 alleged error regarding the employee's seniority date must be
22 brought to the attention of the Personnel Department within five
23 (5) working days of the issuance of the seniority notice.
24

25 Employee's notification of layoff or displacement will be made at
26 least fourteen (14) calendar days prior to the effective date.
27 The Employer shall also post a seniority list of the affected
28 classifications at least fourteen (14) calendar days prior to any
29 anticipated layoff. In the event of a tie in seniority, tie
30 breaker criteria will be as follows:
31

- 32 A. hire date;
33 B. date appointed to current classification series;
34 C. casting of lots (casting of lots to be conducted by a
35 representative of the Employer and the Union).
36

37 Section 6
38

39 The employee whose position is laid off or who is displaced shall
40 have the right to fill an available vacancy within the employee's
41 classification and appointment type, provided the employee
42 executes a written request to exercise displacement rights within
43 five (5) calendar days of notification of layoff. If a vacancy
44 does not exist in the employee's classification and appointment
45 type:

1
2 A. The employee may displace the employee with the least
3 amount of seniority in the same classification and the same,
4 then successively lower, appointment types, provided that
5 the displacing employee has more seniority than the
6 employee being displaced.
7

8 B. In the event displacement of a least senior employee in
9 the same classification is not possible, the employee may
10 displace into a vacancy in successively lower
11 classifications in the classification series.
12

13 C. If a vacancy does not exist in successively lower
14 classifications and the employee has greater seniority than
15 others in the classification series, the employee may
16 displace the employee with the least amount of seniority in
17 successively lower classifications and the same, then
18 successively lower, appointment types within the
19 classification series.
20

21 Section 7

22
23 An employee who displaces into a different position shall be paid
24 according to the pay range assigned to the position, with no
25 employee receiving more than the highest rate established for
26 that position. The employee shall be placed on the same numbered
27 step the employee was on prior to displacement.
28

29 Section 8

30
31 The Employer shall compile and post recall lists by seniority,
32 classification and appointment type. Laid off employees and
33 employees who displaced to a lower classification and/or
34 appointment type shall remain on recall lists for one (1) year
35 from the effective date of the layoff. The employee shall have
36 recall rights to the classification series from which the
37 employee was laid off or displaced. Recall shall be in the
38 reverse order of layoff. Employees must be qualified to perform
39 the responsibilities required for the position in order to be
40 eligible for recall. The Employer shall have the burden of proof
41 with regard to the employee's minimum qualifications for the
42 position.
43

44 The Employer shall notify the employee of recall by certified or
45 registered mail sent to the last place of residence shown on the

1 Employer's records. Each employee is responsible for providing
2 the Personnel Department with his or her current address. If the
3 Employer has not received the employee's written acceptance of
4 the offer of recall within ten (10) calendar days of the
5 postmark, the offer shall lapse and the employee shall be removed
6 from the appropriate recall list. If a laid off or displaced
7 employee declines recall to the classification and appointment
8 type he/she held prior to layoff or displacement, he/she shall be
9 removed from the recall list.

10
11 Section 9

12
13 The Employer has no Ohio Department of Administrative Services
14 filing obligations in relation to a layoff.

15
16 Section 10

17
18 Employees outside of the Bargaining Units who wish to displace
19 into a Bargaining Unit position may do so only on the basis of
20 seniority.

21
22 **ARTICLE 11. HEALTH AND SAFETY.**

23
24 Section 1

25
26 All employees shall have the right to work in safe and healthful
27 conditions. No employee shall knowingly be given any assignment
28 that is dangerous to his/her physical safety or health. However,
29 it is recognized by the Agency and the Union that, due to the
30 nature of the services and the clientele, it is not always
31 possible to know the circumstances in which an employee may be
32 involved. It is the responsibility of the employee to bring
33 concerns he/she may have to the attention of his supervisor so
34 that adequate precautions may be taken to prevent harm to him or
35 her co-workers. Nothing in this Article shall be construed as
36 granting to any employee any claim or cause of action against the
37 Employer and/or its agents in an Administrative or court process
38 for personal injury or property damage.

39
40 Section 2

41
42 An Ad Hoc Subcommittee of the Labor Management Committee shall be
43 established for the length of this contract beginning May 1, 1991
44 which time may be extended by the Employer or the Employer may
45 recall the subcommittee from time to time. The subcommittee will
46 be composed of three members appointed by the Employer and three
47 members appointed by the Union. The subcommittee shall consider
48 safety and health issues submitted by either party and shall make
49 recommendations to the Employer concerning those issues.

ARTICLE 12. GRIEVANCE PROCEDURE.

Section 1

A grievance shall be defined as a dispute between an employee(s) and/or the Union and the Employer concerning the interpretation or application of the terms of this Agreement. No matter subject to the grievance procedure may be filed with the State Personnel Board of Review.

Section 2

Grievances shall be presented in accordance with the following procedure:

Step 1. Informal Step: An employee with a grievance shall orally communicate his grievance within ten (10) working days of his/her knowledge of the alleged grievance to his/her supervisor and shall attempt to solve it informally. If additional time is required to investigate the circumstances, the supervisor shall have up to five (5) working days to answer the grievance informally.

Step 2. If the Grievant is not satisfied with the answer given in Step 1, he/she shall, within five (5) working days of receipt of the answer, reduce the grievance to writing and submit it to the Personnel Department. The written grievance shall identify (1) the aggrieved; (2) the facts; (3) all articles and sections believed to have been violated; (4) the informal attempt made to resolve the grievance at Step 1 and the answer at Step 1; and (5) the remedy sought. The Employer representative selected by the Personnel Department will ascertain the facts in a meeting with the Grievant and/or the representative of the Grievant and shall respond in writing within five (5) working days of the receipt of the grievance by the Personnel Department.

Step 3. If the Grievant is not satisfied with the answer given in Step 2, he/she shall within five (5) working days of receipt of the answer, forward the grievance form to the Director of Administration, and a meeting will be held within five (5) working days of his/her receipt of the form, with the Director of Administration or his/her designee and the Grievant and/or his representative. The Director of Administration or his/her designee will answer the grievance within five (5) working days following the date of the meeting.

Step 4. If the Grievant is not satisfied with the answer given in Step 3, he/she shall, within five (5) working days of receipt of the answer, forward the Grievance from the Personnel Department. The Grievance and all facts involved shall be forwarded to the Executive Director or his/her designee when the

1 Executive Secretary is unavailable due to vacation, illness or
2 leave of absence. The Executive Director or his/her designee
3 will, upon request, hold a hearing with the Grievant and the
4 Union representative within five (5) working days of the request
5 and submit a written answer to the Grievant within five (5)
6 working days of the hearing or receipt of the grievance if no
7 hearing is requested. The grievance may not be amended after
8 this level to the Executive Director or his/her designee.
9

10 Section 3
11

12 The Grievant shall have the right to process his/her grievance
13 himself or to be accompanied by a representative of the Union
14 during hearings or meetings relative to his/her written
15 grievance. Any meeting(s) will be scheduled at a mutually agreed
16 time. The Union shall be notified by the Employer and shall be
17 permitted to send an observer to all hearings in Steps 3 and 4.
18

19 Section 4
20

21 A group Grievance shall proceed immediately to Step 3 of the
22 grievance procedure. Group grievances shall list either the
23 names of all the individual grievants concerned or the types of
24 employees affected. It shall indicate that it is being processed
25 as a group grievance.
26

27 Section 5
28

29 The time limits provided for in the Agreement may be extended
30 only on mutual agreement of the parties. If the Grievant fails to
31 file or advance his Grievance within the time limits prescribed
32 by Section 2, the Grievance shall be considered as satisfactorily
33 answered by the last management representative responding to the
34 Grievance. If management fails to timely hold a hearing or
35 respond to a Grievance, the Grievance will be processed to the
36 next step of the grievance procedure.
37

38 Section 6
39

40 Should the Grievant not be satisfied with the written answer to
41 his grievance at Step 4, he may file a written request within
42 five (5) working days for arbitration on the grievance with the
43 President of the Union. Such request shall be considered by the
44 Union within thirty (30) days and the Union President shall
45 communicate the decision of the Union to the Director of Human
46 Resources.
47

48 Section 7
49

50 Within five (5) days following the receipt of the Union's request
51 for arbitration, the Union and the Employer shall either jointly
52 agree to an arbitrator or jointly request a list of seven (7)

1 impartial arbitrators from the Federal Mediation and Conciliation
2 Service.

3
4 The Employer and Union shall select an arbitrator by the
5 alternate strike method within ten (10) working days of receipt
6 of the list of seven (7) names submitted by the Federal Mediation
7 and Conciliation Service. The Employer and Union shall alternate
8 as the first to strike. Either the Employer or the Union shall
9 have the option to completely reject the Federal Mediation and
10 Conciliation Service list of arbitritors and request another list.
11

12 All other procedures relative to the hearing shall follow the
13 rules and regulations of the Federal Mediation and Conciliation
14 Service.
15

16 Any cost associated with obtaining a list of arbitrators shall be
17 equally shared by the Employer and Union.
18

19 If the parties mutually agree, the arbitration shall be held in
20 abeyance, pending the result of grievance mediation either
21 through the Federal Mediation and Conciliation Service, the State
22 Employment Relations Board or a similar agency.
23

24 Section 8 25

26 The arbitrator's sole function shall be to interpret this
27 Agreement and to determine whether the Employer or the Union is
28 failing to abide by its provisions. The arbitrator shall not
29 have any authority to change, amend, modify, supplement, or
30 otherwise alter the Agreement or any part thereof in any respect.
31 The arbitrator shall also apply any applicable Ohio Civil Service
32 Laws, policies of the Employer, and Rules and Regulations of the
33 Director of the Ohio Department of Administrative Services.
34

35 Section 9 36

37 It is expressly understood that the ruling and decision of the
38 arbitrator, within its function described herein, shall be final
39 and binding upon the parties, provided that such decision
40 conforms to State and Federal law and does not conflict with
41 Management's Rights as described in Article 3 of this Agreement.
42 The costs of any proofs produced at the direction of the
43 arbitrator, and rent, if any, for the hearing room, shall be
44 borne equally by the Employer and the Union. The expenses of any
45 witnesses shall be borne by the party calling for them. The fees
46 of the Court Reporter shall be paid by the party asking for one;
47 such fee shall be equally split if both parties desire a
48 reporter.
49
50
51
52

1 Section 10
2

3 The arbitrator shall render in writing, his/her findings and
4 award as quickly as possible after the hearing, and shall forward
5 such findings, award, and all supporting data to the office of
6 the Executive Director and/or his/her designee and the President
7 of the Union.
8

9 Section 11
10

11 In the event that the Employer desires to submit an issue to an
12 arbitrator it may do so directly and bypass the grievance
13 procedure.
14

15 **ARTICLE 13. EMPLOYEE DISCIPLINE.**
16

17 Section 1
18

19 No employee shall be given a written reprimand, be suspended,
20 reduced in pay or position, discharged or removed except for the
21 grounds stated in Section 124.34, ORC, nor shall the Employer
22 take any form of corrective action against any employee except
23 for just and reasonable cause.
24

25 Section 2
26

27 Progressive corrective action is the duty of the Employer,
28 however, disciplinary action may vary depending on the severity
29 of the offense. Corrective actions must be based on just and
30 reasonable cause, and be consistent with the laws and regulations
31 governing such actions. The Employer will give a copy of the
32 written corrective actions to the affected member.
33

34 Section 3
35

36 When a meeting is scheduled between an employee in the Bargaining
37 Unit and his/her supervisor for disciplinary purposes (e.g., oral
38 reprimand, written reprimand, suspension, discharges), the
39 employee will be advised in advance and allowed to have a
40 representative of the Union present. The Union President will
41 also be notified in advance of any meeting between an employee in
42 the Bargaining Unit and his supervisor which is held for
43 disciplinary purposes. In the event the recommended discipline
44 is suspension, demotion, or removal, a pre-disciplinary meeting
45 will be held. The employee and Union President will be notified
46 in advance of the meeting.
47

48 Section 4
49

50 Written reprimands will be removed from the employee's personnel
51 file after twelve (12) months from the effective date providing

1 there are no intervening disciplinary actions. Suspensions of
2 five (5) days or less will be removed after twenty-four (24)
3 months providing there are no intervening disciplinary actions
4 after the effective date.
5
6

7 **ARTICLE 14. EMPLOYEE EVALUATIONS.**
8

9 Section 1
10

11 Each employee of the Employer will be evaluated by the immediate
12 supervisor no less often than annually to assess his current job
13 assignments, identify performance areas requiring improvement, to
14 establish performance objective for the next evaluation period,
15 and to develop a plan for improvement of performance.
16

17 Section 2
18

19 Prior to the evaluation conference between the immediate
20 supervisor and the employee, the employee will be provided with a
21 copy of the current evaluation form to allow the employee input.
22 Upon completion of the employee's evaluation conference with
23 his/her supervisor, he/she will be provided with a copy of the
24 evaluation to be reviewed by him/her. After reviewing, should
25 the employee desire to submit a written reply, he/she must do so
26 within five (5) working days. If such a reply is submitted
27 within this time frame (five working days), it shall be attached
28 to the evaluation and accompany it through all Employer channels
29 and become part of the employee's permanent personnel record.
30

31 Section 3
32

33 Upon being reviewed by all the appropriate levels of the
34 Employer, the Personnel Department will send a copy of any
35 attachments to the employee for his/her records. Should there be
36 any written statements at levels of supervision higher than the
37 immediate supervisor that become part of the evaluation, the
38 employee will be provided the opportunity to respond within two
39 (2) working days and such a response will also be part of the
40 evaluation.
41

42 Section 4
43

44 An employee who is on authorized unpaid leave of absence for more
45 than two (2) weeks who returns to the same classification, shall
46 have his/her annual anniversary date extended in an amount equal
47 to the time spent on unpaid leave. That date shall be his/her
48 annual evaluation date.
49
50
51

1 Section 5
2

3 It is recognized by the Employer and the Union that the personal
4 life of any employee should reflect a standard expected of Public
5 Employees who are responsible for the lives of children.
6 However, each employee's life style is that individual's choice,
7 provided that such life style shall not prevent the employee from
8 performing the duties assigned to him/her by the Agency.
9

10 Section 6
11

12 An evaluation system shall be developed by the Employer in
13 consultation with the Union. Said evaluation system shall
14 provide a numerical rating of employee work performance and shall
15 be designed so that a sound, objective assessment of the job
16 performance of the employee may be rendered through its use.
17

18 Section 7
19

20 The probationary period of an individual employee may be extended
21 only upon the written agreement of the Employer, the individual
22 employee and the Union.
23

24 Section 8
25

26 The decision whether to terminate any employee during his or her
27 probationary period or whether to terminate or continue the
28 employment of any employee at the end of his or her probationary
29 period is solely within the discretion of the Employer. The
30 termination of a probationary employee is not subject to review
31 through the grievance procedure contained in this agreement, nor
32 may the decision be reviewed or reversed by an arbitrator or
33 arbitration panel under this agreement.
34

35 **ARTICLE 15. JOB AUDIT.**
36

37 Section 1
38

39 All employees shall be properly classified. If an employee feels
40 he/she is not properly classified, he/she may request, in
41 writing, a job audit. The request shall be sent to the Personnel
42 Director. Within five (5) work days of receipt of the request,
43 the Personnel Director shall interview the employee. The
44 employee may have a Union representative present at the
45 interview. Based upon the employee's job duties and the current
46 classification, the Personnel Director shall render a decision.
47 The decision shall be in writing, and sent to the employee and
48 the Union President within twenty (20) work days of the
49 interview. If the Personnel Director decides to re-classify an
50 employee, the employee shall be placed in the new classification
51 at the beginning of the pay period following the decision. In
52 the event there is not a classification that accurately describes

1 an employee's job duties, the Employer and the Union shall meet
2 to negotiate a new classification and a rate of pay.
3

4 Section 2
5

6 Employees shall not be reclassified to a lower position.
7

8 Section 3
9

10 Job duties shall not be taken away from the employee during the
11 audit procedure.
12

13 Section 4
14

15 An employee shall have the right to appeal the decision to Step 4
16 of the grievance procedure within ten (10) work days of the
17 receipt of the decision.
18

19 ARTICLE 16. PERSONNEL FILES.

20 Section 1
21

22 Employees will be allowed to review their personnel files and
23 examine those evaluations that are directly related to the
24 performance while an employee of the Employer, and/or other
25 material that may be part of their personnel file that relates to
26 their employment with the Employer. Such a request is to be
27 directed to the Personnel Department, making it known to the
28 Supervisor of Personnel that they wish to review their personnel
29 file.
30

31 Section 2
32

33 Employees shall be provided with a copy of any materials that
34 will become part of their permanent personnel record while an
35 employee of this Employer. At that time, the affected employee
36 may appeal the inclusion of such material pursuant to Article 12.
37

38 Section 3
39

40 Confidentiality of personnel information shall be respected in
41 all actions related to one's employment in this Agency.
42

43 ARTICLE 17. POSTING.

44 Section 1
45

46 When a vacancy occurs in the Bargaining Unit and the Employer
47 determines to fill that vacancy, the Employer shall post a notice
48 of said vacancy on appropriate bulletin boards in all facilities
49 for a period of five (5) working days, including the day of
50 posting. Of the five (5) working days, not more than three (3)
51 working days shall be in any one week. However, if the vacancy

1 is for a part-time, intermittent position, it shall be posted for
2 three (3) days, including the day of posting. Temporary
3 positions shall not be posted. A vacancy shall be defined as a
4 newly established bargaining unit position or an existing
5 bargaining unit position in which there is no incumbent. The
6 position announcement shall state the following: 1) the Agency
7 position title; 2) classification, grade and salary position; 3)
8 location; 4) principal accountabilities (complete job description
9 applies); 5) required qualifications; 6) deadline for submitting
10 application; 7) Regular hours of work are...; 8) other
11 information deemed appropriate by the employer.
12

13 Section 2
14

15 The Employer need not consider applications received after the
16 required posting period. Further, the Employer is not obligated
17 to fill any Driver position with an employee who has a
18 demonstrated inability to successfully perform the duties of the
19 position. A "demonstrated inability" is defined as: 1) the
20 failure to successfully complete an initial probationary period
21 for a same or *similar position within (2) two years of the
22 posting date of the present position, or 2) the failure to
23 successfully complete a second probationary period for the same
24 or *similar position. Conditions set above may only be waived
25 upon approval by both the Employer and Union.
26

27 *Similar positions are defined as Vehicle Handler, Family Visits
28 Manager, and Utility Person.
29

30 Section 3
31

32 Applications from employees and non-employees alike shall be
33 submitted to the Personnel Department for preliminary screening.
34 The Employer reserves the right to extend the deadline for
35 submitting applications in the event that no qualified applicants
36 apply. A temporary employee who resigns or whose work assignment
37 is shortened due to documented performance problems, attendance,
38 tardiness or other work related issues, is not a qualified
39 applicant for purposes of this Article.
40

41 Section 4
42

43 Upon receipt of the application and completion of screening,
44 applicants shall be considered as follows: first consideration
45 shall be given to timely in-Agency permanent applicants in the
46 same classification and in the same paygrade as the posted
47 position who meet the minimum qualifications ; second
48 consideration shall be given to timely in-Agency permanent
49 applicants who are in the same paygrade but not the same
50 classification ; third consideration shall be given to those
51 timely qualified in-Agency permanent applicants who desire the
52 position as a promotion; fourth consideration shall be given to

1 those timely in-Agency applicants who desire as a demotion; fifth
2 consideration shall be given to those timely in-Agency applicants
3 who are in the last thirty (30) days of temporary employment or
4 who are no longer employed by the Employer, but have been
5 temporary employees within three (3) months preceding posting of
6 the position; sixth consideration may be given to those
7 applicants outside the Agency, if any, who timely applied for the
8 vacant position. If no qualified person applies for the job, the
9 Employer shall have the option of assigning the least senior
10 employee with the Agency within the same job classification to
11 the job.
12

13 Section 5
14

15 The Employer shall first offer the vacant position to in-Agency
16 applicants in the same classification as the vacancy who desire
17 the position as a lateral transfer in order of their seniority.
18 When the least senior of such in-Agency applicants has refused
19 the position or if there are no applicants in the same
20 classification, the Employer shall then offer the position to in-
21 Agency applicants applying for the position as promotion as
22 follows:
23

24 Points shall be awarded to such applicants for seniority and
25 performance.
26

27 A. Seniority -- 3 points to the most senior employee
28

29 2 points to the second most senior employee
30

31 1 point to the third most senior employee
32

33 B. Performance - 3 points to the employee with the best average
34 score on all non-probationary evaluations given
35 to him/her for up to three years previous to
36 the date of his/her application.
37

38 2 points to the employee with the second best
39 such score.
40

41 1 point to the employee with the third best
42 such score.
43

44 The performance points may only be awarded
45 following the adoption of a system of employee
46 evaluation other than the one in effect on
47 January 31, 1982, in accordance with Section 6
48 of Article 14.
49

50 The position shall be offered to the applicants in order of the
51 total number of points they have, beginning with the highest. In
52 the event that any employees have the same number of points, the

1 employee with the highest seniority shall be offered the
2 position. If the three highest applicants refuse the position,
3 the remaining applicants shall then be rated following the
4 procedure outlined above. This procedure shall be followed until
5 the list of in-Agency applicants is exhausted. When the least
6 senior of such applicants has refused the position or if there
7 are no applicants requesting the position as a promotion, the
8 position shall be offered to those qualified in-Agency applicants
9 who desire the position as a demotion in order of their
10 seniority. If no permanent employee has applied for or accepted
11 the position, it will then be offered to qualified, in-Agency
12 applicants who are temporary employees, in order of their
13 seniority, who are in the last thirty (30) days of temporary
14 employment or who are no longer employed by the Employer, but
15 have been temporary employees within three (3) months preceding
16 the posting of the position. The Employer may then offer the
17 position to qualified applicants from outside the Agency. The
18 provisions in Article 17, section 4 will apply within this
19 section.
20

21 Section 6
22

23 When a position is permanently moved from one work unit to
24 another work unit or from one work schedule to another work
25 schedule (without any change in position title, classification,
26 grade, salary position, principal accountabilities, or required
27 qualifications), the Employer shall first offer the position to
28 the employees in the work unit or on the work schedule from which
29 the position is to be taken. The position shall be given to the
30 most senior such employee desiring it. If no such employee
31 desires the position, the least senior employee shall be assigned
32 to the position.
33

34 Section 7
35

36 Seniority shall be defined as the uninterrupted length of
37 continuous service with the Agency. A termination of employment
38 lasting less than sixty-one (61) days shall not constitute a
39 break in continuous service. Once continuous service is broken,
40 unless the employee is reinstated, the employee loses all
41 previously accumulated seniority. An authorized leave of absence
42 does not constitute a break in continuous service provided the
43 employee returns to service following the expiration of the
44 leave. However, time spent on unpaid leave of absence beyond
45 thirty (30) days, shall not be counted in determining accumulated
46 seniority.
47

48 Section 8
49

50 The Union President shall receive a copy of every job posting
51 within five (5) days after it is posted throughout the Agency.

1 The Union President shall also be notified within five (5) days
2 when the job has been filled and by whom. If the Employer does
3 not plan to fill a vacancy, the Union President shall be notified
4 as soon as possible.
5

6 Section 9
7

8 When an employee successfully bids into a promotional position,
9 he or she shall earn the higher rate of pay beginning on the
10 first day of the first full pay period in which the employee is
11 in the position.
12

13 Section 10
14

15 Employees shall not be permitted to move from their initial
16 position during their first year of service with the agency
17 unless approved by the employee, management and the Union. After
18 the initial period, employees will be permitted only one (1)
19 voluntary lateral transfer in any three hundred sixty five (365)
20 day period. However, if an employee's position is abolished, any
21 transfer agreed to by the employee as a result of that
22 abolishment shall not be counted for purposes of this Section.
23 Furthermore, an employee whose position is abolished shall be
24 permitted up to one (1) additional voluntary transfer (for a
25 total of two) the three hundred sixty five (365) day period
26 following the abolishment.
27

28 Section 11
29

30 Once an employee has been notified that he/she is the successful
31 candidate for a position, the employee shall have two (2) work
32 days to either accept or reject the position. Any successful
33 candidate who does not accept within the two (2) work days
34 period, will be deemed to have rejected the position.
35

36 Section 12
37

38 If the Employer intends to implement additional or different
39 minimum qualifications for Child Welfare Caseworker positions,
40 the Employer shall first discuss with the Union such additional
41 or different proposed minimum qualifications. The Employer, in
42 good faith, shall consider suggestions made by the Union. In the
43 event the Employer and Union cannot reach agreement regarding
44 such proposed additional or different minimum qualifications, the
45 Employer may implement its last position and the Union will have
46 the right to bargain regarding such implemented additional or
47 different minimum qualifications when the next successor
48 agreement is bargained.
49
50
51

1 Section 13
2

3 No employee may apply for or retain a driver's position unless
4 the employee is drug free, has a valid driver's license, and has
5 not received six (6) points or more on his/her driving record in
6 the previous 24 months. Any employee who is not eligible to
7 retain a driver's position may bid for one year, on any posted
8 position for which he/she is qualified. If the employee cannot
9 successfully bid for a position within 30 days, the employee
10 shall be laid off and the Employer will not contest unemployment.
11

12 Section 14
13

14 Training Unit graduates may be assigned to fill vacancies in
15 other agency departments after permanent employees have an
16 opportunity to fill the vacancy pursuant to this Article. The
17 assignment of Training Unit graduates to units is solely at the
18 discretion of the Employer. Upon request, the Union has the
19 right to an explanation.
20
21

22 **ARTICLE 18. HOURS OF WORK.**
23

24 Section 1
25

26 The normal agency work week shall be thirty-five (35) work hours
27 consisting of five (5) seven (7) hour work days. Employees shall
28 not be paid for lunch time. Social workers in consultation with
29 supervisors may work a flexible work day within the seven (7)
30 hour day.
31

32 Section 2
33

34 In the event that an employee works beyond seven (7) work hours
35 in a day, the employee shall receive straight time for the first
36 hour and time and one-half for all hours thereafter. In the
37 event that an employee works beyond forty (40) hours in a week,
38 the employee shall receive time and one-half for all hours beyond
39 forty (40). The employee may choose to be paid or to receive
40 compensatory time. All overtime shall have prior supervisory
41 approval.
42
43
44
45
46
47
48
49
50

ARTICLE 19. WAGES.

Section 1

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

Range	Job Title	Civil Service Title
2	Custodian*	Custodial Worker
	Family Visits Support Worker*	Custodial Worker
	Laborer	Laborer
3	Laborer 2*	Laborer
	Stores Clerk*	
4	File Clerk*	
	Message Center Receptionist*	Telephone Operator 1
	Storekeeper/Inventory Control*	Storekeeper 1 (Classification for Maintenance Utility & Inventory Control)
	Utility Person 1*	Stores Clerk
5	Casework Clerk	Clerk 1
	Clerical Services Clerk	Clerk 1
	Driver	Vehicle Operator 1
	Family Visits Manager	Child Welfare Aide
	Health Services Specialist	Clerical Specialist
	Mail Clerk	Mail Clerk/Messenger
	Message Ctr. Reception/Clerk	Telephone Operator 1
	Message Ctr. Reception/Typist*	Telephone Operator 1
	Profile Clerk	Clerical Specialist
	Records Clerk (Clerical Svcs)	Clerk 1
	Records Clerk (Placement)	Clerk 1
	Storekeeper 2*	
	Technical Typist 1*	Technical Typist
	Typist 2*	Typist 2
Unit Information Coordinator*	Clerical Specialist	
Utility Person 2*	Stores Clerk	
Vehicle Handler*	Automotive Service Worker	

1	6	Ad Review Clerk	Clerical Specialist
2		Adoptions Clerk	Clerical Specialist
3		Clerical Asst-Adol/Ther Foster	Clerical Specialist
4		Clerical Asst-Clerical Svcs/Assts.	Clerical Specialist
5		Clerical Asst-Comm Spec/Fam Aide*	Clerical Specialist
6		Clerical Asst-Family Services	Clerical Specialist
7		Clerical Asst-Foster, IL	Clerical Specialist
8		Day Care Clerk	Clerical Specialist
9		Family Outreach Clerk*	Clerical Specialist
10		Inventory & Supply Clerk	Storekeeper 1
11		Maintenance Repair 1*	Maintenance Repair
12			Wkr 1
13		Print Shop Operator*	Printing Machine
14			Operator 1
15		Recruitment/Training Cler. Asst	Clerical Specialist
16		RTC Clerk	Clerical Specialist
17		Technical Typist 2*	Technical Typist
18		Title XX Clerk*	Clerical Specialist
19			
20	7	Data/Word Processing Specialist	Data Entry Oper. 2
21		Legal Clerical Assistant	Word Processing
22			Specialist 1
23		Records Specialist	Clerk 1
24		Resource Staffing Clerk	Clerical Specialist
25			
26	8	Title IV-E Reimbursement Processor	Clerical Specialist
27			
28	9	CW Caseworker 1*	
29		Intake Information Coordinator	Statistics Clerk
30			
31	10	Maintenance Repair 2*	Maintenance Repair 2
32		PC Assistant*	Software Spec. 1
33			
34	10A	ADAPT Support Worker*	CW Caseworker 2
35		Community Specialist	CW Caseworker 2
36		Day Care Caseworker	CW Caseworker 2
37		Family Advocate Worker	CW Caseworker 2
38		Family Aide*	CW Caseworker 2
39		Placement Caseworker	CW Caseworker 2
40		Youth Advocate	CW Caseworker 2
41			
42	11	PC Support Specialist	Software Spec. 1
43			
44			
45			

1	11A	ADAPT Caseworker*	CW Caseworker 3
2		Adolescent Foster Home Worker	CW Caseworker 3
3		Adolescent Outreach Worker*	CW Caseworker 3
4		Adopt Home Study Caseworker	CW Caseworker 3
5		Adopt Placement/CW of Record	CW Caseworker 3
6		Assessment Caseworker	CW Caseworker 3
7		Casework Trainee	CW Caseworker 3
8		Family Outreach Worker*	CW Caseworker 3
9		Family Services Caseworker	CW Caseworker 3
10		Foster Care Worker	CW Caseworker 3
11		Foster Home Study Caseworker	CW Caseworker 3
12		GIFT/Adol Foster Home Wkr	CW Caseworker 3
13		Independent Living Caseworker	CW Caseworker 3
14		Intake Specialist	CW Caseworker 3
15		Night Intake/Assessment CW	CW Caseworker 3
16		One Church/One Child Rec Spec	CW Caseworker 3
17		School Social Work/Assmt CW	CW Caseworker 3
18		Sexual Abuse Assessment CW	CW Caseworker 3
19		Special Placements Caseworker	CW Caseworker 3
20		Ther Foster Care Worker	CW Caseworker 3
21			
22			
23	12	Child Welfare Caseworker 4*	
24		Psychologist*	
25			
26	13	Assmt/Law Enforcement Liaison Criminal Investigator 2	
27		Court Specialist	CW Caseworker 3
28			

29 NOTES: For the present, all Child Welfare Caseworkers will be
30 assigned to classifications as follows:
31

32 C.W. Caseworker 3 - DFS, Abuse Assessment, Intake, Court
33 Specialist, Relative Placement, M.C.C., C.E.C.U. Social Worker,
34 Recruitment and Licensing
35

36 C.W. Caseworker 4 * - Therapeutic Services, Group Worker
37

38 * Indicates job titles not currently being used
39
40

41 Qualifications will be as follows:
42

43 C.W. Caseworker 3 - Bachelor's Degree with major in social work
44 or a related field and no experience.
45

1 C.W. Caseworker 4 - Master's Degree in a related field and 2
2 years experience.
3

4 All employees will be placed in the pay range as indicated on the
5 attached schedules.
6

7
8 Employees shall be placed in the pay range as indicated above.
9 Effective the first full pay period after May 1, 1997, all
10 bargaining unit members shall receive a three percent (3%)
11 general wage increase which is reflected on the attached wage
12 scale (Appendix A).
13

14 Employees shall receive step increases on their anniversary dates
15 in 1997 unless they are at or above the top step in the assigned
16 pay range.
17

18 Section 2

19

20 Effective the first full pay period after January 1, 1998,
21 employees will move to the new step system (Appendix B) by going
22 to the step closest to, but not less than, their existing wage
23 rate. Employees shall also receive step increases on their
24 anniversary dates in 1998 unless they are at or above the top
25 step in the assigned pay range. Wages for red circled employees
26 shall remain the same.
27

28 Topped out and red lined employees who will not receive a step
29 increase in 1998 will receive a three percent (3%) lump-sum
30 payment on their base salary payable the first full pay period
31 following May 1, 1998, provided the employee was in the
32 bargaining unit the entire year preceding the payment. All other
33 employees will receive a payment of \$300 payable the first full
34 pay period following May 1, 1998, provided the employees were in
35 the bargaining unit the entire year preceding payment.
36

37 Section 3

38

39 Effective the first full pay period after May 1, 1999, all
40 bargaining unit members shall receive a three percent (3%)
41 general wage increase which is reflected on the attached wage
42 scale (Appendix C).
43

1 Employees shall receive step increases on their anniversary dates
2 in 1999 unless they are at or above the top step in the assigned
3 pay range.

4
5 Section 4

6
7 PERS pick up shall be as follows: the Employer shall designate
8 each bargaining unit employee's mandatory contribution to PERS of
9 Ohio as "picked up" by the Employer as contemplated by Internal
10 Revenue Service Rulings 77-462 and 81-36, although they shall
11 continue to be designated as employee contributions as permitted
12 by Attorney General Opinion 82-097, in order that the amount of
13 the bargaining unit employee's income reported by the Employer as
14 subject to federal and Ohio income tax shall be the employee's
15 total gross income reduced by the then current percentage amount
16 of the bargaining unit employee's mandatory PERS contribution
17 which has been designated as "picked up" by the Employer, and
18 that the amount designated as "picked up" by the Employer shall
19 be included in computing final average salary, provided that no
20 employee's salary is increased by such "pick up" nor is the
21 Employer's total contribution to PERS increased thereby.

22
23 Section 5

24
25 A Driver who begins work at 4:30 p.m. or later shall receive a
26 2nd shift differential of \$.45/hr. A Driver who begins work at
27 12:30 a.m. or later shall receive a 3rd shift differential of
28 \$.55/hr.

29
30
31 **ARTICLE 20. ON CALL PAY.**

32
33 Section 1

34
35 Employees required to be in an on call status shall be
36 compensated at the following rates:

37
38 Monday through Thursday - \$30.00 per day excluding holidays
39 Friday, Saturday, Sunday & Eve day before holiday -\$45.00 per day
40 Holidays/Agency Emergency Closings - \$52.50 per day
41

42 Section 2

43
44 The employee who is in an on call status and is required to
45 perform in-person call, shall be compensated at his/her regular
46 rate of pay (i.e., the rate paid the employee during his/her
47 normal 35 hour work week) on the following basis:

1
2 Three (3) hours pay (straight time) for the first
3 investigation/placement and time and one half for time spent on
4 subsequent investigations/placements. If the first
5 investigation/placement requires more than three (3) hours,
6 workers will be paid time and one half for additional time spent
7 in the field on that case.
8

9 Section 3
10

11 Crisis workers will be paid one-half hour's wages (straight time)
12 for each intake call written up as a referral but not
13 investigated by a crisis worker (simple intakes). These intake
14 calls must subsequently be accepted as referrals by the Crisis
15 supervisor. The written referrals resulting from intake calls
16 must be accepted as valid referrals by the Crisis supervisor for
17 compensation to be approved.
18

19 Section 4
20

21 In the event a second crisis worker is called as a back-up to the
22 on-call employee, the second employee shall be compensated at the
23 rates described in Section 2 and 3.
24

25 Section 5
26

27 There shall be no pay differential for after midnight calls.
28
29

30 **ARTICLE 21. CALL BACK PAY.**
31

32 When an employee is called back to work before or after his/her
33 regular shift, the employee shall be guaranteed a minimum of
34 three (3) hours pay, at the appropriate rate of pay.
35

36 **ARTICLE 22. BI-LINGUAL SUPPLEMENT.**
37

38 Employees who are required by the Employer to use a language
39 other than English in the course of client contact or other
40 duties, shall be paid an additional one dollar (\$1.00) per hour.
41
42

43 **ARTICLE 23. VACATION AND HOLIDAYS.**
44
45

46 Section 1
47

48 Full time employees shall earn vacation according to the
49 following schedule:
50

YEARS OF SERVICE	DAYS OF VACATION
------------------	------------------

Less than 1.....	0 work days
1-4.....	15 work days
5-19.....	20 work days
20 or more.....	25 work days

Vacation shall be earned and credited to employees on a prorated basis each biweekly pay period. Such leave shall be administered in conformity with the Ohio Revised Code and the Rules and Regulations of the Department of Administrative Services.

Section 2

Part time employees shall receive pro-rated, paid vacations based on the above schedule.

Section 3

Full time employees are entitled to the following holidays with pay:

- January 1
- Third Monday in January
- Third Monday in February
- Last Monday in May
- July 4
- First Monday in September
- Second Monday in October
- November 11
- Fourth Thursday in November and the Friday following
- December 25

Part time employees (21 or more hours/week) are entitled to the following holidays with pay:

- January 1
- July 4
- 4th Thursday in November
- Friday following 4th Thursday in November
- December 25

Payments for the holiday will be for the normally scheduled hours not to exceed 4 hours. The part time employee shall not work on the holiday unless approved in advance by the Employer. Part time employees shall be reimbursed at one and one half their normal rate of pay in addition to holiday pay for such holidays worked.

1 Holiday leave shall be administered in conformity with the Ohio
2 Revised Code and the Rules and Regulations of the Department of
3 Administrative Services.
4
5

6 **ARTICLE 24. MILEAGE REIMBURSEMENT.**
7

8 Section 1
9

10 With prior supervisory approval, employees shall be reimbursed at
11 a rate of twenty-two and one-half (22.5) cents per mile or at the
12 rate permitted for deduction by the Internal Revenue Service,
13 whichever is greater, for the use of their personal motor
14 vehicles to conduct authorized Employer business. Reimbursement
15 shall be made on the basis of miles driven.
16

17 Section 2
18

19 The Employer will reimburse employees for parking expenses when
20 such parking has received prior supervisory authorization and a
21 valid receipt of expenditure is presented.
22

23 **ARTICLE 25. FRINGE BENEFITS.**
24

25 Section 1
26

27 The Employer agrees to maintain a life insurance plan (\$40,000).
28 The Employer agrees to maintain the same family hospitalization
29 plans, family dental plan, and prescription drug cards plan for
30 all full time employees as are provided by the Lucas County
31 Commissioners. In the event of a change in or deletion of
32 benefits* provided by the Lucas County Commissioners, either
33 party may reopen the contract to negotiate whether those changes
34 or deletions should be made. Both parties shall have ten (10)
35 days after the Employer notifies the Union of a change in or
36 deletion of benefits in which to serve a notice to negotiate.
37 Unless the notice to negotiate is timely sent, the contract
38 cannot be reopened. Unless and until altered by bargaining, the
39 changes in benefits provided by the Lucas County Commissioners
40 may be provided by the Employer to full time employees, but
41 benefits no longer provided by the Lucas County Commissioners may
42 not be provided by the Employer. Family Aides will be provided
43 full time benefits regardless of the number of hours worked.
44

45 *The word "benefits" as used herein includes costs; i.e., co-
46 payments and deductibles.
47
48
49
50
51

1 Section 2
2

3 Employees who work less than thirty-five (35) hours but not less
4 than twenty-four hours per week, shall be provided with single
5 coverage Blue Cross/Blue Shield, Major Medical, Dental and
6 Prescription insurances, twenty thousand dollars (\$20,000) in
7 life insurance, and prorated, paid vacations. Employees who
8 desire coverage for their dependents may do so by having the
9 additional cost deducted from their pay.
10

11 Section 3
12

13 If at least one HMO provides optical coverage, the Employer will
14 not offer a stand alone policy. In the event that all HMOs drop
15 optical coverage, the Employer agrees to provide a stand alone
16 optical plan to full time employees.
17

18 Section 4
19

20 The Employer will honor the current state law regarding the
21 liability of its employees. The Employer has the right to
22 purchase liability insurance for one or more of its employees.
23

24 Section 5
25

26 If a full time employee with ten (10) or more years of service
27 with the Employer receives a disability retirement from PERS, the
28 Employer shall pay sixty percent (60%) of the employee's daily
29 wage (7 hours per day at the regular rate of pay) not to exceed
30 thirty (30) work days if the following conditions are met: 1)
31 There is a period of one or more work days between the date of
32 disability as established by PERS and the effective date of the
33 commencement of PERS disability retirement benefits; and 2) the
34 employee has exhausted all available paid leaves prior to the
35 effective date of the disability retirement as determined by
36 PERS; and 3) the employee has not received and is not eligible
37 to receive compensation for wages or lost wages from the
38 Employer, or worker's compensation, or benefits from PERS or any
39 third party; and 4) the days for which compensation is sought
40 are regulary scheduled work days. In the event the Employer pays
41 the employee pursuant to the provisions of this section and it is
42 later determined that the employee is entitled to receive
43 compensation from a third party for lost wages, the Employer
44 shall be subrogated to the rights of the employee to recover lost
45 wages to the extent that payment has been made by the Employer
46 pursuant to this section. At the election of the employee, this
47 benefit shall not be available or shall be reduced if it results
48 in reducing or eliminating the employee's PERS disability
49 retirement benefit.
50
51
52

ARTICLE 26. SICK LEAVE AND LEAVE OF ABSENCE.

Section 1

All sick leave and leave of absence procedures utilized by the Employer shall be consistent with the Rules and Regulations of the Department of Administrative Services and the Ohio Revised Code.

Section 2

A copy of the Rules and Regulations of the Department of Administrative Services and the Ohio Revised Code governing sick leave and leave of absence for employees shall be available in the Personnel Office.

Section 3

Upon retirement (PERS) or death of an employee eligible to retire (PERS), he/she or the estate will be reimbursed one-fourth (1/4) of accumulated but unused sick time up to a maximum of 65 days.

Section 4

In addition to the mandatory requirements of FMLA, the Employer shall grant a leave of absence, without pay, for child care of a newborn and/or the care of a newly-adopted child. Combined FMLA and Employer granted leave shall not exceed six (6) months. The employee must notify (when possible) the Employer in writing at least thirty (30) calendar days in advance of the date the leave is to commence. Employees on a child care leave will return only to vacant positions for which they are qualified.

Employees on leave will not be eligible for health insurance benefits unless the employee elects to retain insurance by making pro rata monthly payments to the Employer of one hundred percent (100%) of premium payments. Upon election to continue insurance, the employee must pay in advance, the monthly premium payment to the Employer on or before the tenth (10th) day of the month. Failure to timely pay premiums when due shall permit the Employer to cancel insurance coverage for the employee. Employees whose maternity/paternity leave exceeds three (3) months and who have not already had two (2) months of insurance provided by the Employer while in unpaid status during the previous twelve (12) months shall be eligible for the following benefit: If the employee remains employed by the Employer for one year after return from leave, and had a minimum of four (4) years of

1 continuous employment with the Employer at the time of the leave,
2 the Employer shall reimburse to the employee the first two (2)
3 months of premiums paid by the employee, that, but for the leave,
4 would have been paid by the Employer.
5

6 The employee will retain unused sick leave credit while on leave,
7 but will not accrue additional sick leave while on leave. The
8 employee will not be entitled to any other leave provided by this
9 Agreement while on child care leave.
10

11 Section 5 12

13 Employees returning from an approved leave shall return to the
14 same or similar position if the leave exceeds 120 calendar days
15 but does not exceed 180 calendar days. A similar position shall
16 be a position with the same hours, same shift, and either the
17 same job description or in the same department. Employees
18 returning from an approved leave within 120 calendar days shall
19 return to the same position. Employees returning from an
20 approved leave of greater than 180 calendar days shall be
21 returned to a position with the same hours and same shift within
22 the same classification.
23

24 ARTICLE 27. PERSONAL LEAVE. 25

26 Employees shall be granted one (1) day leave with pay annually
27 for personal or family business upon notification of the
28 employee's supervisor. Personal leave shall not be accumulated.
29

30 ARTICLE 28. MISCELLANEOUS WORKING CONDITIONS. 31

32 Section 1 33

34 All offices will have locks on the doors for which keys shall be
35 provided to the employees.
36

37 Section 2 38

39 One Rest Room in the DFS Building will be locked with keys
40 available to the employees.
41

42 Section 3 43

44 Adequate parking conditions will be maintained.
45

46 Section 4 47

48 Employees shall be provided with efficient available equipment
49 and supplies for use in carrying out their assigned duties.

1
2 Section 5
3

4 Smoking is prohibited in agency buildings, vehicles, and personal
5 vehicles when transporting clients. The Employer will provide in
6 1994 and 1995 a smoking cessation program for those employees who
7 do not have access to a smoking cessation program paid for by an
8 HMO.
9

10 ARTICLE 29. BREAK ROOM.
11

12 All employees shall be provided with adequate, convenient break
13 space. Employees shall be relieved of all duties, including on-
14 call duties while on break or lunch. Employees may leave the
15 premises for their breaks and lunch. If an employee is called
16 back to work during his/her break or lunch, he/she shall be paid
17 for that time at the appropriate rate of pay.
18

19
20 ARTICLE 30. MAINTENANCE EMPLOYEE.
21 MISCELLANEOUS PROVISIONS
22

23 Section 1
24

25 All maintenance employees classified as Laborer, Utility Person,
26 Vehicle Handlers or Maintenance Repairperson shall be given an
27 allowance toward the purchase of safety shoes. This allowance
28 shall be the current price plus tax and shipping for shoes with
29 style number 1618 for low-top shoes and style number 6904 for
30 high-top shoes. Styles are from the Lehigh 1991 Footwear
31 Directory, Catalog No. 45.
32

33 Section 2
34

35 The Maintenance Department will maintain an adequate supply of
36 rain gear, gloves, and coveralls to be used when required on the
37 job.
38

39 Section 3
40

41 Overtime opportunities shall be distributed equally among
42 employees qualified to perform the work, and such opportunities
43 shall be rotated by seniority.
44

45 An overtime rotating list shall be maintained and made available
46 to the employees upon their request.
47

48 Emergency call-ins shall be counted as overtime hours and shall
49 be equalized as much as possible among employees qualified to
50 perform the work.
51

1 Section 4
2

3 Employees classified as Maintenance Repair Worker 1, 2, Laborer,
4 Maintenance Utility Person, Store Clerk, Vehicle Handlers and
5 Storekeeper shall receive time and one half his/her regular rate
6 of pay for all hours worked in excess of thirty five (35) hours
7 in a week. The employee may choose to be paid or receive
8 compensatory time.
9

10 Section 5
11

12 All Maintenance Repairworkers 1 and 2, Laborers 1 and 2,
13 Maintenance Utility Persons, Store Clerks, Storekeepers,
14 Custodians, Inventory Clerks, Laundry Persons, Maintenance
15 Utility (mail delivery) Persons, Vehicle Handlers and
16 Housekeepers shall wear clean and unwrinkled uniforms while on
17 duty. All Maintenance Repairworkers 1 & 2, Laborers 1 & 2 and
18 the Storekeeper shall be supplied five (5) uniforms. Maintenance
19 Utility Person, Inventory Control Clerk, Housekeeper, Laundry
20 Person and Custodians shall be supplied with three (3) uniforms.
21 Employees shall clean uniforms and keep uniforms in good
22 condition, normal wear and tear accepted. Upon termination from
23 employment, employees shall return uniforms to the Employer.
24

25 **ARTICLE 31. WORK TRAINING.**
26

27 Youths involved in work training may be assigned to an employee
28 if such employee agrees.
29

30 **ARTICLE 32. TRAINING AND DEVELOPMENT.**
31

32 Section 1
33

34 Each employee shall be granted, upon his/her request, and in
35 consultation with the immediate supervisor, as to scheduling up
36 to six (6) hours per week leave with pay to pursue secondary
37 school or post-secondary training (including workshops and
38 seminars). The Employer reserves the right to restrict this
39 section based on workload requirements.
40
41

42 Section 2
43

44 The Tuition Reimbursement Committee shall be expanded to include
45 three (3) members appointed by the Union.
46
47

48 Section 3
49

50 Release time to take courses and tuition reimbursement will be
51 administered in accordance with the recommendation made on May

1 31, 1990, by the Tuition Reimbursement Committee.
2 Notwithstanding those recommendations, however, full time
3 employees may be reimbursed for tuition for up to two (2)
4 successfully completed courses per semester/quarter, provided
5 that such courses are related to the employee's position. If the
6 course(s) is (are) not related to the employee's position, and
7 written justification supporting the request for reimbursement is
8 provided by the employee, the Employer in its sole discretion may
9 permit reimbursement. Reimbursement per employee shall not
10 exceed \$600.00 per quarter/\$750.00 per semester and \$2,000.00 per
11 year. In no event shall the Employer be obligated to approve
12 more than \$25,000.00 in the 1st year of the contract, \$30,000.00
13 in the 2nd year of the contract and \$35,000.00 in the 3rd year of
14 the contract.
15

16 Section 4
17

18 The Tuition Reimbursement Committee shall make all decisions
19 regarding the implementation of this Article.
20

21 ARTICLE 33. DE-CERTIFICATION.
22

23 Decertification will be pursuant to state law and is not
24 grievable.
25

26 ARTICLE 34. PROVISION CONTRARY TO LAW.
27

28 If a tribunal of competent jurisdiction should find any provision
29 of this Agreement not to be in conformity with the laws or
30 regulations of the State of Ohio or the United States of America,
31 the parties will meet to attempt to negotiate any necessary
32 change in the Agreement relative to the affected provision only,
33 and the remainder of this Agreement shall continue in full force
34 and effect. Nothing in this Agreement shall be construed to
35 prevent the Employer from meeting its mandatory obligations
36 imposed by law, provided, however, that the Employer must bargain
37 in good faith regarding the affect of such obligations on wages,
38 hours, terms and other conditions of employment, as well as any
39 term of this Agreement.
40

41
42 ARTICLE 35. CASEWORK MISC. PROVISIONS
43

44 Section 1
45

46 The provisions of this Article control over any other provisions
47 of the Agreement.
48
49
50
51

1 Section 2
2

3 Child Welfare Caseworkers 3 (hereinafter "Caseworkers") shall be
4 entitled to a bonus paid pro rata each pay period on the
5 following basis:
6

7 Bonus Level I -Bonus of four per cent (4%) of
8 Caseworker's base salary (1820 hours per
9 year.) In order to qualify Caseworker must
10 possess a Bachelor's Degree, be a Licensed
11 Social Worker, have received an average of
12 not less than 3.5 points on annual
13 evaluations* for the last three years and not
14 less than 3.5 points on the last annual
15 evaluation with no single evaluation score
16 less than 2.5* and have not less than four
17 (4) years of child welfare casework
18 experience with public child welfare
19 agencies. A worker receiving this bonus may
20 be assigned cases which are more difficult
21 and complex than those assigned to a
22 Caseworker who receives no bonus**.
23

24 Bonus Level II -Bonus of eight per cent (8%) of
25 Caseworker's base salary (1820 hours per
26 year). In order to qualify Caseworker must
27 possess a Master's Degree in social work, be
28 a Licensed Social Worker (LSW) or Licensed
29 Practicing Counselor (LPC), have received an
30 average of not less than 3.71 points on
31 annual evaluations* for the last three years
32 and not less than 3.71 points on the last
33 annual evaluation with no single
34 evaluation score less than 3.0* and have not
35 less than six (6) years of child welfare
36 casework experience with public child welfare
37 agencies. A worker receiving this bonus may
38 be assigned cases which are more difficult
39 and complex than those assigned to Bonus
40 Level I** Caseworkers and may be expected to
41 provide clinical supervision and assistance
42 to other Caseworkers.
43

44 * If the evaluation instrument is changed, the parties will meet
45 to determine the equivalent scores on the new evaluation
46 instrument.
47

48 **Any Caseworker may be assigned to any case, but Caseworkers
49 eligible for a bonus are more apt to be assigned more difficult
50 or complex cases.
51 If a lead worker position is created, with qualifications
52 determined solely by the Employer, an eligible Caseworker must
53 bid successfully for such a position under the provisions of

1 section six (6) of this Article, but the Employer may reject an
2 applicant who is not fully capable of serving as a lead worker.
3

4 The bonus provided by this section shall be effective at the
5 beginning of the pay period following the date the employee
6 provides to the Employer written proof of eligibility.
7

8 No Caseworker shall be entitled to participate in more than one
9 Bonus Level at any one time.
10

11 Section 3
12

13 A Caseworker may work a flexible work week and a flexible work
14 day provided that the Caseworker does all of the following:
15

- 16 (a) Timely provides appropriate services to clients;
17 (b) Works or is on paid leave *** not less than thirty-five
18 (35) hours per week;
19 (c) Timely and fully covers all scheduled court
20 appearances, Employer meetings, cover days, scheduled
21 training sessions, and, further, timely and fully
22 completes all forms and related activities requested by
23 the Employer.
24

25 A Caseworker's schedule will be reviewed and must be
26 approved by the supervisor if it assures that Unit and Department
27 work is timely and appropriately handled and that the
28 requirements of (a) through (c) above are met.
29 In the event a Caseworker works more time on any day
30 than originally scheduled, the Caseworker shall submit to the
31 Caseworker's supervisor on the next work day a modified work
32 schedule to assure that time during the work week does not exceed
33 thirty-five hours without supervisor approval. The supervisor
34 will review and approve or disapprove any proposed changes in
35 schedule based upon Unit and Department work requirements and the
36 requirements set forth in (a) through (c) above.
37

38 The Supervisor may direct the Caseworker to modify previously
39 approved schedules to assure that Unit and Department work is
40 timely and appropriately handled and that the requirements of (a)
41 through (c) are met. Caseworkers shall respond to emergency
42 situations on their cases after the scheduled work day and will
43 be eligible for call-back pay if the Caseworker is called out to
44 work by the Employer between 4:30 p.m. and 6:00 a.m. on a work
45 day or at any time on a non-work day.
46

47 *** Sick leave may not exceed 7 hours in any day.
48

49 Section 4
50

51 For Caseworkers the work day overtime requirements of Article 18
52 are suspended. For Caseworkers, all time worked beyond thirty-

1 five (35) hours in a week (Sunday through Saturday) shall require
2 supervisor approval. Straight time will be paid for all hours
3 between thirty-five (35) and forty (40) in a week. Time and a
4 half will be paid for all hours actually worked above forty (40)
5 hours in a week; however, Caseworkers shall not work and will not
6 be paid for more than forty (40) hours in a week without prior
7 approval of the supervisor. Overtime compensation shall be based
8 upon actual hours worked.
9

10 Section 5
11

12 Caseworker vacancies shall be filled as provided in Article 17 of
13 this Agreement except:
14

- 15 (a) The Employer is not obligated to fill any Caseworker
16 position with an employee who, by his/her past
17 performance or conduct, has demonstrated an inability
18 to successfully perform all of the duties of the
19 position.
20 (b) No employee is eligible to be voluntarily reassigned to
21 a Caseworker position unless he/she has been in his/her
22 current position for more than one (1) year unless (i)
23 the reassignment is a promotion or (ii) the employee
24 currently is in a position to which the employee was
25 involuntarily assigned for reasons other than
26 discipline.
27

28 Section 6
29

30 A Caseworker who is transferred to a Caseworker position with a
31 different job description shall serve a one hundred twenty (120)
32 day probationary period during which the Caseworker shall be
33 returned to the same or a similar position as his/her former
34 position if the employee did not successfully perform all of the
35 duties of the position. An employee serving such a 120 day
36 probationary period who is not permanently assigned to the
37 Caseworker position may grieve the failure of the probationary
38 period if the Union believes that the grievance is meritorious
39 and the burden of proof in any such grievance is on the Employer.
40

41 **ARTICLE 36 SUBCONTRACTING.**
42

43 Section 1
44

45 The Employer may continue to contract out Bargaining Unit work on
46 the current limited basis i.e. on a temporary need of the
47 Employer for a particular position not to exceed 120 days.
48 However, if the Employer determines to move the work of
49 Bargaining Unit employees to any other employer, including but
50 not limited to any private employer, governmental agency, non-

1 profit organization, volunteers, or volunteer organization, the
2 Employer will notify the Union of its intention to do so and may
3 require that this Article 36 be reopened for negotiation.
4

5 **ARTICLE 37. TERMINATION.**
6

7 This Agreement is subject to approval of or rejection by the
8 Lucas County Commissioners as the "appropriate legislative body"
9 under Section 4117.10 (B), Ohio Revised Code.
10

11 This Agreement will remain in effect from May 1, 1997 until April
12 30, 2000. In the event that either party wishes to terminate or
13 amend this Agreement, notice must be given no later than sixty
14 (60) days prior to May 1, 2000.
15

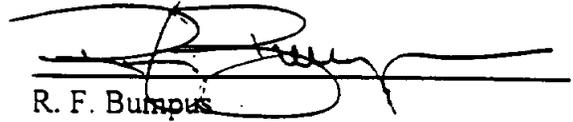
16 The existing Agreement will remain in effect until a new
17 Agreement is reached or until either party terminates this
18 Agreement.

FOR THE UNION

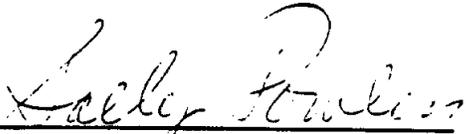


Charles W. DeGrove
Executive Director
Professionals Guild of Ohio

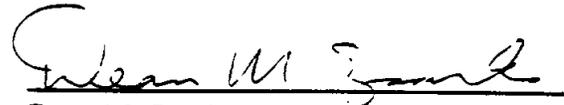
FOR THE EMPLOYER



R. F. Bumpus
Chairman
Children Services Board



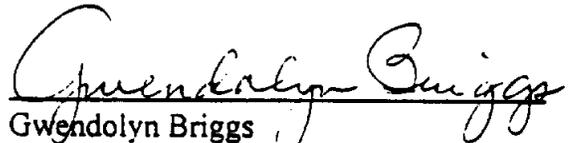
Sally Powless
Field Representative
AFSCME Ohio council #8



Dean M. Sparks
Executive Director
Children Services Board



Joyce Ranson
President
Coouncil 13



Gwendolyn Briggs
Director Human Resources
Children Services Board



LUCAS COUNTY
CHILDREN SERVICES
Protecting Children, Promoting Families

UX2

December 29, 1998

Executive Director
Dean M. Sparks

Chairman
Kevin Gilmore

Vice-Chairman
Rev. LeRoy Williams

Board Members
Dr. Ann Beter
Gordon R. Barry
William J. Brennan
R.F. Bumpus
Dr. John Coleman
Patricia Frchette
Leslie J. Gonzalez
Patricia Poole Hoenberg
Shelle M. Kendrick
Nicholas J. Stroh
C.J. Washington

TO: Ms. Sally Powless FAX #: 539-6008

FROM: Gwendolyn Briggs FAX #: 327-3291
HR Director

CC: Dean Sparks

SUBJECT: Medical Coverage

Please consider this formal notification of the Lucas County Commissioners' decision to modify the medical plans provided to all county employees.

The Lucas County Commissioners have approved two plans for the 1999 calendar year. Those plans are as follows:

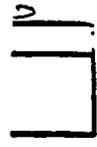
Family Health Plan (HMO)
Cooperative Health Network (a self-insured 80-20 plan)

It is my understanding that group meetings with employees will begin in January 1999.



STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD
 65 East State Street, 12th Floor
 Columbus, OH 43215-4213
 (614) 644-8573

4x3



NOTICE TO NEGOTIATE (File separate Notice for each bargaining unit)

INSTRUCTIONS: A representative of either the employer or the employee organization that is the exclusive representative of the employees in the bargaining unit may file a Notice to Negotiate. Pursuant to Section 4117.14 of the Revised Code, this notice is filed by (check one): the employer the employee organization. Submit one original and one (1) copy of this form to the State Employment Relations Board at the above address and serve one (1) copy on the other party in the negotiation. If more space is required for any item, attach additional sheets, numbering items accordingly.

1. NAME OF EMPLOYER: LUCAS COUNTY CHILDREN SERVICES BOARD **Telephone:** 419-213-3255

Address:
705 ADAMS

City: TOLEDO **County:** LUCAS **Zip:** 43624

NAME OF EMPLOYER'S REPRESENTATIVE: DEAN SPARKS **Title (if any):** EXECUTIVE DIRECTOR **Telephone:** 419-213-3255

Address:
705 ADAMS

City, Zip:
TOLEDO 43624

2. NAME OF EMPLOYEE ORGANIZATION: AFSCME OHIO COUNCIL 8, LOCAL 544/CSB **Affiliation (if any):** **Telephone:** 419-539-6000

Address:
420 S. REYNOLDS ROAD, SUTTE 108

City, Zip:
TOLEDO 43615-5980

NAME OF EMPLOYEE ORGANIZATION'S REPRESENTATIVE: SALLY POWLESS **Title (if any):** STAFF REPRESENTATIVE **Telephone:** 419-539-6000

Address:
420 S. REYNOLDS ROAD, SUITE 108

City, Zip:
TOLEDO 43615-5980

3. BARGAINING UNIT: (list classifications included in certification or collective bargaining agreement, or attach copy of the same)
Included: SEE ATTACHED

4. Approximate # of Employees in Unit:
20

Excluded:

5. Does the initiating party propose multi-union bargaining? Yes No
If yes, identify other unions:

6. COLLECTIVE BARGAINING AGREEMENT: (Are the employee organization and the employer currently parties to a collective bargaining agreement?) Yes No

If yes, state expiration date: (1) of agreement 4-30-2000
(2) of extension _____ (if any)

Are negotiations for a REOPENER of the bargaining agreement? Yes No

If yes, designate: (1) date on which negotiation period ends No date specified
(2) section of reopener provision: ART. 25, S1 (attach copy of provision)

7. MUTUALLY AGREED UPON DISPUTE SETTLEMENT PROCEDURE: (Have the parties adopted a mutually agreed upon negotiations dispute settlement procedure that supersedes or deviates from the statutory procedures set forth in Section 4117.14 of the Revised Code? (Note: Grievance procedures are not negotiations dispute settlement procedures.) Yes No

(a) If there is a negotiations dispute settlement procedure in the bargaining agreement, designate section: _____

(b) Attach a copy of the procedure.

DECLARATION

I declare that I have read the contents of this Notice to Negotiate and that the statements it contains are true and correct to the best of my knowledge and belief. If this notice involves negotiations for a successor agreement rather than an initial agreement, I also certify that an exact copy of the current collective bargaining agreement (check one): is attached is on file with SERB.

SALLY POWLESS

Print or Type Name

Representing: AFSCME LOCAL 544/CSB

Employer or Employee Organization

Sally Powless

Signature

1-6-99

Date

STAFF REPRESENTATIVE

Title

THIS NOTICE TO NEGOTIATE WILL NOT BE ACCEPTED FOR FILING IF THE PROOF OF SERVICE IS NOT COMPLETED BY A REPRESENTATIVE OF THE INITIATING PARTY.

PROOF OF SERVICE

I certify that an exact copy of the foregoing Notice to Negotiate has been sent or delivered to
DEAN SPARKS, EXECUTIVE DIRECTOR

705 ADAMS, TOLEDO, OH 43624 (Name and complete address of representative of other party to negotiations)

by REGULAR U.S. MAIL

(Manner of delivery, e.g. regular or certified U.S. mail, hand delivery)

this 6 day of JANUARY, 19 99.

Signature

[Signature]



STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD
 65 East State Street, 12th Floor
 Columbus, OH 43215-4213
 (614) 644-8573

DEC 28 2 19 PM '98

DO NOT WRITE IN THIS SPACE
Case No.:

NOTICE TO NEGOTIATE (File separate Notice for each bargaining unit)

INSTRUCTIONS: A representative of either the employer or the employee organization that is the exclusive representative of the employees in the bargaining unit may file a Notice to Negotiate. Pursuant to Section 4117.14 of the Revised Code, this notice is filed by (check one): the employer the employee organization. Submit one original and one (1) copy of this form to the State Employment Relations Board at the above address and serve one (1) copy on the other party in the negotiation. If more space is required for any item, attach additional sheets, numbering items accordingly.

1. NAME OF EMPLOYER:	Telephone:
Lucas County Children Services Board	419/213-3255

Address:
705 Adams Street

City	County	Zip
Toledo, Lucas		43624

NAME OF EMPLOYER'S REPRESENTATIVE: Title (if any)	Telephone:
Dean Sparks, Executive Director	419/213-3255

Address:
705 Adams Street

City, Zip:
Toledo, Ohio 43624

2. NAME OF EMPLOYEE ORGANIZATION: Affiliation (if any)	Telephone:
Professionals Guild of Ohio	614/258-4401

Address:
Post Office Box 7139

City, Zip:
Columbus, Ohio 43205-0139

NAME OF EMPLOYEE ORGANIZATION'S REPRESENTATIVE: Title (if any)	Telephone:
Charles W. De Grove, Executive Director	614/258-4401

Address:
Post Office Box 7139

City, Zip:
Columbus, Ohio 43205-0139

3. BARGAINING UNIT: (list classifications included in certification or collective bargaining agreement, or attach copy of the same)	4. Approximate # of Employees in Unit
<p>Included: Staff Attorney, Staff Attorney/Legal Intern Supervisor</p> <p>Excluded: All other employees</p>	
	5

Does the initiating party propose multi-unit bargaining? Yes No
If yes, identify other units:

COLLECTIVE BARGAINING AGREEMENT: (Are the employee organization and the employer currently parties to a collective bargaining agreement?) Yes No

If yes, state expiration date: (1) of agreement April 30, 2000
(2) of extension _____ (if any)

Are negotiations for a REOPENER of the bargaining agreement? Yes No

If yes, designate: (1) date on which negotiation period ends no date specified.
(2) section of reopener provision: Article 22 (attach copy of provision)

MUTUALLY AGREED UPON DISPUTE SETTLEMENT PROCEDURE: (Have the parties adopted a mutually agreed upon negotiations dispute settlement procedure that supersedes or deviates from the statutory procedures set forth in Section 4117.14 of the Revised Code? (Note: Grievance procedures are not negotiations dispute settlement procedures.) Yes No

If there is a negotiations dispute settlement procedure in the bargaining agreement, designate section: _____

Attach a copy of the procedure.

DECLARATION

I declare that I have read the contents of this Notice to Negotiate and that the statements it contains are true and correct to the best of my knowledge and belief. If this notice involves negotiations for a successor agreement rather than an initial agreement, I also certify that an exact copy of the current collective bargaining agreement (check one): is attached is on file with SERB.

Charles W. De Grove Representing: Employee Organization
Print or Type Name Employer or Employee Organization

Charles W. De Grove 12/28/98 Executive Director
Signature Date Title

THIS NOTICE TO NEGOTIATE WILL NOT BE ACCEPTED FOR FILING IF THE PROOF OF SERVICE IS NOT COMPLETED BY A REPRESENTATIVE OF THE INITIATING PARTY.

PROOF OF SERVICE

I certify that an exact copy of the foregoing Notice to Negotiate has been sent or delivered to Dean Sparks, Lucas County Children Services Board, 705 Adams Street, Toledo,
Ohio 43624
(Name and complete address of representative of other party to negotiations)

by regular U.S. Mail
(Manner of delivery, e.g. regular or certified U.S. mail, hand delivery)
this 28th day of December, 1998.

Charles W. De Grove
Signature



STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD
 65 East State Street, 12th Floor
 Columbus, OH 43215-4213
 (614) 644-8573

STATE EMPLOYMENT
RELATIONS BOARD
 DEC 28 2 19 PM '98

DO NOT WRITE IN THIS SPACE
Case No.:

NOTICE TO NEGOTIATE (File separate Notice for each bargaining unit)

INSTRUCTIONS: A representative of either the employer or the employee organization that is the exclusive representative of the employees in the bargaining unit may file a Notice to Negotiate. Pursuant to Section 4117.14 of the Revised Code, this notice is filed by (check one): the employer the employee organization. Submit one original and one (1) copy of this form to the State Employment Relations Board at the above address and serve one (1) copy on the other party in the negotiation. If more space is required for any item, attach additional sheets, numbering items accordingly.

1. NAME OF EMPLOYER: Lucas County Children Services Board	Telephone: 419/213-3255
---	-----------------------------------

Address:
705 Adams Street

City Toledo, Lucas	County	Zip 43624
------------------------------	---------------	---------------------

NAME OF EMPLOYER'S REPRESENTATIVE: <i>Title (if any)</i> Dean Sparks, Executive Director	Telephone: 419/213-3255
--	-----------------------------------

Address:
705 Adams Street

City, Zip:
Toledo, Ohio 43624

2. NAME OF EMPLOYEE ORGANIZATION: <i>Abbreviation (if any)</i> Professionals Guild of Ohio	Telephone: 614/258-4401
--	-----------------------------------

Address:
Post Office Box 7139

City, Zip:
Columbus, Ohio 43205-0139

NAME OF EMPLOYEE ORGANIZATION'S REPRESENTATIVE: <i>Title (if any)</i> Charles W. De Grove, Executive Director	Telephone: 614/258-4401
---	-----------------------------------

Address:
Post Office Box 7139

City, Zip:
Columbus, Ohio 43205-0139

3. BARGAINING UNIT: <i>(list classifications included in certification or collective bargaining agreement, or attach copy of the same)</i> Included: Secretaries	4. Approximate # of Employees in Unit: 10
Excluded: Secretary to Director of Human Resources, Secretary to Executive Director, Secretary to Administrative Services Director, all other employees	

If yes, identify other unit(s):

COLLECTIVE BARGAINING AGREEMENT: (Are the employee organization and the employer currently parties to a collective bargaining agreement?) Yes No

If yes, state expiration date: (1) of agreement April 30, 2000
(2) of extension _____ (if any)

Are negotiations for a REOPENER of the bargaining agreement? Yes No

If yes, designate: (1) date on which negotiation period ends No date specified.
(2) section of reopener provision Article 23 (attach copy of provision)

MUTUALLY AGREED UPON DISPUTE SETTLEMENT PROCEDURE: (Have the parties adopted a mutually agreed upon negotiations dispute settlement procedure that supersedes or deviates from the statutory procedures set forth in Section 4117.14 of the Revised Code? Note: Grievance procedures are not negotiations dispute settlement procedures.) Yes No

(a) If there is a negotiations dispute settlement procedure in the bargaining agreement, designate section: _____

(b) Attach a copy of the procedure. _____

DECLARATION

I declare that I have read the contents of this Notice to Negotiate and that the statements it contains are true and correct to the best of my knowledge and belief. If this notice involves negotiations for a successor agreement rather than an initial agreement, I also certify that an exact copy of the current collective bargaining agreement (check one):
 is attached is on file with SERB.

Charles W. De Grove Representing: Employee Organization
Print or Type Name Employer or Employee Organization

Charles W. De Grove 12/28/98 Executive Director
Signature Date Title

THIS NOTICE TO NEGOTIATE WILL NOT BE ACCEPTED FOR FILING IF THE PROOF OF SERVICE IS NOT COMPLETED BY A REPRESENTATIVE OF THE INITIATING PARTY.

PROOF OF SERVICE

I certify that an exact copy of the foregoing Notice to Negotiate has been sent or delivered to
Dean Sparks, Lucas County Children Services Board, 705 Adams Street, Toledo,
Ohio 43624
(Name and complete address of representative of other party to negotiations)

by regular U.S. Mail
(Manner of delivery, e.g. regular or certified U.S. mail, hand delivery)
this 28th day of December, 1998

Charles W. De Grove
Signature



STATE OF OHIO
 STATE EMPLOYMENT RELATIONS BOARD
 65 East State Street, 12th Floor
 Columbus, OH 43215-4213
 (614) 644-8573

DO NOT WRITE IN THIS SPACE
 Case No.:

Dec 28 2 19 PM '98

NOTICE TO NEGOTIATE (File separate Notice for each bargaining unit)

INSTRUCTIONS: A representative of either the employer or the employee organization that is the exclusive representative of the employees in the bargaining unit may file a Notice to Negotiate. Pursuant to Section 4117.14 of the Revised Code, this notice is filed by (check one): the employer the employee organization. Submit one original and one (1) copy of this form to the State Employment Relations Board at the above address and serve one (1) copy on the other party in the negotiation. If more space is required for any item, attach additional sheets, numbering items accordingly.

1. NAME OF EMPLOYER: Lucas County Children Services Board Telephone: 419/213-3255

Address: 705 Adams Street

City: Toledo, County: Lucas Zip: 43624

NAME OF EMPLOYER'S REPRESENTATIVE: Dean Sparks, Executive Director Title (if any): Telephone: 419/213-3255

Address: 705 Adams Street

City, Zip: Toledo, Ohio 43624

2. NAME OF EMPLOYEE ORGANIZATION: Professionals Guild of Ohio Affiliation (if any): Telephone: 614/258-4401

Address: Post Office Box 7139

City, Zip: Columbus, Ohio 43205-0139

NAME OF EMPLOYEE ORGANIZATION'S REPRESENTATIVE: Charles W. De Grove, Executive Director Title (if any): Telephone: 614/258-4401

Address: Post Office Box 7139

City, Zip: Columbus, Ohio 43205-0139

<p>3. BARGAINING UNIT: (list classifications included in certification or collective bargaining agreement, or attach copy of the same)</p> <p>Included: <u>Deemed Certified</u> <u>See Article 1, Section 1 of attached Agreement</u></p>	<p>4. Approximate # of Employees in Unit</p> <p><u>250</u></p>
<p>Excluded: <u>See Article 1, Section 2 of attached Agreement</u></p>	

Does the initiating party propose multi-unit bargaining? — Yes No

If yes, identify other units):

COLLECTIVE BARGAINING AGREEMENT: (Are the employee organization and the employer currently parties to a collective bargaining agreement?) Yes No

If yes, state expiration date: (1) of agreement April 30, 2000
(2) of extension _____ (if any)

Are negotiations for a REOPENER of the bargaining agreement? Yes No

If yes, designate: (1) date on which negotiation period ends no date specified.
(2) section of reopener provision: Article 25 (attach copy of provision)

MUTUALLY AGREED UPON DISPUTE SETTLEMENT PROCEDURE: (Have the parties adopted a mutually agreed upon negotiations dispute settlement procedure that supersedes or deviates from the statutory procedures set forth in Section 4117.14 of the Revised Code? Yes No
Note: Grievance procedures are not negotiations dispute settlement procedures.

If there is a negotiations dispute settlement procedure in the bargaining agreement, designate section: _____

Attach a copy of the procedure. _____

DECLARATION

I declare that I have read the contents of this Notice to Negotiate and that the statements it contains are true and correct to the best of my knowledge and belief. If this notice involves negotiations for a successor agreement rather than an initial agreement, I also certify that an exact copy of the current collective bargaining agreement (check one): is attached is on file with SERB.

Charles W. De Grove Representing: Employee Organization
Print or Type Name Employer or Employee Organization

Charles W. De Grove 12/28/98 Executive Director
Signature Date Title

THIS NOTICE TO NEGOTIATE WILL NOT BE ACCEPTED FOR FILING IF THE PROOF OF SERVICE IS NOT COMPLETED BY A REPRESENTATIVE OF THE INITIATING PARTY.

PROOF OF SERVICE

certify that an exact copy of the foregoing Notice to Negotiate has been sent or delivered to Dean Sparks, Lucas County Children Services Board, 705 Adams Street, Toledo, Ohio 43624
(Name and complete address of representative of other party to negotiations)

by regular U.S. Mail (Manner of delivery, e.g. regular or certified U.S. mail, hand delivery)
this 28th day of December, 1998.

Charles W. De Grove
Signature



STATE OF OHIO
 STATE EMPLOYMENT RELATIONS BOARD
 65 East State Street, 12th Floor
 Columbus, OH 43215-4213
 (614) 644-8573

STATE EMPLOYMENT
 RELATIONS BOARD

Dec 28 2 19 PM '98

DO NOT WRITE IN THIS SPACE
Case No.:

NOTICE TO NEGOTIATE (File separate Notice for each bargaining unit)

INSTRUCTIONS: A representative of either the employer or the employee organization that is the exclusive representative of the employees in the bargaining unit may file a Notice to Negotiate. Pursuant to Section 4117.14 of the Revised Code, this notice is filed by (check one): the employer the employee organization. Submit one original and one (1) copy of this form to the State Employment Relations Board at the above address and serve one (1) copy on the other party in the negotiation. If more space is required for any item, attach additional sheets, numbering items accordingly.

1. NAME OF EMPLOYER:	Telephone:
Lucas County Children Services Board	419/213-3255

Address:

705 Adams Street

City	County	Zip
Toledo, Lucas		43624

NAME OF EMPLOYER'S REPRESENTATIVE: Title (if any)	Telephone:
Dean Sparks, Executive Director	419/213-3255

Address:

705 Adams Street

City, Zip:

Toledo, Ohio 43624

2. NAME OF EMPLOYEE ORGANIZATION: Affiliation (if any)	Telephone:
Professionals Guild of Ohio	614/258-4401

Address:

Post Office Box 7139

City, Zip:

Columbus, Ohio 43205-0139

NAME OF EMPLOYEE ORGANIZATION'S REPRESENTATIVE: Title (if any)	Telephone:
Charles W. De Grove, Executive Director	614/258-4401

Address:

Post Office Box 7139

City, Zip:

Columbus, Ohio 43205-0139

3. BARGAINING UNIT: (list classifications included in certification or collective bargaining agreement, or attach copy of the same)	4. Approximate # of Employees in Unit
Included: Licensed Practical Nurses	0
Excluded: All other employees	

The initiating party propose multi-unit bargaining: Yes NO
Identify other unit(s):

EXISTING BARGAINING AGREEMENT: (Are the employee organization and the employer currently parties to a collective bargaining agreement?) Yes No

Yes, state expiration date: (1) of agreement April 30, 2000
(2) of extension _____ (if any)

Are negotiations for a REOPENER of the bargaining agreement? Yes No

Yes, designate: (1) date on which negotiation period ends no date specified.
(2) section of reopener provision: Article 23 (attach copy of provision)

MUTUALLY AGREED UPON DISPUTE SETTLEMENT PROCEDURE: (Have the parties adopted a mutually agreed upon negotiations dispute settlement procedure that supersedes or deviates from the statutory procedures set forth in Section 4117.14 of the Revised Code? Section 1
(Grievance procedures are not negotiations dispute settlement procedures.) Yes No

There is a negotiations dispute settlement procedure in the bargaining agreement, designate section: _____
Attach a copy of the procedure.

DECLARATION

I declare that I have read the contents of this Notice to Negotiate and that the statements it contains are true and correct to the best of my knowledge and belief. If this notice involves negotiations for a successor agreement rather than an initial agreement, I also certify that an exact copy of the current collective bargaining agreement (check one):
 Is on file with SERB.

Charles W. De Grove Representing: Employee Organization
or Type Name Employer or Employee Organization

Charles W. De Grove 12/28/98 Executive Director
Signature Date Title

THIS NOTICE TO NEGOTIATE WILL NOT BE ACCEPTED FOR FILING IF THE PROOF OF SERVICE IS NOT COMPLETED BY A REPRESENTATIVE OF THE INITIATING PARTY.

PROOF OF SERVICE

Certify that an exact copy of the foregoing Notice to Negotiate has been sent or delivered to Sean Sparks, Lucas County Children Services Board, 705 Adams Street, Toledo, Ohio 43624
(Name and complete address of representative of other party to negotiations)

regular U.S. Mail
(Manner of delivery, e.g. regular or certified U.S. mail, hand delivery)
on 28th day of December, 1998.

Charles W. De Grove
Signature



STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD
 65 East State Street, 12th Floor
 Columbus, OH 43215-4213
 (614) 644-8573

**STATE EMPLOYMENT
 RELATIONS BOARD**

DEC 28 2 19 PM '98

DO NOT WRITE IN THIS SPACE
Case No.:

NOTICE TO NEGOTIATE (File separate Notice for each bargaining unit)

INSTRUCTIONS: A representative of either the employer or the employee organization that is the exclusive representative of the employees in the bargaining unit may file a Notice to Negotiate. Pursuant to Section 4117.14 of the Revised Code, this notice is filed by (check one): the employer the employee organization. Submit one original and one (1) copy of this form to the State Employment Relations Board at the above address and serve one (1) copy on the other party in the negotiation. If more space is required for any item, attach additional sheets, numbering items accordingly.

1. NAME OF EMPLOYER:		Telephone:
Lucas County Children Services Board		419/213-3255
Address:		
705 Adams Street		
City	County	Zip
Toledo,	Lucas	43624

NAME OF EMPLOYER'S REPRESENTATIVE: Title (if any)		Telephone:
Dean Sparks, Executive Director		419/213-3255
Address:		
705 Adams Street		
City, Zip:		
Toledo, Ohio 43624		

2. NAME OF EMPLOYEE ORGANIZATION: Affiliation (if any)		Telephone:
Professionals Guild of Ohio		614/258-4401
Address:		
Post Office Box 7139		
City, Zip:		
Columbus, Ohio 43205-0139		

NAME OF EMPLOYEE ORGANIZATION'S REPRESENTATIVE: Title (if any)		Telephone:
Charles W. De Grove, Executive Director		614/258-4401
Address:		
Post Office Box 7139		
City, Zip:		
Columbus, Ohio 43205-0139		

3. BARGAINING UNIT: (list classifications included in certification or collective bargaining agreement, or attach copy of the same)		4. Approximate # of Employees in Unit
Included: Registered Nurses		
Excluded: All other employees		5

Does the initiating party propose multi-union bargaining? — Yes No

If yes, identify other units:

COLLECTIVE BARGAINING AGREEMENT: (Are the employee organization and the employer currently parties to a collective bargaining agreement?) Yes No

If yes, state expiration date: (1) of agreement April 30, 2000
(2) of extension _____ (if any)

Are negotiations for a REOPENER of the bargaining agreement? Yes No

If yes, designate: (1) date on which negotiation period ends no date specified.
(2) section of reopener provision: Article 23 (attach copy of provision)

MUTUALLY AGREED UPON DISPUTE SETTLEMENT PROCEDURE: (Have the parties adopted a mutually agreed upon negotiations dispute settlement procedure that supersedes or deviates from the statutory procedures set forth in Section 4117.14 of the Revised Code? (Note: Grievance procedures are not negotiations dispute settlement procedures.) Yes No

If there is a negotiations dispute settlement procedure in the bargaining agreement, designate section: _____

Attach a copy of the procedure. _____

DECLARATION

I declare that I have read the contents of this Notice to Negotiate and that the statements it contains are true and correct to the best of my knowledge and belief. If this notice involves negotiations for a successor agreement rather than an initial agreement, I also certify that an exact copy of the current collective bargaining agreement (check one): is attached is on file with SERB.

Charles W. De Grove Representing: Employee Organization
Name or Type Name Employer or Employee Organization

Charles W. De Grove 12/28/98 Executive Director
Signature Date Title

THIS NOTICE TO NEGOTIATE WILL NOT BE ACCEPTED FOR FILING IF THE PROOF OF SERVICE IS NOT COMPLETED BY A REPRESENTATIVE OF THE INITIATING PARTY.

PROOF OF SERVICE

I certify that an exact copy of the foregoing Notice to Negotiate has been sent or delivered to Dean Sparks, Lucas County Children Services Board, 705 Adams Street, Toledo,

Ohio 43624
(Name and complete address of representative of other party to negotiations)

by regular U.S. Mail
(Manner of delivery, e.g. regular or certified U.S. mail, hand delivery)

this 28th day of December, 1998.

Charles W. De Grove
Signature



STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD
 65 East State Street, 12th Floor
 Columbus, OH 43215-4213
 (614) 644-8573

STATE EMPLOYMENT
 RELATIONS BOARD

DEC 28 2 19 PM '98

DO NOT WRITE IN THIS SPACE
Case No.:

NOTICE TO NEGOTIATE (File separate Notice for each bargaining unit)

INSTRUCTIONS: A representative of either the employer or the employee organization that is the exclusive representative of the employees in the bargaining unit may file a Notice to Negotiate. Pursuant to Section 4117.14 of the Revised Code, this notice is filed by (check one): the employer the employee organization. Submit one original and one (1) copy of this form to the State Employment Relations Board at the above address and serve one (1) copy on the other party in the negotiation. If more space is required for any item, attach additional sheets, numbering items accordingly.

1. NAME OF EMPLOYER:		Telephone:
Lucas County Children Services Board		419/213-3255
Address:		
705 Adams Street		
City	County	Zip
Toledo, Lucas		43624
NAME OF EMPLOYER'S REPRESENTATIVE: <i>Title (if any)</i>		Telephone:
Dean Sparks, Executive Director		419/213-3255
Address:		
705 Adams Street		
City, Zip:		
Toledo, Ohio 43624		
2. NAME OF EMPLOYEE ORGANIZATION: <i>Affiliation (if any)</i>		Telephone:
Professionals Guild of Ohio		614/258-4401
Address:		
Post Office Box 7139		
City, Zip:		
Columbus, Ohio 43205-0139		
NAME OF EMPLOYEE ORGANIZATION'S REPRESENTATIVE: <i>Title (if any)</i>		Telephone:
Charles W. De Grove, Executive Director		614/258-4401
Address:		
Post Office Box 7139		
City, Zip:		
Columbus, Ohio 43205-0139		
3. BARGAINING UNIT: <i>(list classifications included in certification or collective bargaining agreement, or attach copy of the same)</i>		4. Approximate # of Employees in Unit
Included: Residual Unit; see Article 1, Section 2 of attached Agreement.		
Excluded: All other employees		17

Does the initiating party propose multi-unit bargaining? Yes No
If yes, identify other units:

COLLECTIVE BARGAINING AGREEMENT: (Are the employee organization and the employer currently parties to a collective bargaining agreement?) Yes No

If yes, state expiration date: (1) of agreement April 30, 2000
(2) of extension _____ (if any)

Are negotiations for a REOPENER of the bargaining agreement? Yes No

If yes, designate: (1) date on which negotiation period ends no date specified.
(2) section of reopener provision: Article 23 (attach copy of provision)
Section 1

MUTUALLY AGREED UPON DISPUTE SETTLEMENT PROCEDURE: (Have the parties adopted a mutually agreed upon negotiations dispute settlement procedure that supersedes or deviates from the statutory procedures set forth in Section 4117.14 of the Revised Code? (Note: Grievance procedures are not negotiations dispute settlement procedures.) Yes No

a) If there is a negotiations dispute settlement procedure in the bargaining agreement, designate section: _____

b) Attach a copy of the procedure. _____

DECLARATION

I declare that I have read the contents of this Notice to Negotiate and that the statements it contains are true and correct to the best of my knowledge and belief. If this notice involves negotiations for a successor agreement rather than an initial agreement, I also certify that an exact copy of the current collective bargaining agreement (check one): is attached is on file with SERB.

Charles W. De Grove Representing: Employee Organization
Print or Type Name Employer or Employee Organization

Charles W. De Grove 12/28/98 Executive Director
Signature Date Title

THIS NOTICE TO NEGOTIATE WILL NOT BE ACCEPTED FOR FILING IF THE PROOF OF SERVICE IS NOT COMPLETED BY A REPRESENTATIVE OF THE INITIATING PARTY.

PROOF OF SERVICE

I certify that an exact copy of the foregoing Notice to Negotiate has been sent or delivered to Dean Sparks, Lucas County Children Services Board, 705 Adams Street, Toledo, Ohio 43624
(Name and complete address of representative of other party to negotiations)

by regular U.S. Mail
(Manner of delivery, e.g. regular or certified U.S. mail, hand delivery)
this 28th day of December, 1998.

Charles W. De Grove
Signature

**STATE OF OHIO
BEFORE THE STATE EMPLOYMENT RELATIONS BOARD**

In re the Matter Between:

Professionals Guild of Ohio and
AFSCME, Ohio Council 8, Local 544

Employee Organizations,

and

Lucas County Children Services Board

Public Employer.

) Case No. 98-MED-12-1143
) Case No. 98-MED-12-1144
) Case No. 98-MED-12-1145
) Case No. 98-MED-12-1146
) Case No. 98-MED-12-1147
) Case No. 98-MED-12-1148

) **EMPLOYER'S MOTION TO**
) **DISMISS EMPLOYEE**
) **ORGANIZATIONS'**
) **NOTICES TO NEGOTIATE**

) David L. O'Connell, Esq. (0015853)
) Marshall & Melhorn
) Four SeaGate, Eighth Floor
) Toledo, Ohio 43604-1599
) (419) 249-7100
) (419) 249-7151 (FAX)

) Attorney for Lucas County
) Children Services Board

) Mr. Charles DeGrove
) Professionals Guild of Ohio
) P.O. Box 7139
) Columbus, Ohio 43205-7139

) Ms. Sally Powless
) AFSCME, Ohio Council 8, Local 544
) 420 S. Reynolds Rd., Ste. 108
) Toledo, Ohio 43615-5980

MOTION

Now comes the employer, Lucas County Children Services Board, and hereby moves for Dismissal of the Employee Organizations' Notices to Negotiate in the above-referenced matters because the reopener provisions in the parties' Collective Bargaining Agreements do not require bargaining at this time. A memorandum in support of this Motion is set forth below.

MEMORANDUM

The Lucas County Children Services Board ("Employer or Agency") and the Professionals Guild of Ohio ("Union") are signatory to five collective bargaining agreements (also referred to hereinafter as "Contracts") covering employees in various areas of the Agency. Additionally, AFSCME, Ohio Council 8, Local 544 represents a small group of employees in the largest bargaining unit and is signatory along with the Professionals Guild of Ohio to one of the Collective Bargaining Agreements. (Case No. 1148.)

Both Unions recently filed Notices to Negotiate, citing the same reopener provision in each Collective Bargaining Agreement. The reopener language which appears in the Contracts' Fringe Benefit Articles is substantively the same in each Contract. The pertinent language reads as follows:

The Employer agrees to provide the same health benefits for full-time employees as are provided by the Lucas County Commissioners. In the event of a change in or deletion of benefits* provided by the Lucas County Commissioners, either party may reopen the contract to negotiate whether those changes or deletions should be made. Both parties shall have ten (10) days after the Employer notifies the Union of a change in or deletion of benefits, in which to serve a notice to negotiate. Unless the notice to negotiate is timely sent, the contract cannot be reopened. Unless and until altered by bargaining, the changes in benefits provided by the Lucas County Commissioners may be provided by the Employer to full time employees, but benefits

no longer provided by the Lucas County Commissioners may not be provided by the Employer.

*The word "benefits" as used herein includes costs; i.e., co-payments and deductibles.

(See Article 23 - Fringe Benefits, Section 1, Case No. 1147.)

The foregoing reopener language has appeared in the parties' Collective Bargaining Agreements throughout the 1990's. The clause reflects the parties' recognition that the Lucas County Commissioners have and will continue to change employee health care benefits from time to time. Given this fact, the parties crafted a reopener provision which applies only in the very narrow circumstance where a change in "benefits" imposes higher costs on employees or changes in coverage.

The parties intent is manifested by the express reference to "co-payments and deductibles" in connection with the term "benefits."

The parties bargaining history pertaining to the reopener clause confirms its narrow applicability. For instance, the Lucas County Commissioners have added and withdrawn health care plan options numerous times in recent years. However, these changes have not triggered the reopener provision because the changes have not required bargaining unit employees to move to a plan with changed coverages or higher costs.

A review of the parties' bargaining history in just the last several years is instructive on the applicability of the reopener provision. For example, in 1996 the Lucas County Commissioners offered four health maintenance organization ("HMO") plans. The four plans were known as, Family Health Plan, HMO Health Ohio, Paramount Health Care, and Medical Value Plan. In late 1996 the County Commissioners announced that the County was dropping HMO Health Ohio in 1997. This change did not affect "benefits" because the employees formerly enrolled in the HMO Health Ohio

Plan were able to choose a plan from the remaining ones which did not involve higher employee costs or changes in coverage. Neither union filed Notices to Negotiate over this change.

The same sequence of events occurred toward the end of 1997, in that the County Commissioners announced that the Paramount Health Care Plan would not be offered in 1998. Once again though, this change did not require the Agency's employees to select a plan with changed coverages or higher costs, so neither union filed Notices to Negotiate.

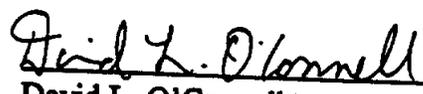
This pattern continued in late 1998 when the County Commissioners decided to drop the Medical Value Plan in 1999. However, the County Commissioners are still offering the Family Health Plan which contains the same "benefits" i.e., the same employee costs and coverages, as provided in the Medical Value Plan. Therefore, Agency employees will not be required to select a plan with changed coverages or higher costs. Additionally, the County Commissioners are offering in 1999, a self-insured plan known as the Cooperative Health Network. While the "benefits" vary between the Family Health Plan and the Cooperative Health Network Plan, Agency employees are under no obligation to enroll in the Cooperative Health Network.

The Unions' Notices to Negotiate in the instant matters were evidently filed in response to the County Commissioners' decision to drop the Medical Value Plan and/or offer the Cooperative Health Network Plan. It is noteworthy that the County Commissioners' decision follows the recommendation of the County Cost Containment Committee whose membership includes representatives from both Unions included herein. However, this move does not trigger a bargaining obligation under the reopener clause because the County Commissioners are continuing to offer the Family Health Plan in 1999. This enables Agency employees to keep the same health care costs and coverages.

In closing, it must be emphasized that the contract language cited above obligates the Agency to provide the same health benefits as provided by the Lucas County Commissioners. The Agency has and continues to abide by this contractual mandate. Moreover, the County Commissioners' announced change for 1999 health care plan offerings includes the continuation of a plan with the same "benefits" and coverages as provided in 1998. Therefore, the reopener provision does not apply.

Based on the foregoing, the Agency respectfully requests that SERB dismiss the Notices to Negotiate.

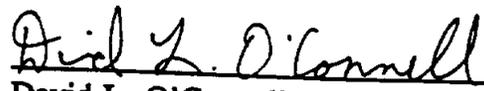
Respectfully submitted,



David L. O'Connell

CERTIFICATE OF SERVICE

This is to certify that a copy of the attached Employer's Motion to Dismiss Employee Organizations' Notices to Negotiate was served via regular U.S. Mail on this 4th day of February, 1999, upon Mr. Charles DeGrove, Professionals Guild of Ohio, P.O. Box 7139, Columbus, Ohio 43205-7139 and Ms. Sally Powless, AFSCME, Ohio Council 8, Local 544, 420 South Reynolds Road, Ste. 108, Toledo, Ohio 43615-5980.



David L. O'Connell

MARCH 1, 98 - APRIL 28 1998

UX5

Comparison of Benefits Chart

The following information is not intended to be a detailed description of the purposes only.

Please refer to the 'Certificate of Coverage' for each respective health care plan if further clarification is needed. In the event of a conflict between this information and the 'Certificate of Coverage', the certificate shall control. Note: In order for most services to be covered by the following, the patient must first be referred by the Primary Care Physician (PCP).

<u>Benefits</u>	<u>Family Health Plan</u>	<u>Medical Value Plan</u>
Pre-Existing Condition	Not applicable	Not applicable
Preventive & Outpatient Care		
Routine Exams	\$5 co-pay	\$5 co-pay
Well Child Care	\$5 co-pay	\$5 co-pay
Well Baby Care	\$5 co-pay	\$5 co-pay
Office Visits for Medical Problems	\$5 co-pay	\$5 co-pay
Specialist Referral	\$5 co-pay	\$5 co-pay
Routine Pap	\$5 co-pay, self-referral to FHP Ob/Gyn.	\$5 co-pay, self-referral to MVP Ob/Gyn
Ob/Gyn	\$5 co-pay, annual exam one time per calendar year with self-referral.	\$5 co-pay, self-referral to plan Ob/Gyn with unlimited visits.
Diagnostic Testing	Covered in full	Covered in full
Immunization	Covered in full	Covered in full
Selective Physical Exams	\$5 co-pay	\$5 co-pay
Allergy Treatment	\$5 co-pay for all services and therapy. \$25 co-pay per vial of serum.	\$5 co-pay for testing and injections, serum included.
Family Planning Serv.	\$5 co-pay	Covered in full
Infertility & Sterilization Services	Diagnosis & testing covered at 100%. Sterilizations excluded. Also excludes reproductive technologies such as IVF, GIFT, VIFT.	Diagnosis & testing at 100%, excludes In vitro & Artificial Insemination. Infertility Medication covered up to \$2000 per year max. per spouse. Sterilizations in Full.
Hearing & Eye Exams	Hearing-\$5 co-pay. Eye-\$5 co-pay for one comprehensive vision exam (including refraction) 1 time per year. \$100 reimbursement every 24 months for Lenses, Contacts, and Frames	Hearing-full coverage. Eye-\$10 co-pay once every 12 months (includes refraction) Contact Lenses-\$70 credit in lieu of lenses or frames. Lenses-covered in full once every 12 months with Rx change or every 24 months, without Frames-\$35 credit every 24 months
Physical Therapy	No co-pay, 30 visits per member per contract year	Covered in full, unlimited visits
Other Therapies - Occupational - Inhalation - Speech - Cardiac	Occup.-no co-pay, 30 visits per member per contract year. Inhal.-covered under durable med. equip. Speech no co-pay, 30 visits per member/contract year. Cardiac - unlimited visits, needs PCP referral.	Occupation & Speech therapies covered in full, unlimited visits. Inhalation therapy covered in full.

<u>Benefits</u>	<u>Family Health Plan</u>	<u>Medical Value Plan</u>
Chemotherapy, Radio-Therapy, Dialysis	Covered in full	Covered in full
Outpatient Surgery	Covered in full	Covered in full
Ambulance	Covered in full if medically necessary	Covered in full if medically necessary
Health Education	For covered services, \$5 co-pay if authorized by PCP	Covered in full with approved referral
Emergency Accident Care, Urgent Care Centers	Covered in full in or out of area, thru PCP.	Covered in full, world wide for life threatening situations. Approved referral required for non life threatening cases.
Outpatient-Mental Health Treatment, Alcohol & Drug	Covered in full up to \$1000 per member per year thru Value Behavioral Health Centers of Ohio (VBHCO).	Covered in full up to \$750 per member per year through the Value Behavioral Health Centers of Ohio (VBHCO).
Home Health Care	Covered in full when in lieu of hospitalization	Covered in full when in lieu of hospitalization
<i>Inpatient Services</i>		
Room, Board & Ancillary Services in Semiprivate Intensive or Coronary	Covered in full, unlimited days.	Covered in full for unlimited days.
Detoxification for Alcohol Substance Abuse & Rehabilitation	Must be coordinated thru VBHCO. Detox covered in full. Inpatient: 30 days for mental health and substance abuse.	Covered in full up to 30 days. Benefit administered by Value Behavioral Health Centers of Ohio (VBHCO).
Diagnostic Tests	Covered in full	Covered in full
Therapies to Treat Conditions	30 visits per member per contract year per therapy category. (Physical/Chiropractic, Speech/Hearing, & Occupational)	Covered in full, unlimited visits (Physical Therapy, Occupational Therapy & Speech Therapy).
Physician Services in the Hospital, Includes Surgery & Anesthesia	Covered in full	Covered in full
Skilled Nursing Facility	Covered in full, up to 100 days per contract year.	Covered in full, up to 100 days per calendar year.
Maternity Care	Covered in full	Covered in full
Mental Health	Must be coordinated thru VBHCO. Inpatient covered in full up to 45 days per year	Must be coordinated thru VBHCO. Inpatient care covered in full up to 30 days per calendar year.
Chiropractic	See Physical Therapy	Not covered, Referral to DO is covered as alternative treatment.
Unmarried Dependents (See page 4)	End of calendar year, age 23 provided still meets definition of eligible dependent	End of calendar year, age 23 provided still meets definition of eligible dependent

<u>Benefits</u>	<u>Family Health Plan</u>	<u>Medical Value Plan</u>
Prescription Drug	\$1 Generic, \$7 Brand Name, Oral Contraceptives through Encara	\$1 Generic, \$7 Brand Name, Oral Contraceptives through MVP
Dental Coverage Administered by Stateline TPA, Inc.	Lucas County Dental Plan & \$10 co-pay thru FHP Dentist, annual exam & cleaning.	Lucas County Dental Plan
Optional Dental Coverage through CompDent - Includes Limited Orthodontia Coverage (PPO Dental Network)	Orthodontia: Consultation - no fee, Evaluation - \$35, Records/Treatment Planning - \$250, Orthodontic Treatment children up to age 19 - \$1,650, Adults 19 years of age and over - \$1,850. Specialist requires referral from Participating General Dentist.	Orthodontia: Consultation - no fee, Evaluation - \$35, Records/Treatment Planning - \$250, Orthodontic Treatment children up to age 19 - \$1,650, Adults 19 years of age and over - \$1,850. Specialist requires referral from Participating General Dentist.
Durable Medical Equipment	Combined with coverage for prosthetic & orthotic devices/inhalation therapy to a max of \$750 per year per member.	Covered in full if meets established guidelines.
Private Duty Nursing	Not covered	Not covered

Notes:

Effective March 1, 1998, Lucas County will no longer offer Paramount Health Care as an HMO option. If you are currently enrolled in Paramount, you must complete an enrollment form designating a new HMO. This change will be effective 3/1/98. If you are currently enrolled in Paramount and if you have elective medical services scheduled for February, 1998 or later, you should consult with your physician about how your change in HMO coverage will affect you. You are responsible for correctly scheduling your elective medical services during your change from Paramount to your newly selected HMO. Paramount Health Care will not pay for any services incurred after February 28, 1998.

Everyone must complete an enrollment form in order to have coverage effective 3/1/98. The deadline to complete and return a form is Monday, February 2, 1998. No late forms will be accepted.

Medical Value Plan - Treatments that are in progress for employees and dependents when they switch to Medical Value Plan (MVP) as their health care provider need to be reviewed by MVP for any dates of service on or after March 1, 1998.

Some of the most common treatments to have reviewed include scheduled surgery, maternity and mental health/substance abuse care. Also referrals to specialists need to be reestablished even if the doctor is currently in the MVP network. Employees can just call member services to begin a case review, 244-2902.

Out of area college students can receive care for an onset illness and one follow-up call per illness at the college health center or an urgent care center.

Family Health Plan - The coverage for college students temporarily residing outside of the FHP service area, but anywhere in the U.S. is as follows: Eligible dependents at college may use the local Urgent Care Center or college infirmary for conditions including, but not limited to, colds, flu, ear infections, sprains or strains without prior authorization from the members PCP. A \$5 office visit co-pay will apply. Notification to the members PCP must take place within 72 hours following the visit. FHP will still require prior authorization from the member's PCP for Emergency Room use in non-emergency situations. Routine care, like physical exams, to be scheduled with the member's PCP in the FHP service area.

Treatments that are in progress for employees and dependents when they switch to Family Health Plan as their health care provider need to be reviewed by FHP for any dates of service on or after March 1, 1998.

Some of the most common treatments to have reviewed include scheduled surgery, maternity and mental health/substance abuse care. Also referrals to specialists need to be reestablished even if the doctor is currently in the FHP network. Employees can just call member services to begin a case review, 251-6501.

Dependent Children Status

Family Health Plan

Eligible until the end of the calendar year in which the dependent reaches age 23.

Must be an unmarried child of the subscriber or of the subscriber's eligible spouse.

Must reside with the subscriber unless away at college.

Foster Child living on a full-time basis with Subscriber.

A stepchild or legally adopted child of Subscriber under the age of 23; or of the Subscriber's eligible spouse,

A child incapable of sustaining full-time employment by reason of mental retardation or physical handicap. Must be primarily dependent upon Subscriber for support and maintenance, provided proof is presented to FHP 31 days after the child's 23rd birthday. Additional proof may be required not more frequently than annually after the two year period following the child's attainment of the limiting age.

Please Note: Grandchildren are excluded from coverage unless legally adopted by the Subscriber.

Please refer to Member Handbooks for further clarification.

Eligibility Residence Requirements

Family Health Plan - will cover employees who live in: Defiance, Fulton, Henry, Huron, Lucas, Ottawa, Sandusky, and Wood counties of Ohio; as well as Monroe County of Michigan. FHP will also cover employees who live in any contiguous county

Medical Value Plan - individuals and their eligible dependents can enroll if: the individual resides in the approved service area or in a county contiguous to the approved service area. MVP will cover employees who live in Lucas, Wood, Monroe, Fulton, Henry, Ottawa, Sandusky, Erie and Seneca counties.

Also, most zip codes are eligible for employees who live in the contiguous counties of Hillsdale, Lenawee, Hancock, Putnam, Huron, Crawford, Wyandot, Williams and Defiance.

Medical Value Plan

Be dependent on eligible employee for support.

Reside in eligible employees home, unless a college student.

Must be an unmarried child of the eligible employee.

Reside in the service area of the plan unless a college student.

Eligible until the end of calendar year in which dependent reaches age 23.

March 1, 98 - final 2/28/99

UX 5

Comparison of Benefits Chart

The following information is not intended to be a detailed description of the purposes only.

Please refer to the "Certificate of Coverage" for each respective health care plan if further clarification is needed. In the event of a conflict between this information and the "Certificate of Coverage", the certificate shall control. Note: In order for most services to be covered by the following, the patient must first be referred by the Primary Care Physician (PCP).

<u>Benefits</u>	<u>Family Health Plan</u>	<u>Medical Value Plan</u>
Pre-Existing Condition	Not applicable	Not applicable
Preventive & Outpatient Care		
Routine Exams	\$5 co-pay	\$5 co-pay
Well Child Care	\$5 co-pay	\$5 co-pay
Well Baby Care	\$5 co-pay	\$5 co-pay
Office Visits for Medical Problems	\$5 co-pay	\$5 co-pay
Specialist Referral	\$5 co-pay	\$5 co-pay
Routine Pap	\$5 co-pay, self-referral to FHP Ob/Gyn.	\$5 co-pay, self-referral to MVP Ob/Gyn
Ob/Gyn	\$5 co-pay, annual exam one time per calendar year with self-referral.	\$5 co-pay, self-referral to plan Ob/Gyn with unlimited visits.
Diagnostic Testing	Covered in full	Covered in full
Immunization	Covered in full	Covered in full
Selective Physical Exams	\$5 co-pay	\$5 co-pay
Allergy Treatment	\$5 co-pay for all services and therapy. \$25 co-pay per vial of serum.	\$5 co-pay for testing and injections, serum included.
Family Planning Serv.	\$5 co-pay	Covered in full
Infertility & Sterilization Services	Diagnosis & testing covered at 100%. Sterilizations excluded. Also excludes reproductive technologies such as IVF, GIFT, VIFT.	Diagnosis & testing at 100%, excludes Invitro & Artificial Insemination. Infertility Medication covered up to \$2000 per year max. per spouse. Sterilizations in Full.
Hearing & Eye Exams	Hearing-\$5 co-pay. Eye-\$5 co-pay for one comprehensive vision exam (including refraction) 1 time per year. \$100 reimbursement every 24 months for Lenses, Contacts, and Frames	Hearing-full coverage. Eye-\$10 co-pay once every 12 months (includes refraction) Contact Lenses-\$70 credit in lieu of lenses or frames. Lenses-covered in full once every 12 months with Rx change or every 24 months, without Frames-\$35 credit every 24 months
Physical Therapy	No co-pay, 30 visits per member per contract year	Covered in full, unlimited visits
Other Therapies - Occupational - Inhalation - Speech - Cardiac	Occup.-no co-pay, 30 visits per member per contract year. Inhal.-covered under durable med. equip. Speech no co-pay, 30 visits per member/contract year. Cardiac - unlimited visits, needs PCP referral.	Occupation & Speech therapies covered in full, unlimited visits. Inhalation therapy covered in full.

<u>Benefits</u>	<u>Family Health Plan</u>	<u>Medical Value Plan</u>
Chemotherapy, Radio-Therapy, Dialysis	Covered in full	Covered in full
Outpatient Surgery	Covered in full	Covered in full
Ambulance	Covered in full if medically necessary	Covered in full if medically necessary
Health Education	For covered services, \$5 co-pay if authorized by PCP	Covered in full with approved referral
Emergency Accident Care, Urgent Care Centers	Covered in full in or out of area, thru PCP.	Covered in full, world wide for life threatening situations. Approved referral required for non life threatening cases.
Outpatient-Mental Health Treatment, Alcohol & Drug	Covered in full up to \$1000 per member per year thru Value Behavioral Health Centers of Ohio (VBHCO).	Covered in full up to \$750 per member per year through the Value Behavioral Health Centers of Ohio (VBHCO).
Home Health Care	Covered in full when in lieu of hospitalization	Covered in full when in lieu of hospitalization
<i>Inpatient Services</i>		
Room, Board & Ancillary Services in Semiprivate Intensive or Coronary	Covered in full, unlimited days.	Covered in full for unlimited days.
Detoxification for Alcohol Substance Abuse & Rehabilitation	Must be coordinated thru VBHCO. Detox covered in full. Inpatient: 30 days for mental health and substance abuse.	Covered in full up to 30 days. Benefit administered by Value Behavioral Health Centers of Ohio (VBHCO).
Diagnostic Tests	Covered in full	Covered in full
Therapies to Treat Conditions	30 visits per member per contract year per therapy category. (Physical/Chiropractic, Speech/Hearing, & Occupational)	Covered in full, unlimited visits (Physical Therapy, Occupational Therapy & Speech Therapy).
Physician Services in the Hospital, Includes Surgery & Anesthesia	Covered in full	Covered in full
Skilled Nursing Facility	Covered in full, up to 100 days per contract year.	Covered in full, up to 100 days per calendar year.
Maternity Care	Covered in full	Covered in full
Mental Health	Must be coordinated thru VBHCO. Inpatient covered in full up to 45 days per year	Must be coordinated thru VBHCO. Inpatient care covered in full up to 30 days per calendar year.
Chiropractic	See Physical Therapy	Not covered, Referral to DO is covered as alternative treatment.
Unmarried Dependents (See page 4)	End of calendar year, age 23 provided still meets definition of eligible dependent	End of calendar year, age 23 provided still meets definition of eligible dependent

<u>Benefits</u>	<u>Family Health Plan</u>	<u>Medical Value Plan</u>
Prescription Drug	\$1 Generic, \$7 Brand Name, Oral Contraceptives through Encara	\$1 Generic, \$7 Brand Name, Oral Contraceptives through MVP
Dental Coverage Administered by Stateline TPA, Inc.	Lucas County Dental Plan & \$10 co-pay thru FHP Dentist, annual exam & cleaning.	Lucas County Dental Plan
Optional Dental Coverage through CompDent - Includes Limited Orthodontia Coverage (PPO Dental Network)	Orthodontia: Consultation - no fee, Evaluation - \$35, Records/Treatment Planning - \$250, Orthodontic Treatment children up to age 19 - \$1,650, Adults 19 years of age and over - \$1,850. Specialist requires referral from Participating General Dentist.	Orthodontia: Consultation - no fee, Evaluation - \$35, Records/Treatment Planning - \$250, Orthodontic Treatment children up to age 19 - \$1,650, Adults 19 years of age and over - \$1,850. Specialist requires referral from Participating General Dentist.
Durable Medical Equipment	Combined with coverage for prosthetic & orthotic devices/inhalation therapy to a max of \$750 per year per member.	Covered in full if meets established guidelines.
Private Duty Nursing	Not covered	Not covered

Notes:

Effective March 1, 1998, Lucas County will no longer offer Paramount Health Care as an HMO option. If you are currently enrolled in Paramount, you must complete an enrollment form designating a new HMO. This change will be effective 3/1/98. If you are currently enrolled in Paramount and if you have elective medical services scheduled for February, 1998 or later, you should consult with your physician about how your change in HMO coverage will affect you. You are responsible for correctly scheduling your elective medical services during your change from Paramount to your newly selected HMO. Paramount Health Care will not pay for any services incurred after February 28, 1998.

Everyone must complete an enrollment form in order to have coverage effective 3/1/98. The deadline to complete and return a form is Monday, February 2, 1998. No late forms will be accepted.

Medical Value Plan - Treatments that are in progress for employees and dependents when they switch to Medical Value Plan (MVP) as their health care provider need to be reviewed by MVP for any dates of service on or after March 1, 1998. Some of the most common treatments to have reviewed include scheduled surgery, maternity and mental health/substance abuse care. Also referrals to specialists need to be reestablished even if the doctor is currently in the MVP network. Employees can just call member services to begin a case review, 244-2902.

Out of area college students can receive care for an onset illness and one follow-up call per illness at the college health center or an urgent care center.

Family Health Plan - The coverage for college students temporarily residing outside of the FHP service area, but anywhere in the U.S. is as follows: Eligible dependents at college may use the local Urgent Care Center or college infirmary for conditions including, but not limited to, colds, flu, ear infections, sprains or strains without prior authorization from the members PCP. A \$5 office visit co-pay will apply. Notification to the members PCP must take place within 72 hours following the visit. FHP will still require prior authorization from the member's PCP for Emergency Room use in non-emergency situations. Routine care, like physical exams, to be scheduled with the member's PCP in the FHP service area.

Treatments that are in progress for employees and dependents when they switch to Family Health Plan as their health care provider need to be reviewed by FHP for any dates of service on or after March 1, 1998. Some of the most common treatments to have reviewed include scheduled surgery, maternity and mental health/substance abuse care. Also referrals to specialists need to be reestablished even if the doctor is currently in the FHP network. Employees can just call member services to begin a case review, 251-6501.

Dependent Children Status

Family Health Plan

Eligible until the end of the calendar year in which the dependent reaches age 23.

Must be an unmarried child of the subscriber or of the subscriber's eligible spouse.

Must reside with the subscriber unless away at college.

Foster Child living on a full-time basis with Subscriber.

A stepchild or legally adopted child of Subscriber under the age of 23; or of the Subscriber's eligible spouse,

A child incapable of sustaining full-time employment by reason of mental retardation or physical handicap. Must be primarily dependent upon Subscriber for support and maintenance, provided proof is presented to FHP 31 days after the child's 23rd birthday. Additional proof may be required not more frequently than annually after the two year period following the child's attainment of the limiting age.

Please Note: Grandchildren are excluded from coverage unless legally adopted by the Subscriber.

Please refer to Member Handbooks for further clarification.

Eligibility Residence Requirements

Family Health Plan - will cover employees who live in: Defiance, Fulton, Henry, Huron, Lucas, Ottawa, Sandusky, and Wood counties of Ohio; as well as Monroe County of Michigan. FHP will also cover employees who live in any contiguous county

Medical Value Plan - individuals and their eligible dependents can enroll if: the individual resides in the approved service area or in a county contiguous to the approved service area. MVP will cover employees who live in Lucas, Wood, Monroe, Fulton, Henry, Ottawa, Sandusky, Erie and Seneca counties.

Also, most zip codes are eligible for employees who live in the contiguous counties of Hillsdale, Lenawee, Hancock, Putnam, Huron, Crawford, Wyandot, Williams and Defiance.

Medical Value Plan

Be dependent on eligible employee for support.

Reside in eligible employees home, unless a college student.

Must be an unmarried child of the eligible employee.

Reside in the service area of the plan unless a college student.

Eligible until the end of calendar year in which dependent reaches age 23.

UX 7

ARTICLE 21

VACATION

Section 1. All employees shall be entitled to a paid vacation in accordance with the following schedule:

After one (1) year and	13 days
through six (6) years	18 days
Seventh (7) year	23 days
Fourteenth (14) year	28 days
Twenty-first (21) year	

Section 2. Seniority shall be used in determining vacation schedules. Employees shall be encouraged to use their vacation the year it is earned, but may, upon notification to the Health Commissioner, carry over vacation for a period of three (3) years. Employees shall be paid for any vacation time they would otherwise lose as a result of being denied.

Section 3. If an employee becomes ill during his/her vacation, or a member of his/her family, as described in Article 19, such time shall be charged to sick leave or funeral leave, upon notification of the Employer. The employee shall provide a written statement from a physician, in the case of illness, or a statement from a Funeral Director or other representative, in the case of a funeral.

ARTICLE 22

HEALTH AND WELFARE

Section 1. An employee shall be entitled to receive the following benefits after completing their probationary period.

Section 2. The Employer shall provide the current hospitalization plan to include the employee's family, at no cost to the employee, providing that the employee and/or his/her family is not covered by the same or similar hospitalization plan through another source. In no case shall coverage be provided to an employee who is covered by another plan similar to the plan in effect at the Lucas County Health Department.

Section 3. The employer shall provide each employee with a family drug plan, \$ 1.00 deductible/ \$7.00 deductible sixty (60) day plan.

Section 4. The Employer shall provide each employee with a \$20,000.00 Life Insurance Policy.

*Health
Dept.*

month period. See Section 9.2.

6. **DEMOTIONS** - Upon demotion, an employee will be placed in the step in the pay range assigned to his new classification closest to, but not exceeding his previous step rate of pay, except that if demotion to his former classification or pay range occurs during or follows an unsatisfactory probationary period, he shall be returned to his former rate of pay.
7. **OVERTIME** - Payment for overtime shall be computed as one and one-half (1 & 1/2) times the employee's total hourly rate.

SECTION 20.2 - MEDICAL, DENTAL & LIFE INSURANCE - Regarding health care coverage, the Employer will provide the same health care programs that are available through the Lucas County Commissioners, i.e.:

1. 3 HMO's shall be offered:
 - Family Health Plan with the \$5 Office Visit Deductible
 - Paramount Health Plan with the \$5 Office Visit Deductible
 - MVP/Medical Value Plan with the \$5 Office Visit Deductible
2. The "traditional or base plan" shall only be maintained for Out of Network coverage. Out of Network coverage is only available for dependents of employees who cannot otherwise be covered. Employees must provide specific Court Orders to justify an Out of Network coverage.
3. The 3 HMO's shall be provided for two years at no cost to the employees.
4. If two employees are married and both work for the County, they are entitled to one HMO Family Plan or two HMO Single Plans.
5. The Specific County Budget line item designated for health insurance shall be maintained exclusively for purposes of health insurance.
6. The Prescription Drug Program will provide for a Drug Card charging One Dollar (\$1.00) per Generic Script and Seven Dollars (\$7.00) per Brand Name Script. Human organ transplant drugs and Insulin shall be considered Generic for purposes of Drug Card Program.
7. The parties jointly agree to approach the City of Toledo and the

DHS

Toledo Public Schools to explore possibilities of collaborative efforts in relation to health care costs.

8. Recommendations as to the restructuring of the County Health Cost Containment Committee will be developed by October 31, 1993.
9. Specific contract language will be tied to the actual dates of the contracts with the HMO providers.
10. The Employer will provide Mental Health Coverage and Substance Abuse Coverage provided the Employer retains the right to select the providers of such health benefits.
11. The Employer agrees to continue to provide, without substantial changes at the current level of benefits as of 1/1/93, Dental Coverage at no cost to the employees provided the County retains the right to select the providers of such Dental Coverage.
12. The Lucas County Commissioners will continue to pay the premiums of a \$20,000 Group Life Insurance Policy for the employees eligible under the provisions of said policy.
13. In the event the County Commissioners are permitted and do enlarge the insurance coverage to optical for other employees of Lucas County, the Commissioners shall immediately grant the increase coverage to the employees of the bargaining unit, herein.
14. These Medical, Dental, and Life Insurance provisions shall stay in effect until December 31, 1998, unless the parties mutually agree to re-open the issue of health insurance. A Health Insurance reopener is scheduled for January 1, 1999.

SECTION 20.3 - SICK LEAVE CONVERSION - The Employer agrees to convert to a cash payment a portion of an Employee's remaining sick leave upon his retirement from the Department.

- A. For Employees with ten (10) years or more service such conversion shall be based on thirty-three and one-third (33 1/3) percent of the value of the Employee's accrued, but unused, sick leave credit, up to a total of one-third (1/3) of one hundred twenty (120) days (nine hundred sixty [960] hours).
- B. For employees having less than ten (10) years of service, such conversion shall be based on twenty-five (25) percent of the value of the employee's accrued, but unused, sick leave credit, up to a total

SECTION 2. - BEVERAGES

Employees are allowed to have beverages at their desks provided they use covered cups. (In order to protect computer equipment, etc.)

SECTION 3. - CASHIERS

The Employer will provide a refrigerator for employees in the Cashiering Department.

SECTION 4. - EQUIPMENT FAILURE

In the event that the Employer's equipment fails, such equipment shall be fixed as soon as possible.

ARTICLE 24 **INSURANCE**

SECTION 1 - MEDICAL, PRESCRIPTION DRUG, DENTAL & LIFE INS.

Regarding health care coverage, the employer will provide the same health care programs that are available through the Lucas County Commissioners, i.e.:

1. Four (4) HMO's shall be offered:
 - * Family Health Plan with a \$5 office visit deductible.
 - * Paramount Health Care with the \$5 office visit deductible.
 - * HMO Health Ohio with the \$5 office deductible.
 - * Medical Value Plan (MVP) with the \$5 office visit deductible.
2. For employees who have dependents who live beyond the geographical service area boundaries of these four (4) HMO's, "out-of-network" health care coverage will be made available. Employees must have specific court orders to justify "out-of-network" coverage. Employees may be required to have their health care provided through HMO network medical providers. The coverage provided to dependents covered by these court orders may be different than that provided to employees.
3. The four (4) HMO's shall be provided for one (1) year at no cost to the employees.
4. If two employees are married and both work for the County, they are entitled to one (1) HMO family plan or two (2) HMO single plans.

*CSEA
Child Supp
enf Wkrs.*

5. The specific County budget line item designated for health insurance shall be maintained exclusively for purposes of health insurance.
6. The Prescription Drug Plan will provide for a drug card requiring one (\$1.00) deductible per generic script and seven (\$7.00) deductible per brand name script. Human organ transplant drugs and insulin shall be considered generic for the purposes of the Prescription Drug Plan.

The Prescription Drug Plan is subject to the coordination of benefits rules described in the Lucas County Plan Document as approved by resolution #91-326 dated March 4, 1991.

7. The Employer will provide mental health coverage and substance abuse coverage provided the Employer retains the right to select the providers of such health benefits.
8. The Employer agrees to provide, at no cost to the Employees, dental coverage. The level of benefits provided shall be no less than the level of benefits provided on 1/1/93. The County retains the right to select the providers of such dental coverage.
9. The Lucas County Commissioners will continue to pay premiums of a \$20,000.00 group life insurance policy for employees eligible under the provisions of said policy.
10. In the event the County Commissioners expand the insurance coverage to include optical coverage, other than that provided through the HMO's for other employees directly under the control of the Lucas County Commissioners, then the Commissioners shall immediately grant the increased coverage to the employees of the Bargaining Unit herein.
11. These provisions shall stay in effect until December 31, 1996, unless the parties mutually agree to reopen the issue of health insurance. Further the parties agree to a reopener of this Article, if needed, during the late fall of 1996.

Further the parties agree to a reopener on this Article, if needed, during the late fall of 1997.

Further the parties agree to a reopener on this Article, if needed, during the late fall of 1998.

ARTICLE 61

HOSPITAL, MEDICAL, PRESCRIPTION DRUGS, DENTAL BENEFITS

Section A

The Employer shall provide at no cost to all employees covered by this agreement the fully paid traditional single or family county plan of health benefits including prescription drug and dental or a plan substantially equivalent. The Employer will continue to provide coverage under the county plan for hospital, medical, prescription drugs, and dental benefits including any changes offered by the county at the employee contribution required by the county plan subject to the rest of this article.

If an employee elects to enroll in a health plan that exceeds the costs of the traditional plan offered by the county, the employee will pay through payroll deduction the difference of the higher cost over the traditional plan. Employees will pay any co-pay under any H.M.O. plan.

Section B

In the event that the Board employs both spouses, only one spouse may carry the family health care coverage at no cost. If the spouse carrying the coverage leaves the agency, dies or a divorce occurs, the remaining employee will automatically be covered upon notification to the Human Resources Department.

Section C

If the Employer changes carriers, the Union will be given thirty (30) days notice prior to the effective date of change in carriers.

ARTICLE 62

LIFE INSURANCE

The Employer agrees to provide a twenty thousand dollar (\$20,000.00) life insurance policy.

ARTICLE 63

LIABILITY INSURANCE

The Employer agrees to provide a one million dollar (\$1,000,000.00) policy for all employees in the bargaining unit. The Employer further agrees to meet with the Union to discuss the details of the policy.

entrul Retrospective
BMR

ARTICLE 34

SHIFT DIFFERENTIAL

Employees who work in an operation which is a twenty-four (24) hour continual operation will be eligible for shift differential. Employees on second shift shall earn an additional fifty (.50) cents per hour. Employees on third shift will earn an additional seventy (.70) cents per hour.

ARTICLE 35

CALL-BACK PAY

When an employee is called back to work after the end of the regular shift, he/she will be guaranteed four (4) hours pay at the appropriate rate.

ARTICLE 36

THE COUNTY PLAN

SECTION 1. The Employer agrees that the Lucas County Employees Health Benefit Plan Document will continue without substantial changes in the schedule of benefits of said plan at the current level as of January 1, 1997, except for the benefits discussed in Section 2 below. These benefits will be furnished at no cost to the employee provided the County retains the right to select the providers of such health benefits.

SECTION 2. The Employer will provide Mental Health Coverage and Substance Abuse Coverage provided the employer retains the right to select the providers of such health benefits.

SECTION 3. The Employer agrees to continue to provide, without substantial changes in the Lucas County Employee Health Benefit Plan Plan Document a Prescription Drug Plan at the current level of benefits as of January 1, 1997 at no cost to the employees provided the County retains the right to select the providers of such health benefits.

The Employer agrees to continue to provide without substantial changes at the current level of benefits as of January 1, 1997, Dental coverage at no cost to the employees provided the County retains the right to select the providers of

General Comm.
Technical + Service

such Dental coverage.

SECTION 4. The Lucas County Commissioners will continue to pay the premiums of a \$20,000 group life insurance policy for the employees eligible under the provisions of said policy.

SECTION 5. The Employer will offer at least one Health Maintenance Organization (H.M.O.) option to employees.

SECTION 6. In the event the County Commissioners are permitted and does enlarge the insurance coverage to optical for other employees of Lucas County, the County Commissioners shall immediately grant the increased coverage to the employees of the bargaining unit herein.

SECTION 7. The parties agree that in the event an employee is laid off or is on an unpaid sick leave, the County shall continue to provide medical coverage for the duration of the layoff or unpaid sick leave, whichever is applicable, or for one year, whichever is less.

ARTICLE 37

JOB-RELATED LEGAL REPRESENTATION

The County Prosecutor shall act as legal council to an employee charged in a civil action as a direct result of job-related activities, if said employees' actions are directly in the scope of said job.

Such representation shall have no relationship to any possible actions or related procedures under the grievance procedure of this collective bargaining agreement. Under this Article, Legal Counsel cannot be called as a witness or otherwise involved in any procedure under the grievance procedure of this collective bargaining agreement.

ARTICLE 38

WAGES

Section 1. Effective January 1, 1997, wages shall be increased four percent (4%). Effective January 1, 1998, wages shall be increased four percent (4%). Effective January 1, 1999, wages shall be increased four percent (4%).

Each employee will be entitled to one (1) hour of personal time per year of service or eight (8) hours, whichever is greater. The employee will be able to use personal time in half hour (1/2) increments and the hours will be credited on May 15th each year.

Section 4

There is no overtime for the personal time, it can not be carried over as compensatory time and the employee must use this time within the one year posting period.

ARTICLE 17

INSURANCE

Section 1

The parties agree the Bargaining Unit is covered by the health care program(s) offered to County employees through the Board of County Commissioners. The provider(s) of health care and the schedule of health benefits provided shall be as offered for all County employees through the Board of County Commissioners.

After the open enrollment period each year, the employer will provide the health care program(s) offered for all County employees through the Board of County Commissioners with no payroll deduction through May 14, 2001.

Section 2

The employer will provide Mental Health Coverage and Substance Abuse Coverage provided the employer retains the right to select the provider(s) and schedule of benefits as offered for all County employees through the Board of County Commissioners.

Section 3

The parties agree the Bargaining Unit is covered by the prescription drug plan offered to County employees through the Board of County Commissioners. The provider of the prescription drug program and the schedule of benefits shall be as offered for all County employees through the Board of County Commissioners.

After the open enrollment period each year, the employer will provide the prescription drug plan offered for all County employees through the Board of County Commissioners, with no payroll deduction through May 14, 2001.

Section 4

The parties agree the Bargaining Unit is covered by the dental program offered to County employees through the Board of County Commissioners. The provider of the dental program and the schedule of benefits shall be offered for all County employees through the Board of County Commissioners.

After the open enrollment period each year, the employer will provide the dental program offered for all County employees through the Board of County Commissioners, with no payroll deduction through May 14, 2001.



...continue to pay the premiums of a \$20,000 group insurance policy for the employees eligible under the provisions of said policy.

Section 6

In the event the County Commissioners are permitted and does enlarge the insurance coverage to optical for other employees of Lucas County, the County Engineer shall immediately grant the coverage to the employees of the bargaining unit herein.

ARTICLE 18

CONFORMITY WITH LAW/SEVERABILITY

Section 1

It is the intention of the Parties that this Agreement comply with all applicable laws and rules and regulations promulgated pursuant thereto.

Section 2

A. Should any portion of this Agreement be hereafter determined to be void or unenforceable as the result of any law or court decision, such determination shall not affect the remainder of this Agreement. Upon notice of the other party that a portion of this Agreement been severed, the parties agree to meet promptly for renegotiation of said severed portion hereof.

B. The parties shall implement any new law or provisions which are required thereof as soon as the Parties can secure same in negotiations.

ARTICLE 19

REVIEW OF PERSONNEL FOLDER

Section 1

Members of the bargaining unit shall be allowed to review their personnel folders at any reasonable time upon request. If a member upon examining his personnel folder, has reason to believe that there are inaccuracies in those documents to which he has access, he will file a request to have said inaccuracies removed from his or her file. If upon investigation, the employer sustains such allegation, they shall remove and destroy material in the presence of the employee.

Section 2

Supervisory and administrative personnel may only divulge any material in any personnel folder in accordance with applicable State and Federal Laws.

Section 3

The Union will in no way hinder or interfere with any State or Federal regulations regarding any employee's folder. However, the Union may view an employee's personnel folder upon a written authorization from said employee, authorizing the viewing of the same.

Endoverit

A Recommendation
From
Lucas County EMS Members
Of The County Health Care
Cost Containment Board
To
Mr. Jim Wells
December 11, 1998

Based on the recommendation to the County Commissioners, dated December 12, 1997; more specifically, the list of priorities that the Board utilized to recommend its' choice of health care providers to the Commissioners; we are suggesting the following:

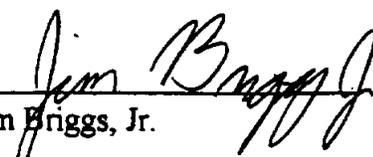
1. Retain Family Health Plan HMO and recognize their continued willingness to provide the Lucas County Employees with a valuable health plan.
2. Realize that Medical Value Plan is desired by our members per the Agreement that was signed, effective March 1, 1999 through February 29, 2000. However, this plan appears to be unavailable as previously agreed upon due to actions taken by MVP. We recommend that the County peruse with litigation in an attempt to recover all financial losses incurred by MVP's unilateral termination of the current Agreement, forcing the Board to offer an alternative HMO at an additional expense to the County Commissioners.
3. That Paramount Health Care be offered to the Lucas County Employees as an alternative to the MVP plan that will not be available.

It is our finding that to maintain the current benefits; maintain the no monthly employee payroll deduction; and maintain access to major medical providers including hospitals, we have eliminated FHP (POS) and CHN as possible choices.

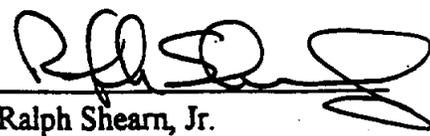
As previously stated, our members desire MVP; but not under the current conditions. We feel we have an Agreement through February 29, 2000. We do not foresee foreclosure to the upcoming MVP litigation in order to offer it as was previously agreed upon.

We understand that this years recommendation of HMO providers will potentially require a significant dollar increase above what we have recommended in the past. We believe this shows how diligent this Board has worked in conjunction with your guidance, to minimize health care costs to Lucas County. We expect that the increased costs incurred will be offset in the MVP settlement.

Lucas County EMS Union Stewards:


Jim Briggs, Jr.


Mark F. Mullins


Ralph Shearn, Jr.

201
Charles W. Johnson
Kathy S. McLean
Jana R. Howe
Randall K. Hunt
Valerie J. Hunter
Beth Pulest
Pam Reese
Deborah Young
Linda Gair
Christina J. J.
Judith R. Kuster
James York
Kelsey Wilson
Don Arnold
Kimberly J. Westman
Marie J. DeLoach
Dutch Maly
Krya di Alamo
Luo Popp
Jennifer Taylor Johnson
Kathleen J. J.
Lett Smith
Doree Vincent

David Lane
Steven Kowal
Sally Bradley
Wojtek Ranson
Michael C. Skim
Shirley Smith
Joseph W. P.
Herald R. Mackay

UX 9

Union
endorse

**RECOMMENDATIONS
FROM
THE LUCAS COUNTY HEALTH CARE COST CONTAINMENT BOARD
TO
THE BOARD OF LUCAS COUNTY COMMISSIONERS**

December 15, 1998

WHEREAS, the Lucas County Health Care Cost Containment Board (LCHCCCB) was established by the Board of Lucas County Commissioners (Commissioners) to serve in an advisory capacity to the Commissioners on employee health care issues; and

WHEREAS, the LCHCCCB has discussed the merits and benefits to Lucas County employees and, ultimately, the taxpayers of Lucas County, of making good health care cost containment recommendations; the LCHCCCB hereby submits the following:

RECOMMENDATIONS:

1. The LCHCCCB hereby recommends to the Board of Lucas County Commissioners that the County enter into a contract for not less than two (2) years with Family Health Plan for employee HMO coverage.
2. The LCHCCCB further recommends to the Board of Lucas County Commissioners that Family Health Plan be made available to Lucas County employees without requirement of an employee payroll deduction.
3. The LCHCCCB further recommends that the contract with Family Health Plan contain a provision of successors and assignees language.
4. The LCHCCCB further recommends that a second health care option be made available to Lucas County employees. This second option will be self insured through the Cooperative Health Network (CHN) of participating physicians and medical providers. Said plan shall pay benefits on an 80/20 basis with the employee being responsible for 20% of the actual cost of the eligible health care expense incurred through the network of providers, up to an annual maximum of \$1,000.00 per covered person and further limited to \$2,000.00 per family. This second health care plan shall be made available to Lucas County employees without requirement of an employee payroll deduction. There shall be no annual deductible expense associated with this program.
5. The LCHCCCB further recommends that any savings realized through the CHN option will be returned to the health care fund for the purpose of maintaining and/or improvement of benefits.

UX 10

**Lucas County Employees
Open Enrollment Instructions
January - February, 1999**

The Annual Open Enrollment period is Monday, January 11, 1999 through Tuesday, February 2, 1999.

Deadline to return forms is Tuesday, February 2, 1999. No late applications will be accepted.

There will be no employee payroll contribution for any plan offered.

All eligible employees enrolled in Medical Value Plan (MVP) must complete an enrollment form in order to have health and prescription drug coverage effective March 1, 1999.

If you do not want to make a change to your health care plan, you do not have to complete an enrollment form.

Any change for Life Insurance requires a separate card. Please make sure that your beneficiary selection is up-to-date.

In order to make a change in your current coverage, you must complete a Lucas County Health Benefits Enrollment Form. (Please use BLACK INK.) Make sure that all information is included on the Enrollment Form. This includes social security numbers, birthdates, other insurance information, etc. Missing information will cause delays in processing. Sign and return the form to your Benefits Department by Tuesday, February 2, 1999. If you are currently enrolled in Medical Value Plan (MVP) and you do not complete and return an Enrollment Form by February 2, 1999, you will not have health or prescription drug coverage after February 28, 1999. All changes will be effective March 1, 1999.

Your options during this open enrollment period are:

A. Enrollment in one of the following health care providers:

- 1) Family Health Plan - \$5 office visit co-pay
- 2) The Lucas County Plan - \$8 office visit co-pay, through the CHN network

Out-Of-Area Dependents: For those employees who have dependents that reside beyond the service area of the plans offered, and are required by court order to provide medical insurance, you may obtain coverage through the Lucas County Plan with benefits consistent with the CHN in-network benefits.

B. Enrollment in the Lucas County Prescription Drug Plan through the AmeriSource Performance Network.

C. Enrollment in one of the following Dental providers:

- 1) Enrollment in the Lucas County Dental Program through Stateline TPA, Inc., does not include Orthodontia.
- 2) Enrollment in the Dental PPO program offered through CompDent Corporation which includes limited Orthodontia coverage.

D. OR Waiving your right to any and/or all coverage.

Changes in the Lucas County Health Care Plan for 1999 - 2000:

- ⇒ **Medical Value Plan will no longer be offered as an HMO option.**
- ⇒ **The Lucas County Plan will be offered utilizing the CHN network of providers.**
- ⇒ **Prescription drug coverage will only be offered through the Lucas County Prescription Drug Plan.**

Item remaining the same:

- ① **If two employees are married and both work for Lucas County, you are entitled to one HMO family plan or two HMO single plans.**

1999 OPEN ENROLLMENT LCCS 00290

4X11

Name	Waiver	FHP	LCP	Presc	T	
Abdoney		F		F	F	
Adams		S		S	S	
Akins		F		F		F
Aldaco		F		F	F	
Anglin		S		S	S	
Armbruster		F		F	F	
Austin		F		F	F	
Baker		F		F	F	
Ball		S		S	S	
Barkenquast		F		F	F	
Barnett		F		F	F	
Bartlett		S		S		S
Basil		S		S	S	
Battles, C			S	S	S	
Battles, R			S	S	S	
Beins		F		F	F	
Bell		F		F	F	
Bell-Cluskey		F		F	F	
Bembry		F		F	F	
Benner		F		F	F	
Benore			S	S	S	
Betz		F		F	F	
Biehler		F		F		F
Bird		S		S	S	
Blair		S		S	S	
Bloom			F	F	F	
Bobak		F		F	F	
Bogan		S		S	S	
Bohnett			F	F	F	
Bork		S		S	S	
Boroff		F		F	F	
Bortel			F	F	F	
Bostelman		F		F	F	
Brandt		F		F		F
Brebberman		F		F	F	
Bridge		F		F	F	
Bridges		S		S	S	
Briggs		S		S	S	
Brim		F		F	F	
Brown, B		F		F	F	
Brown, C		F		F		F
Brown, D		F		F	F	
Brown, J		F		F	F	
Brown, W		F		F	F	
Bruns		F		F	F	
Bunde	X				F	
Burton-Pratcher		F		F	F	
Bush		F		F	F	
Caldwell		F		F	F	
Calvin		F		F	F	
Carlock			S	S		S
Chamberlin		S		S	S	
Clark, P	X			F	F	
Clark, R		S		S	S	
Clawson		F		F	F	
Cleland-Blinn		S		S	S	
Coffey		F		F	F	
Coker		F		F	F	
Constatine		F		F	F	
Corado		F		F	F	
Cousino		F		F	F	
Craddolph		S		S	S	

1999 OPEN ENROLLMENT LCCS 00290

	Name	Waiver	FHP	LCP	Presc	Dental	CompD
	Cunningham		F		F	F	
	Curtis		S		S	S	
	Dandareau		F		F	F	
	Danford		F		F	F	
	Davenport		F		F	F	
	Davis, A		F		F		F
	Davis, Jennifer		F		F	F	
	Davis, Jeff		F		F	F	
	Davis-McGowan		F		F	F	
	Davis-Williams		F		F	F	
	Denno		S		S	S	
	Descamps		S		S	S	
	DeStazio		F		F	F	
	Dinkens, J		F		F	F	
	Dinkens, M		F		F	F	
	Dinkens, P		F		F	F	
	Marable-Dixon		F		F	F	
	Dlugosielski		S		S	S	
	Draheim			F	F	F	
	Drake		F		F	F	
	Dunkerson		F		F	F	
	Dunn		F		F	F	
	Dunston		F		F	F	
	Echols		F		F		F
	Ferguson	X				F	
	Fernandez		S		S	S	
	Fike		S		S	F	
	Fitzgerald		F		F	F	
	Foley			F	F	F	
	Follas		F		F	F	
	Franklin		F		F	F	
	Fritzsche		F		F	F	
	Fuller		F		F	F	
	Galloway			S	S		S
	Gariand		F		F	F	
	Giles		F		F	F	
	Gillig		F		F	F	
	Gilmore		F		F	F	
	Gilreath		F		F	F	
	Gosselin			F	F	F	
	Gray		F		F		F
	Greenlese, D		F		F	F	
	Greenlese		F		F	F	
	Griesinger		F		F	F	
	Griffin		S		S	S	
	Guardiola		S		S	S	
	Gunning	X life only					
	Hall, K		S		S	S	
	Hall, T		F		F	F	
	Hamilton		S		S	S	
	Hammond		F		F	F	
	Hankins		S		S	S	
	Harrison		F		F	F	
	Hasenfratz		F		F	F	
	Hays		F		F	F	
	Helvoigt		S		S	S	
	Henderson		F		F	F	
	Hickey		F		F	F	
	Hiltman		F		F	F	
	Marable-Hiltman	X life only					
	Hodge		F		F	F	

1999 OPEN ENROLLMENT LCCS 00290

Name	Waiver	FHP	LCP	Presc	Dental	CompD
Hoffman, L		F		F	F	
Hoffman, R		F		F	F	
Holden		S		S	S	
Hollingsworth		F		F	F	
Horn		F		F	F	
Horst		S		S	S	
Hurley		F		F	F	
Jaffee			F	F	F	
James		S		S	S	
Janicki		S		S	S	
Jefferson		S		S	S	
John		S		S	S	
Jones, L	Xlife only					
Jones, T		F		F	F	
Jones, W		F		F	F	
Kabwasa		F		F	F	
Kautz			F	F	F	
Keaton		F		F	F	
Keeler			F	F	F	
Keil		S		S	S	
Ketelaar		F		F	F	
Kimberly		S		S	S	
King		F		F	F	
Kirk		S		S	S	
Kitzler		F		F	F	
Klepacz		F		F	F	
Klimczak		F		F	F	
Knepper			S	S	S	
Kniolek			S	S	S	
Koziarski		S		S	S	
Kraus		F		F	F	
Kuhnke		F		F	F	
Kunkel, A		F		F	F	
Kunkel, E		S		S	S	
Kunkel, M		F		F	F	
Lane, B		F		F	F	
Lane, C		F		F	F	
Larkey-Morrow		F		F	F	
Lawrence			F	F	F	
Laytart		S		S	S	
Nyari-Lazzaro		F		F	F	
Leatherman		S		S	S	
Lee	X			S	F	
Lesti		F		F	F	
Levesque		F		F	F	
Lewis		S		S	S	
Lietart		S		S	S	
Lingerfelt		S		S	S	
Linthicum		F		F	F	
Lloyd		F		F	F	
Lopez, A		F		F	F	
Lopez, Jr		F		F	F	
Ludwig		F		F	F	
Marks		S		S	S	
Martin-McNeal		F		F	F	
Marzick		S		S	S	
Mathias			F	F	F	
Mathews		F		F	F	
May		F		F	F	

1999 OPEN ENROLLMENT LCCS 00290

	Name	Waiver	FHP	LCP	Presc	Dental	CompD
	McCarthy		F		F	F	
	McElin		S		S	S	
	McCourt, B			F	F	F	
	McCourt, G	Xlife Only					
	McDonald			S	S	S	
	McGee		F		F	F	
	McGowan		F		F	F	
	McIlwain		F		F	F	
	McKenize		F		F	F	
	McLaughlin			S	S	S	
	Meehan		S		S	S	
	Meiring		F		F	F	
	Metternick		F		F	F	
	Meyer		F		F	F	
Effective 3/4	Middlebrooks, H		F		F	F	
	Miller, K		F		F	F	
	Miller, M		S		S	S	
	Miller, N	X-life only					
	Mills, Susan		S		S	S	
	Mitcham		S		S	S	
	Mitchall-Hall		F		F	F	
	Mitchell, R		F		F	F	
	Mitchell, Tamara		F		F	F	
	Monetta			F	F	F	
	Moore		F		F	F	
	Mosely		F		F	F	
	Mouch	X			S	S	
	Murray		S		S	S	
	Myerholtz		F		F	F	
	Nathan		F		F	F	
	Oberrecht-Tyler		S		F	F	
	Ocheske		F		F	F	
	Odom		F		F	F	
	Ogden		F		F	F	
	Orges		F		F	F	
	Pacheco		F		F	F	
	Palmer		S		S	S	
	Parker, M		F		F	F	
	Parker, Ryan		S		S	S	
	Pasko		S		S	S	
	Pearon		S		S	S	
	Perry		F		F		F
	Pearson		F		F	F	
	Pettaway		S		S	S	
	Pinkelman		F		F	F	
	Player		F		F	F	
	Pommeranz		F		F	F	
	Porter		S		S	S	
	President		F		F	F	
	Radde		S		S	S	
	Ransey		S		S	S	
	Ranson			F	F	F	
	Reed, B		F		F	F	
	Reed, C		F		F	F	
	Reed, J		F		F	F	
	Reese		F		F		F
	Reineke		F		F	F	
	Renfro		S		S	S	
	Renner		S		S	S	
	Richmond		S		S	S	
	Rittichier		F		F	F	
	Roberts	X-life only					

1999 OPEN ENROLLMENT LCCS 00290

	Name	Waiver	FHP	LCP	Presc	Dental	CompD
	Robinson		F		F	F	
	Roesler		F		F	F	
	Rogers			F	F	F	
	Rose, Jr		F		F	F	
	Rosenbalm		F		F	F	
	Rothbaum		S		S	S	
	Russell			S	S	S	
	Ryan		F		F	F	
	Ryley		F		F	F	
	Samson		F		F	F	
	Scherer			F	F	F	
	Schmalzried		F		F	F	
	Schmidt, Carol		F		F	F	
	Schmidt, Chris		F		F	F	
	Schmidt, Kristi		F		F	F	
	Schneider		F		F	F	
	Schnell			F	F	F	
	Schwind		S		S	S	
	Seed	X			F	F	
	Segura		F		F	F	
	Serra		F		F	F	
	Sewell		F		F		F
	Seybold, Jr		F		F	F	
	Shaneck			F	F	F	
	Shelmon		F		F	F	
	Shields		S		S	S	
	Shinaver		S		S	S	
	Sieja		S		S	S	
	Sigler		S		S	S	
	Simmons		F		F	F	
	Smith, M		F		F	F	
	Smith, P		F		F	F	
	Smith, S		S		S	S	
	Snow		F		F	F	
	Sodd		S		S	S	
	Sparks		F		F	F	
	Spotts		S		S	S	
	Springer		F		F	F	
	Stephens		F		F	F	
	Stonerock			F	F	F	
	Stover		F		F	F	
	Strickland		F		F	F	
	Striggow		F		F	F	
	Sturdivant		F		F	F	
	Swearengen		F		F	F	
	Swiderski		S		S	S	
	Swindel		F		F	F	
	Switala		F		F	NO	
	Swyers		S		S	F	
	Taylor, D		F		F	F	
	Taylor, V		F		F	F	
	Theiss		F		F	F	
	Thompson, D		F		F	F	
	Thompson, G		F		F	F	
	Tipping		F		F	F	
	Tomanski		F		F	F	
	Toyer		F		F	F	
	Urbanowski		F		F	F	
	Vaughn		S		S	S	
	Veeck		S		S	S	
	Ventresca		S		S	S	
	Wagener		S		S	S	
	Wakefield		S		S	S	

**RESOLUTION REGARDING REPAYMENT OF CERTAIN EXPENSES
FOR MEDICAL CARE OF EMPLOYEES AND THEIR DEPENDENTS**

WHEREAS, the Lucas County Children Services Board is a political subdivision of the State of Ohio, and

WHEREAS, the Lucas County Children Services Board desires to employ a healthy workforce and provide employees and their dependents with good medical benefits, now therefore

BE IT RESOLVED that the Lucas County Children Services Board shall in addition to providing insured medical coverage, pay non-reimbursed expenses for medical care which are incurred by its full-time employees and part time employees working in excess of twenty four (24) hours per week commencing on March 1, 1999; that the maximum payment shall be one thousand dollars (\$1,000.00) per employee per year for employees electing single coverage under the Lucas County Plan or two thousand dollars (\$2,000.00) per year for employees electing dependent (i.e. family) coverage under the Lucas County Plan; that the term "medical care" as used herein shall have the same meaning as it is accorded by Section 213(d) of the Internal Revenue Code or any statute of like tenor or effect which may hereafter be enacted and shall include among other things non-reimbursed hospital services, nursing services, medical, laboratory, surgical, and other diagnostic and healing services, x-rays, medicine and prescription drugs, and prosthetic devices; and that the term "dependent" as used herein shall have the same meaning as it is accorded by Section 152 of the Internal Revenue Code or any statute of like tenor or effect that may hereafter be adopted, AND

BE IT FURTHER RESOLVED, that for purposes of carrying out the immediately preceding resolution, the Executive Director may cause the organization to pay the expenses of medical care referred therein directly, to reimburse them for the same upon submission of appropriate documentation, to procure insurance covering the same or to do any combination of the foregoing.

**LUCAS COUNTY CHILDREN SERVICES
FINANCIAL REPORT 12/31/98**

UX 13
RUN DATE: 1/7/99

	1998 BUDGET	ACTUAL YTD	BALANCE	% TO ACTUAL	% YEAR	MONTHLY BUDGETED	MONTHLY ACTUAL	OVER () UNDER +
Real Estate	13,419,563.00	13,623,234.19	(203,671.19)	101.5%	100.0%			
Rollback & Homestead	1,719,209.00	1,729,329.39	(10,120.39)	100.6%	100.0%			
General Personal	2,879,308.00	2,947,581.91	(68,273.91)	102.4%	100.0%			
House Trailer	42,953.00	48,908.11	(5,955.11)	113.9%	100.0%			
Sub Total Levy	18,061,033.00	18,349,053.60	(288,020.60)	101.6%	100.0%			
Title XX	255,000.00	605,892.88	(350,892.88)	237.6%	100.0%			
Federal Daycare	240,000.00	232,444.60	7,555.40	96.9%	100.0%			
IV-E/Other Misc. Administrative	8,800,683.00	10,910,685.10	(2,110,002.10)	124.0%	100.0%			
Other Reimbursements	937,772.00	1,549,338.72	(611,566.72)	165.2%	100.0%			
State Adopt Maint Subsidy	408,000.00	410,721.04	(2,721.04)	100.7%	100.0%			
Sub Total Reimbursements	10,641,455.00	13,709,082.34	(3,067,627.34)	128.8%	100.0%			
IV-E FCM	3,364,470.00	3,058,945.35	305,524.65	90.9%	100.0%			
Other	388,000.00	518,678.14	(130,678.14)	133.7%	100.0%			
Sub Total BD & Care	3,752,470.00	3,577,623.49	174,846.51	95.3%	100.0%			
Grants	2,135,619.00	2,183,478.00	(47,859.00)	102.2%	100.0%			
Other Income	51,300.00	148,920.19	(97,620.19)	290.3%	100.0%			
Total Revenue	34,641,877.00	37,968,157.62	(3,326,280.62)	109.6%	100.0%			
Balance Forward	4,134,523.56	4,134,523.56	-	100.0%	100.0%			
Total Revenue & Balance	38,776,400.56	42,102,681.18	(3,326,280.62)	108.6%	100.0%			
EXPENDITURES								
Employee Compensation	13,401,138.02	12,844,899.07	556,238.95	95.8%	100.0%	1,030,856.77	1,015,283.22	15,573.55
Program Daycare Comp.	-	-	-	0.0%	0.0%	-	-	-
F.I.C.A.	113,414.33	104,410.37	9,003.96	92.1%	100.0%	8,724.18	8,128.37	595.81
Unemployment Comp.	31,050.00	11,721.64	19,328.36	37.8%	100.0%	2,587.50	-	2,587.50
Worker's Compensation	440,115.00	269,881.73	170,233.27	61.3%	100.0%	-	-	-
PERS (13.55%)	1,815,854.20	1,737,536.99	78,317.21	95.7%	100.0%	-	-	-
Insurance (Group)	1,657,979.37	1,528,647.28	129,332.09	92.2%	100.0%	138,164.95	127,492.56	10,672.39
Sub Total Compensation	17,459,550.92	16,497,097.08	962,453.84	94.5%	100.0%	1,180,333.40	1,150,904.15	29,429.25
Supplies	209,200.00	204,608.28	4,591.74	97.8%	100.0%	17,433.33	24,241.71	(6,808.38)
Food/Clothing	455,203.00	331,771.51	123,431.49	72.9%	100.0%	37,933.58	34,748.99	3,184.59
Materials	1,500.00	-	1,500.00	0.0%	100.0%	125.00	-	125.00
Equipment	692,773.00	130,999.81	561,773.19	18.9%	100.0%	57,731.08	16,440.39	41,290.69
Contract Services	-	-	-	-	-	-	-	-
Placements	8,670,069.00	7,449,319.03	1,220,749.97	85.9%	100.0%	722,505.75	594,361.95	128,143.80
Agency Daycare	690,000.00	471,846.45	218,153.55	68.4%	100.0%	57,500.00	36,241.85	21,258.15
Other Daycare	201,226.00	108,985.35	92,240.65	54.2%	100.0%	16,768.83	5,067.75	11,701.08
Client Support	93,800.00	98,504.41	(4,704.41)	105.0%	100.0%	7,816.67	9,536.40	(1,719.73)
Client Transportation	62,784.00	59,560.73	3,223.27	94.9%	100.0%	5,232.00	12,812.75	(7,580.75)
Parking	158,000.00	165,511.25	(7,511.25)	104.8%	100.0%	13,166.67	27,540.00	(14,373.33)
Occupancy & Rent	746,401.00	715,485.12	30,915.88	95.9%	100.0%	-	-	-
Other Contracts	999,128.00	749,052.47	250,075.53	75.0%	100.0%	83,260.67	88,695.93	(5,435.26)
Debt Service	1,038,045.00	1,038,044.70	0.30	100.0%	100.0%	-	-	-
Sub Total Contract Services	12,659,453.00	10,856,309.51	1,803,143.49	85.8%	100.0%	906,250.58	774,256.63	131,993.95
Medical	112,034.00	71,328.50	40,705.50	63.7%	100.0%	9,336.17	8,329.97	1,006.20
Psychological	83,400.00	16,064.06	67,335.94	19.3%	100.0%	6,950.00	81.58	6,868.42
Other Non-Traditional Services	75,000.00	79,615.00	(4,615.00)	106.2%	100.0%	6,250.00	10,000.00	(3,750.00)
Travel	53,996.00	32,177.24	21,818.76	59.6%	100.0%	4,499.67	2,017.92	2,481.75
Mileage	389,019.00	319,552.15	69,466.85	82.1%	100.0%	32,418.25	31,293.83	1,124.42
Advertising	70,800.00	26,977.62	43,822.38	38.1%	100.0%	5,900.00	6,026.43	(126.43)
Printing	25,000.00	8,575.54	16,424.46	34.3%	100.0%	2,083.33	860.21	1,223.12
Other Expenses	97,715.00	81,659.03	16,055.97	83.6%	100.0%	8,142.92	96.00	8,046.92
Telephone Expense	235,000.00	210,828.51	24,171.49	89.7%	100.0%	19,583.33	92,723.12	(73,139.79)
Insurance Expense	120,395.00	154,529.00	(34,134.00)	128.4%	100.0%	-	-	-
Total Expenditures	32,740,038.92	29,022,092.82	3,717,946.10	88.6%	100.0%	2,294,970.65	2,152,020.93	142,949.72
Ending Balance	6,036,361.64	13,080,588.36	Unrecorded before					
Total Expenditure & Balance	38,776,400.56	42,102,681.18	Actual					

Actual

David Sigler, Associate Director-Administrative Services