

STATE EMPLOYMENT
RELATIONS BOARD

2002 DEC 30 A 10: 20

**STATE EMPLOYMENT RELATIONS BOARD
STATE OF OHIO**

In the Matter of the Factfinding]
Between:]

Erie County Sheriff,]
Employer]

and]

SERB Case Numbers 02-MED-10-1030
02-MED-10-1031

Raymond J. Navarre,
Factfinder

Fraternal Order of Police/Fire,]
Ohio Labor Council, Inc.,]
Employee Organization]

FACTFINDING REPORT and RECOMMENDATIONS

Date of Issuance: December 27, 2002

Date of Hearing: December 12, 2002

Location of Hearing: Erie County Services Center, Sandusky, Ohio

Present for the Factfinding:

Terry M. Lyons
The Employer
Representing the Employer
James A. Sennish, Human Resource Director
Paul A. Sigsworth

Phil Patch
Staff Representative
The Fraternal Order of Police,
Ohio Labor Council, Inc.
Representing the Employees
Robert John Werner
Jeffery S. Hippely
Joseph P. McPeck
Mark W. Paule

Note that for purposes of identification in this document, The Erie County Sheriff and his representatives will be referred to as the **EMPLOYER** and the Staff Representative of the Fraternal Order of Police, Ohio Labor Council, Inc. and the other representatives will be referred to as the **UNION**.

Time: The Factfinding started about 2:15 p.m. and concluded about 3:35 p.m.

BACKGROUND

Before the Factfinding began, the persons present were asked to affirm that what they said was the truth and the whole truth. They all so affirmed.

The collective bargaining unit in this matter consists of twenty-one (21) deputies, seven (7) sergeants and four (4) lieutenants. The Parties have met a number of times previous to this meeting.

The current Collective Bargaining Agreement with the FOP is effective from January 1, 2000 until December 31, 2002.

Prior to the Factfinding and during the Factfinding, the representatives of the Employer and the Union continued to mediate issues and a number of the unresolved issues were resolved. The unresolved issues submitted to Factfinding were as follows.

UNRESOLVED ISSUES

Issue 1	Article 15	Vacations
Issue 2	Article 27	Hospitalization/Major Medical
Issue 3	Article 26	Injured on Duty Pay
Issue 4	Article 30	Uniform Maintenance
Issue 5	Article 20	Conversion Time Off
Issue 6	Article 28	Wages
Issue 7	Transitional Work	
Issue 8	BWC Drug Free Workplace Program	
Notes	Life Insurance and Professional Liability Coverage	

The Employer and the Union presented the Factfinder with statements regarding their positions on the unresolved issues. The County Auditor made a presentation at the Corrections session on the financial status of the county. This material was used in the factfinding for all the units involving the Sheriff's Department..

FACTFINDING CRITERIA

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

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

FINDING of FACT and RECOMMENDATIONS

The unresolved issues submitted by the Employer and the Union to the Factfinder will be considered in what follows.

Below, the finding of fact will be presented for each issue, followed by the Factfinder's recommendation in respect to that issue and when applicable, the language recommended for the bargaining agreement. The Factfinder's report needs to be considered in its entirety as to the overall effect on the parties and their bargaining positions.

Issue 1 Article 15.01 Vacations

The Union proposes that vacation accrual shall occur annually on a bargaining unit members vacation Anniversary Date and shall accrue in the following amounts:

Probationary (Even if carry-over exists):	NONE
1 year through 6 years:	80.00 hours
7 years through 12 years:	120.00 hours
13 years through 18 years:	160.00 hours
19 years through 24 years:	200.00 hours
25 years through 32 years:	240.00 hours
33 years or more	280.00 hours

The Employer proposes to remain with the wording of the current agreement. Considering comparable work situations and the overall economic impact of the recommendation, the Factfinder makes the following recommendation.

The Employer believes the present schedule is consistent with other Sheriff's offices around the State. Also, the present schedule for other employees under the board of commissioners is the same as in the present agreement.

The Factfinder notes that there is a significant economic impact in this proposal. The Factfinder makes the following recommendation.

RECOMMENDATION

After considering the findings of fact above and the statutory criteria, the Factfinder's recommendation is that the Collective Bargaining Agreement in Article 15.01 remains the same as in the present Collective Bargaining Agreement without change.

Issue 2 Article 27 Hospitalization/Major Medical

The Union had no proposal on this article. However, The Employer agreed to provide MedPlus Preferred Provider Organization Plan for all members covered under this Collective Bargaining Agreement. The Employer agrees for the year 2003 of the agreement to maintain the present out of pocket costs in effect for the year 2002. For the years 2004 and 2005, the Employer agrees to cap the out of pocket costs toward the monthly premium at a maximum of Fifty (50) Dollars for family coverage and Thirty-five (35) Dollars for single coverage. An explanation of the MedPlus is attached.

Issue 3 Article 26 Injured on Duty Pay

The Union makes the following proposal for Article 26.01 through 26.04.

An employee who becomes sick or injured as a result of an on duty incident, or while performing a legally obligated off duty function, shall continue to receive all compensation to which the employee is due, including wages, benefits, and family medical coverage if applicable. Coverage shall continue for the duration of the illness or injury until the employee has been medically cleared to return to their former position or until the employee has applied for, and been accepted by, Workers Compensation Disability. The Employer shall pay all costs associated with the illness or injury, and shall bear the burden of recovering the costs through legal means, other than from an employee, if recovery of costs is possible.

An employee who becomes injured or sick through an on-the-job incident shall be required to file a Workers Compensation claim. All Workers Compensation payments made to the employee shall be remitted to the employer, or the employer's designee, as soon as possible. Payments shall not include civil or criminal settlements from insurance carriers, lawsuits in which the employee was the Plaintiff, etc.

All paid leave accounts of the employee, including, but not limited to, Sick Leave, Vacation, Personal Days, etc., shall remain unchanged, and shall continue to accrue as if the employee was still performing their job.

The above provision shall apply at any and all times in which Deputy Sheriffs, Deputy Sheriff Sergeants and Deputy Sheriff Lieutenants are performing , or attempting to perform, a legal or morally obligated action of a Peace Officer.

Issue 3 (continued)

The Employer feels that the proposal is open-ended and puts the Employer at risk as the position could be open for a long period while the employee recovers. Also, the Employer feels that the proposal is cost prohibitive.

Taking into account the economics, the open ended nature of the proposal and the fact that the employees have ample coverage under the present agreement, the Factfinder makes the following recommendation.

RECOMMENDATION

After considering the findings of fact above and the statutory criteria, the Factfinder's recommendation is that the wording of Article 26 of the present Collective Bargaining Agreement remain the same in the new contract.

Issue 4 Article 30 Uniform Maintenance

The Union's proposal is that a new Article 30.05 be added as follows.

The employer shall provide "dry cleaning" services for uniforms to members of the bargaining unit. Not more than three (3) uniforms (i.e.: shirts, jackets, pants, and ties) per employee shall be cleaned per calendar workweek.

The employer shall pay all costs associated with dry cleaning and shall determine the company or companies that will provide the service.

Uniforms to be cleaned will be left at ECSO in a place determined by the employer and shall be returned to ECSO, and left on a rack or suitable place, as determined by the employer, so the employees may pick up cleaned items during their regularly scheduled work periods.

The Union proposes that this proposal be added as a new section, Section 30.05 to Article 30.

The Sheriff said that he is working on a proposal to contract out the dry cleaning of uniforms. He did not project when this could be accomplished.

The Employer rejects the proposal because there are no costs projections.

The Factfinder, considering the cost issue and a projected contract for the dry cleaning of uniforms, makes the following recommendation.

RECOMMENDATION

After considering the findings of fact above and the statutory criteria, the Factfinder's recommendation is that in Article 30, an Article be added, 30.05 with the following language.

30.05 The Employer will pay for the dry cleaning of uniforms at the rate of Six Dollars (\$6.00) per week, paid on a bi-weekly basis until a service for dry cleaning uniforms is provided by the Employer.

Issue 5 Article 20 Conversion Time Off

The Union proposes the following:

The Employer shall provide a system of trading overtime hours for time off, at a rate of 1 hour of overtime equals 1.5 hours time off, not to fall under F.L.S.A. (Fair Labor Standards Act) Compensation Time.

Time-off hours shall be "capped" at 24.00 hours maximum, per employee, at any given time, to be used at the discretion of the employee. All Conversion Time Off hours not used by the employee prior to the last pay period of the year shall be paid on the last pay check of the year, at the employee overtime hourly rate of pay at that time. There shall be no carry-over of Conversion Time Off.

The Employer shall provide a form for the employees to indicate their preference that time off shall be "banked" instead of paid. It shall be the employees responsibility to fill out and submit this form to the Employer. Overtime shall be automatically taken as pay unless the employee has submitted the required form. Accrued time over 24.00 hours shall be automatically paid to the employee during the next pay period.

The employee shall be required to submit a written Request For Leave Form to the employer. The employee shall notify the employer no less than 48 hours in advance that he/she plans to use accrued Conversion Time Off. The employer or the employers designee may waive the 48 hour notice in case of an emergency.

Conversion Time Off shall be taken in 4.0 or 8.0 increments with the prior approval of the employer, and in accordance with the workload requirements of the division.

The Employer's position is that such a system would not only alter the present arrangement but create an overtime nightmare.

The Factfinder feels there were no good arguments provided by the Union for this proposal. The Factfinder further feels that Time Off hours, even capped at 24 hours, to be used at the discretion of the employee would indeed create a nightmare.

Examining comparable work situations, considering the impact on the scheduling and overtime and considering other factors that impact the issue, the Factfinder makes the following recommendation.

RECOMMENDATION

After considering the findings of fact above and the statutory criteria, the Factfinder's recommendation is that the proposed Article 20.12, a new sub-section, not be included in the new Collective Bargaining Agreement.

Issue 6 Article 28 Wages

The Union's proposal is as follows.

Deputy Sheriffs shall have their wages adjusted upward to 10% above Corporals of Corrections hourly rate in 2003.

In 2004 and 2005 Deputies shall receive a 5% and 5% increase in pay, but shall also maintain a minimum of ten (10%) percent above a Corporal of Corrections hourly rate of pay, at all times. The contractual wage chart shall reflect the following changes:

** Class D Deputy Sheriff - Probationary/Less than one (1) year of full-time service: 85% of Class A Deputy Sheriff hourly rate.

** Class C Deputy Sheriff – After one (1) year of full-time service: 90% of Class A Deputy Sheriff hourly rate.

** Class B Deputy Sheriff – After two (2) years of full-time service: 95% of Class A Deputy Sheriff hourly rate.

** Class A Deputy Sheriff – Three (3) or more years of full-time service: shall be no less than 10% above Jail Corporal hourly rate, in 2003, 2004, and 2005.

** Deputy Sheriff Sergeants – 12% above Class A Deputy Sheriff hourly rate.

** Deputy Sheriff Lieutenants – 12% above Sergeants hourly rate.

Current 2002 rates of pay are:

Dispatcher:	\$18.19 per hour
Corrections Officer:	\$18.19 per hour
Corporal of Corrections:	\$19.18 per hour
Deputy Sheriffs:	\$19.18 per hour
Secretaries:	\$21.09 per hour
Sergeants:	\$21.09 per hour
Lieutenants	\$23.23 per hour

There are obviously some discrepancies between the hourly rates but the issue of catching up was addressed in the present agreement in respect to wages and longevity. Also, the compensation of the members of the unit compare favorably with similar units in Ohio.

Considering the economic impact and the overall effect in the contract, the Factfinder makes the following recommendation.

RECOMMENDATION

After considering the findings of fact above and the statutory criteria, the Factfinder's recommendation is that in Article 28.01 the language be as follows.

Each bargaining unit member shall receive an hourly rate increase of three and one-half percent (3.5%) in each year of the contract. The hourly increase is to be calculated from the hourly rates listed in Appendix B of the present Collective Bargaining Agreement for 1/1/02, the year 2002.

Issues 7 and 8 Transitional Work and BWC Drug Free Workplace Program

These two issues were addressed but no decision was reached. The Union agreed that they had no position against the items but would only agree to them as part of the contract, if the other bargaining units agreed. Since the other bargaining units of the Employer took the same position, the Factfinder does not make a recommendation on these items. However, the Factfinder would suggest that these items could be addressed through an existing committee or by a committee established to deal with the issues.

NOTES

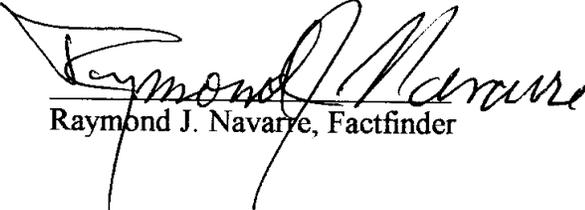
The Factfinder was asked to put a note in the report covering the issue of Professional Liability Coverage. The Employer noted that it believes that professional liability insurance provided through the County Risk Sharing Authority (CORSA) is the standard liability insurance for governmental entities in Ohio. Since the employees are covered by the Errors and Omissions Policy of the County, there is no need for further coverage. This was accepted by the parties involved.

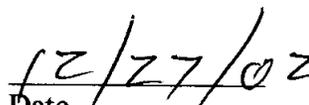
The Factfinder was also asked to note that the amount of life insurance listed in Section 24.02 has been raised to Fifty Thousand Dollars (\$50,000.00) and so agreed on by all. This will be the amount in the new Collective Bargaining Agreement.

Duration of the Contract

Both the Union and the Employer agreed that the Collective Bargaining Agreement would be in force from January 1, 2003 to December 31, 2005.

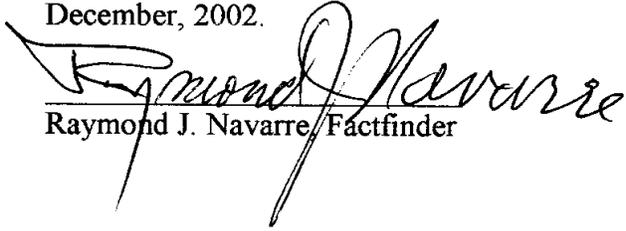
Please note there are two attachments to this report. One attachment concerns the Medical Coverage and the other is an extension agreement signed by both parties.


Raymond J. Navarre, Factfinder


Date

CERTIFICATE OF SERVICE

Originals of the foregoing Factfinding Report and the Recommendations were served upon Terry M. Lyons, Erie County Sheriff, P O Box 2357, 2800 Columbus Avenue, Sandusky, Ohio 44871 by hand and upon Phil Hatch, Staff Representative, Ohio Labor Council, Inc., 222 East Town St., Columbus, Ohio 43215, and upon Dale A. Zimmer, Administrator, Bureau of Mediation, SERB, 65 East State Street, 12th Floor, Columbus, Ohio 43215-4213 both by United States Mail, sufficient postage prepaid, this 27th day of December, 2002.


Raymond J. Navarre, Factfinder

ERIE COUNTY

MedPlus Hospitalization Plan

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MedPlus Hospitalization Plan Effective January 1, 2003

Chiropractic Services:

Limit \$1500 (annual actual maximum)
After ten visits precertification is required.

Mental/Emotional/Substance Abuse:

90% of Covered Charges Above Deductible not to exceed \$5000 maximum per year with precertification required after third visit.

Precertification Procedures:

Inpatient and outpatient (limited scope).

TMJ:

Limited to \$1000/year.

Human Organ Donor Transplants:

Limited to \$25,000 acquisition cost per organ.

Wellness/Preventative Care:

Prostate Screening – Limited to one routine PSA per calendar year. **No** age limitations

Pap Smear – Limited to one routine PAP test per calendar year.

Mammogram – Limited to one routine mammogram per calendar year. **No** age limitations.

Emergency Room Services:

In-network/Out of network – 100% of covered charges, **not** subject to deductible.

Dental Plan:

Every six months you can have teeth cleaned and x-rayed – County pays 100% of reasonable and customary (R&C).

Maximum Dental Benefit per Person per Year – \$1500 per person per year not subject to deductible or co-insurance.

Vision Plan:

Eye Examination – \$60 annually (paid by county)

Eyeglass Lenses/Contacts – Limited to one pair of eyeglass lenses or one pair of contact lenses per covered person per calendar year (\$45-\$150 per lenses; \$195-\$240 for contact lenses).

Frames – \$60 paid every two years. Limited to one frame per covered person per period of two (2) calendar years.

Corrective Eye Surgery—Lifetime max of \$500 per covered person for FDA approved corrective eye surgery to correct nearsightedness, farsightedness and astigmatism.

ERIE COUNTY

MedPlus Hospitalization Plan

MedPlus Hospitalization Plan Effective January 1, 2003

Current Deductible: \$75.00 Single
\$150.00 Family

Co-Insurance:

In network: County pays 90%; Employee pays 10%
\$400 Single
\$800 Family

Out of network: County pays 70%; Employee pays 30%
\$800 Single
\$1600 Family

Maximum Out of Pocket:

Combination of deductible and co-insurance.

In Network: \$75 + \$400 = \$475 Single
\$150 + \$800 = \$950 Family

Out of Network: \$75 + \$800 = \$875 Single
\$150 + \$1600 = \$1750 Family

System/Med – Prescription Drug Card:

Not subject to deductible or co-insurance

In Network = up to 34 day supply:

Generic Drug = \$ 5
Brand Name Drug = \$10
Nonformulary = \$15

Out of Network = higher employee cost

Mail Order Maintenance Drugs = up to 90 day supply

Generic Drug = \$10
Brand Drug = \$20
Nonformulary = \$30

Providers:

Selection from Providers in Medical Mutual of Ohio Network.

Provider list is updated daily on the internet and may be checked by visiting www.mmoh.com or by calling Human Resources at 627-7678.

Life Insurance/AD&D Insurance:

\$50,000 Life Insurance
\$100,000 Accidental Death & Dismemberment Insurance

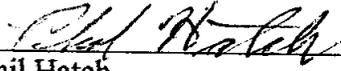
Wellness (Care-A-Van):

Annual Care-A-Van visit covered at 100%. (Includes blood pressure check, blood sugar and cholesterol screening, EKG, osteoporosis screening and body composition.)

EXTENSION AGREEMENT

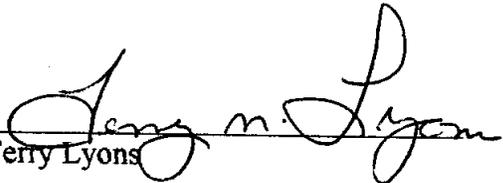
The Erie County Sheriff and the Union agree to waive the SERB time limits and make the successor labor agreement effective January 1, 2003.

FOR THE UNION



Phil Hatch

FOR THE ERIE COUNTY SHERIFF



Terry Lyons 12/16/02
