

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

SERB Case Number 02-MED-10-1032

Raymond J. Navarre,
Factfinder

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
 Victoria Marksbury
 Wendy Fahning

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 11:45 a.m. and concluded about 12:50 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 six (6) civilian communications officers. 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.

Issue 1	Article 14.01	Vacation Hours
Issue 2	Article 15.01	Holidays
Issue 3	Article 16.04	Uses of Sick Time
Issue 4	Article 17.01/17.02	Personal Days
Issue 5	Article 19.11	Conversion Time Off

Issue 6	Article 23.08	Miscellaneous
Issue 7	Article 24	Hospitalization/Major Medical
Issue 8	Article 25.01/25.03	Wages/Longevity
Issue 9	Article 27.05	Uniform Maintenance
Issue 10	Article 26.02	Severance Pay
Issue 11	Article 29	Injured on Duty Pay
Issue 12	Article 30.01	PERS Tax Deferral
Issue 13	TRANSITIONAL WORK	NEW
Issue 14	BWC DRUG FREE WORPLACE PROGRAM	NEW

NOTE on 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 14.01 Vacations

The Union proposes the following schedule for Vacations Hours:

<u>Length of Service</u>	<u>Vacation Hours</u>
Less than one year	none
One year but less than 6 years	80 hours
6 years but less than 13 years	120 hours
13 years but less than 19 years	160 hours
19 years but less than 25 years	200 hours
25 years but less than 33 years	240 hours
33 years or more	280 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.

RECOMMENDATION

After considering the findings of fact above and the statutory criteria, the Factfinder's recommendation is that the Collective Bargaining Agreement in Article 14.01 contain the wording of the present Collective Bargaining Agreement without change.

Issue 2 Article 15.01 Easter Sunday Premium Pay

The Union proposes Easter Sunday as a premium pay holiday. The Employer agrees to Easter Sunday being a premium pay holiday if an employee physically works on Easter Sunday. An employee must start his/her shift , or be subjected to call-in of some type, between 0001 hours and 24 hours on Easter Sunday in order to receive the one and one-half (1.5) premium pay for this section. Employees on leave of any kind are not eligible to pay for Easter Sunday, for purposes of this sub-section only.

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 15.01 Easter Sunday be included as a paid holiday, if the employee physically works on that day.

Issue 3 Article 16.04 Uses of Sick Leave

The Union proposes the addition of item G to Article 16.04 which reads:

G. No-Fault sick leave – the Ability to use sick time for personal reasons without a physician’s slip up to One Hundred-Twenty hours per year.

The Employer feels that the “No-Fault” sick leave plan is an inappropriate use of sick time and could provide up to three more weeks off work a year.

Considering the economic aspects of the proposal and viewing “No-Fault” sick leave as an inappropriate use of sick time, the Factfinder makes the following recommendation.

RECOMMENDATION

After considering the findings of fact above and the statutory criteria, it is the Factfinder's recommendation that the present wording of Article 16.04 remains the same as it is in the present Collective Bargaining Agreement.

Issue 4 Article 17.01/17.02 Personal Days

The Union proposes that all employees covered by the Collective Bargaining Agreement receive four (4) personal days off with pay each contract year. To receive the extra day, the employee must have successfully completed the probationary period.

The Employer notes the economic impact, the overtime burden and the fact that the three personal days is a benefit consistent throughout the country.

Considering the economic impact and the situation in respect to personal days in similar units, the Factfinder makes the following recommendation.

RECOMMENDATION

After considering the findings of fact above and the statutory criteria, it is the Fact-finder's recommendation that the Collective Bargaining Agreement wording remain the same in Article 17.01 as to personal days, three (3) personal days.

Under this same Article, in 17.02, the Union proposes a language change that would accommodate the change in proposal in Article 17.01 as to the number of personal days. Since the recommendation of the Factfinder is to the keep the personal days at three, this proposal is no longer an issue with the Factfinder.

In the copy of the present Collective Bargaining Agreement provided the Factfinder there is no Article 19.10 or 19.11. Therefore I shall consider this as a proposal for a new section.

The Union proposes that the Employer provide a system of trading overtime hours at a rate of one (1) hour of overtime equals one and one-half (1.5) hours of time off, not to fall under FLSA Compensation Time.

Time-off hours shall be capped at Forty (40) hours maximum, per employee, per calendar year, to be used at the discretion of the employee. All Conversion Time Off not used by the employee within the calendar year shall be paid on the last pay period of the year by separate check, at the employee overtime hourly rate of pay at that time. There shall be no carry-over of Conversion Time Off.

Not more than five (5) consecutive eight (8) hours days off of Conversion Time Off may be used at any one time, without using other approved leave within this agreement.

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. All overtime hours within a pay period must be taken as pay or time off and shall not be split. Accrued time over Forty (40) hours shall be automatically paid to the employee.

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 forty 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 Fact-finder's recommendation is that the Collective Bargaining Agreement remain as it is in reference to the issue of overtime in the new contract.

The Union proposes that whenever the County Commissioners or its designee, closes non-essential buildings for weather-related or any other emergency reasons, any bargaining unit member who actually works will receive an additional eight (8) hours pay at base rate.

The addition to the present section would call for the additional eight (8) hours if the closing is weather-related or any other emergency reasons.

The Employer's response is there are no cost estimates and is questionable in nature.

Unfortunately the Factfinder considering the proposal has difficulty understanding the reasons behind the proposal. None were presented by the Union.

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 23.08 remain the same as written in the present Collective Bargaining Agreement.

Issue 7 Article 24 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.

The Union accepted the proposal.

Issue 8 Article 25.01/25.03 Wages/Longevity

The Union proposed a five (5) percent wage increase in each year of the agreement. The Employer is proposing a two (2) percent increase each year for the life of the contract.

Considering the materials presented by both parties to support their positions and taking into account the present economic situation in our area as well as the total economic recommendations being offered by the Factfinder, he 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 25.01 give each member covered by the agreement a three percent (3%) wage increase in each year for the life of the contract. The wording concerning the new hires shall remain the same in the new contract, thus no change from the present agreement.

Article 25.03 Longevity Pay

In the section under wages, the Union proposes the following change to Article 25.03.

Each employee shall be paid longevity compensation by separate check, and holiday pay, also in a separate check, in accordance with Article 16, issued annually on the first pay period in December, based on the following schedule:

Service	Annually
5 years	\$500.00

Each year after five (5) continuous years of employment, an employee is entitled to an additional amount of one Hundred Dollars (\$100.00) for each year of employment, annually, up to a maximum of Two Thousand Dollars (\$2,000.00). [Years of Service X \$100.00 = Total annual amount, i.e., 13 years X \$100.00 = \$1,300]

The Employer response is that this appears to nearly double the cost of this benefit and equal nearly a 3% pay increase.

Taking into account all the recommendations already offered by the Factfinder and all the other pertinent issues involved in this factfinding 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 language of the Collective Bargaining Agreement in Article 25.03 remain the same in the new agreement.

Issue 9 Article 27.05 Uniform Maintenance

The Union proposed that the Employer pay for dry cleaning of uniforms at the rate of Eight Dollars and Thirty-Five Cents (\$8.35) per week, paid on a bi-weekly basis. The pay in the present contract is Three Dollars and Eighty Cents per week. The Employer noted that he was working on a plan that would provide the dry cleaning for the uniforms. However, he was not sure when this would be available.

This increase proposed by the Union is more than double the present allowance. However, there is a need for an increase in the rate.

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 27.05 raise the pay for dry cleaning of the uniforms to Four Dollars and Fifty Cents (\$4.50) per week paid on a bi-weekly basis.

Issue 10 Article 26.02 Severance Pay

The Union proposes to increase the payment of accrued sick time to one and one-half (1 1/2) of the employee's accumulated hours. One of the reasons given for this increase is for parity with the deputies. Considering the total economic of the recommendations made by the Factfinder and the economic climate of the area and the times, 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 26.02 remain the same as to the rate and the maximum number of hours.

Issue 11 Article 29 Injured on Duty Pay

As far as the Factfinder can determine there is no article for Injured on Duty. It says the article will be rewritten and placed in the agreement. The Union presented the following proposal.

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 his/her 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 his/her job.

The above provision shall apply at any and all times in which Communications Officers are performing, or attempting to perform, a legal or morally obligated action associated with their office.

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.

Further, it was indicated that this article was rewritten and placed in the current contract. However, as noted above, the Factfinder could not find a copy of the article.

Because of the vagueness of the situation and some serious concerns about the proposal made by the Union, the Factfinder makes no recommendation in respect to this article.

Issue 12 Article 30.01 PERS Tax Deferral

The Union proposes that the Employer will pay the required amount of Eight Point Five (8.5) percent of gross salary to PERS for each bargaining unit employee.

The Employer said that the cost of such a "Pension Pick-up" program is prohibitive.

The Factfinder agrees with Employer that the proposal is prohibitive and when combined with the wage proposal recommended by the Factfinder, is not realistic in the situation being considered. 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 language of the Collective Bargaining Agreement in Article 30.01 remain the same as in the present agreement, without any change.

Issues 13 and 14 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

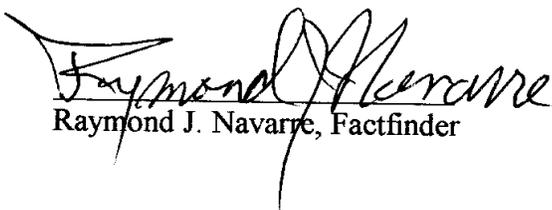
The Factfinder was asked to put a note in the report covering the issue of Professional Liability Coverage. The Employer noted that it believes that professional liability insurance provided through the County Risk Sharing Authority (CORSA) is the standard liability insurance for governmental entities 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 Article 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.

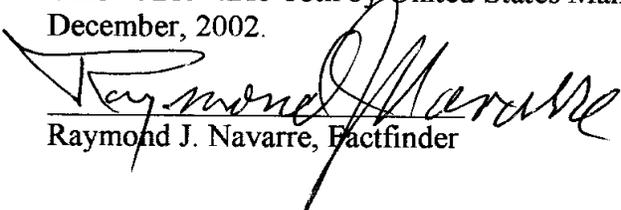
Please note there are two attachments to this report. One attachment concerns the Medical Coverage and the other is an extension agreement signed by both parties.


Raymond J. Navarre, Factfinder

12/27/02
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

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.)

ERIE COUNTY

MedPlus Hospitalization Plan (Page 2)

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).

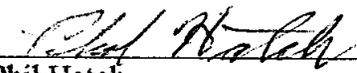
Frames – \$60 paid every two years. Limited to one frame per covered person per period of two (2) calendar years.

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

EXTENSION AGREEMENT

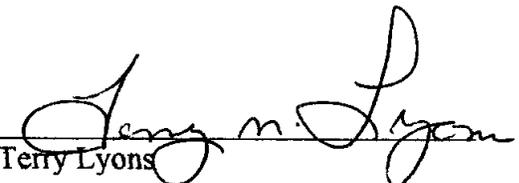
The Erie County Sheriff and the Union agree to waive the SERB time limits and make the successor labor agreement effective January 1, 2003.

FOR THE UNION



Phil Hatch

FOR THE ERIE COUNTY SHERIFF



Terry Lyons 12/16/02

