

2002 DEC 30 A 10: 20

**STATE EMPLOYMENT RELATIONS BOARD
STATE OF OHIO**

In the Matter of the Factfinding]
Between:]
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Erie County Sheriff,]
Employer]
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and]
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Fraternal Order of Police/Fire,]
Ohio Labor Council, Inc.,]
Employee Organization]

SERB Case Number 02-MED-10-1033
Raymond J. Navarre,
Factfinder

FACTFINDING REPORT and RECOMMENDATIONS

Date of Issuance: December 27, 2002

Dates of Hearing: December 12 and December 16, 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, Erie County
Director of Human Resources
Jude T. Hammond, Erie County Auditor
Steven D. Westcott
Tod Dempsey

Phil Hatch
Staff Representative
The Fraternal Order of Police,
Ohio Labor Council, Inc.
Representing the Employees
David Palmucci
Charles Weyer
Tony Hall

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 representatives will be referred to as the **UNION**.

Time: The Factfinding started about 9:15 a.m. and concluded about 11:30 a.m. A second session was held on December 16, 2002 from 2 p.m. to approximately 3:30 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-three employees; nineteen corrections officers and four corrections corporals. 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	Union Recognition	Section 1.01
Issue 2	Vacations	Section 15.01
Issue 3	Vacations	Section 15.09
Issue 4	Holidays	Section 16.01
Issue 5	Holidays	Section 16.02
Issue 6	Holidays	Section 16.06
Issue 7	Holidays	Section 16.08
Issue 8	Sick Leave	Section 17.01
Issue 9	Sick Leave	Section 17.11
Issue 10	Sick Leave	Section 17.12
Issue 11	Hours of Work/Overtime	Section 20.10
Issue 12	Hours of Work/Overtime	Section 20.10
Issue 13	Safety and Health	Section 22.04
Issue 14	Miscellaneous	Section 24.08
Issue 15	Miscellaneous	Section 24.09
Issue 16	Wages	Section 26.01
Issue 17	Wages	Section 26.02
Issue 18	Severance Pay	Sections 27.01 and 27.02
Issue 19	Uniform maintenance	Section 28.05
Issue 20	PERS	Section 31.01
Issue 21	Hours of Work/Overtime	Article 20
Issue 22	Bargaining Team	Article 3
Issue 23	Severance Pay	Section 27.04

The Employer and the Union presented the Factfinder with statements regarding their positions on the unresolved issues.

At the beginning of the session, the Erie County Auditor, Jude T. Hammond, made a presentation on the financial status of the county. He answered a number of questions and left after the questions. This material was used in the three factfindings 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.

UNRESOLVED ISSUES

Issue 1	Section 1.01	Union Recognition
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The Union proposes to include in Section 1.01 Non-deputized Corrections Sergeants. The rate of pay for the Corrections Sergeant will be 5% greater than the rate of pay for the Corrections Corporal. There will be a minimum of one Corrections Sergeant assigned to each shift.

Considering all the issues involved in the 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 Section 1.01 include Non-deputized Corrections Sergeants. The rate of pay for the Non-deputized Sergeants shall be Two and one-half percent (2.5%) greater than the rate of pay for the Corrections Corporal.

The Union proposes the following changes to Section 15.01.

<u>Length of Service</u>	<u>Vacation</u>
Less than one (1) year	None
One (1) year but less than five (5) years	80 hours
Five (5) years but less than ten (10) years	120 hours
Ten (10) years but less than fifteen (15) years	160 hours
Fifteen (15) years but less than twenty (20) years	200 hours
Twenty (20) years +	240 hours

The Union agrees to remove the Personal Days (Article 18) from the contract and replace it with the above vacation schedule.

Considering the economic impact of this proposal and the other economic recommendations 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 wording of Section 15.01 remain as in the present contract, without change.

Issue 3 Section 15.09 Vacations

The Union proposes a new section in Article 15, designated as Section 15.09. The wording of the proposal is as follows.

Employees may elect to receive pay (at their base rate of pay) in-lieu of taking their accrued vacation time according to the following guidelines:

1. The request must be a minimum of eight (8) hours of vacation time and in one (1)-hour increments after the initial eight (8)-hour request.
2. The employee must put their request in writing to the Jail Administrator (or his designee) by May 15th of each calendar year.
3. The employee will receive the vacation pay (on a separate check) on the 2nd pay period of June of the same calendar year.

Vacation days are provided for the personnel to have an opportunity to be away from the stress of the employment. The proposal would have the corrections personnel receive pay

Issue 3 (continued)

rather than take the vacation time off. Also, in the proposal there would seem to be a difficulty with giving the vacation pay before it is earned (Point 3 of the Proposal).

Taking into account the above comments, 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 proposed section not be included in the new Collective Bargaining Agreement.

Issue 4 Section 16.01 Holidays

The Union proposes to add four paid holidays to the one in Section 16.01 of the present contract. Those days are Good Friday, Easter Sunday, Christmas Eve and New Year's Eve.

This proposal, if accepted, would have a significant economic impact. 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 Collective Bargaining Agreement wording remain the same in Section 16.01 as to the number of paid holidays.

Issue 5 Section 16.02 Holidays

The Union proposes to delete the current language in Section 16.02 and replace it with the following:

The holiday will be observed on the actual calendar day of the holiday.

Three important issues are involved in this proposal: economics, scheduling and overtime. Taking these into account the Factfinder makes the following proposal.

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 Section 16.02 remain the same as in the present contract.

Issue 6 Section 16.06 Holidays

The Union proposes to delete the language in Section 16.06 and in essence eliminate the section as such.

Issue 6 (continued)

The Factfinder agrees with the proposal and makes the following recommendation.

RECOMMENDATION

After considering the findings of fact above and the statutory criteria, the Factfinder's recommendation is that Section 16.06 of the Collective Bargaining Agreement be deleted from the new agreement.

Issue 7 Section 16.08 Holidays

The Union proposes that Holiday pay and longevity pay shall be issued on separate checks. They also noted that this is the current practice.

Since this is the current practice, the Factfinder recommends the following.

RECOMMENDATION

After considering the findings of fact above and the statutory criteria, the Factfinder's recommendation is that the collective bargaining agreement in Section 16.08 contain the following language: Holiday pay and longevity pay shall be issued on separate checks.

Issue 8 Section 17.01 Sick Leave

The Union proposes to delete the existing language and replace it with:

Section 17.01 CREDITING OF SICK LEAVE Sick leave credit shall be earned at the rate of 4.6 hours for each 80 hours worked per pay period in active status, including paid vacation, and sick leave, but not during a leave of absence or layoff. Sick leave credit shall also be earned for each hour worked. Unused sick leave shall accumulate without limit.

There are some economic implications in the proposal but the Factfinder accepts the proposal and 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 Section 17.01 of the Collective Bargaining Agreement be as follows.

Section 17.01 CREDITING OF SICK LEAVE Sick leave credit shall be earned at the rate of 4.6 hours for each 80 hours worked per pay period in active status, including paid vacation, and sick leave, but not during a leave of absence or layoff. Sick leave credit shall also be earned for each hour worked. Unused sick leave shall accumulate without limit.

The Union proposes in Section 17.11 A, Funeral Leave, to increase the number of days from three (3) days to five (5) days.

Considering the economics, the overtime issue and scheduling issues, 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 in Collective Bargaining Agreement in Section 17.11 A remain the same as to the number of days, three (3).

Issue 10 Section 17.12 Sick Leave

The Union proposes a new section to the contract to provide the cashing out of accrued sick time. The wording is as follows.

After an employee has accrued 280 hours of sick time they may elect to cash out up to 80 hours of sick time per calendar year at 100% of the employee's base rate of pay, using the following guidelines:

1. The request must be made to the Sheriff or his designee in writing by May 15th of each calendar year.
2. The request will list the amount of hours the employee wishes to cash out.
3. Sick time must be cashed out for a minimum of eight (8) hours and in one-hour (1) increments after the initial eight hours.
4. The employee will receive the sick time pay on the second pay period in June of each calendar year on a separate check.

Considering the economic impact and overtime issues, the Factfinder recommends the following.

RECOMMENDATION

After considering the findings of fact above and the statutory criteria, the Factfinder's recommendation is that the Collective Bargaining Agreement in Section 17.12 be as follows. It is to be noted that this is an additional section to the contract.

Section 17.12 Sick Leave Cash Out After an employee has accrued 280 hours of sick time they may elect to cash out up to 40 hours of sick time per calendar year at 100% of the employee's base rate of pay, using the following guidelines:

1. The request must be made to the Sheriff or his designee in writing by May 15th of each calendar year.

Issue 10 (continued)

2. The request will list the amount of hours the employee wishes to cash out.
3. Sick time must be cashed out for a minimum of eight (8) hours.
4. The employee will receive the sick time pay on the second pay period in June of each calendar year.

Issue 11 Section 20.10 Hours of Work/Overtime

The Union proposes to add an additional section to Article 20. The section would call for all overtime to be offered to full-time bargaining unit employees prior to being offered to part-time employee.

This proposal would create difficulties in respect to scheduling. The Factfinder offers the following recommendation.

RECOMMENDATION

After considering the findings of fact above and the statutory criteria, the Factfinder's recommendation is that the proposal not be added to the Collective Bargaining Agreement.

Issue 12 Section 20.10 Hours of Work/Overtime

The Union proposes the following addition to Article 20 as Section 20.10.

Seniority Scheduling: Employees will be permitted to bid on preferred shift assignments/days off, as established by the employer. The bidding sheet will be posted two (2) times in a calendar year, starting February 1st and August 1st of each calendar year. The bidding sheet will remain posted for a period of one (1) week (seven days). Any employee on an approved leave of absence (to include: vacation, sick time, sick leave bank, family leave, workers compensation leave, or approved personal leave of absence) may request their preference through the Jail Administrator or his designee during the posting period.

Shift assignments shall begin the first full pay period in April and October of each calendar year.

Management will determine the days off available to each group within the Jail Division. (i.e., Sergeants, Corporals, Correction Officers and Court Officers).

If there are only two (2) female officers assigned to a shift, they cannot share the same day/days off. This will ensure that there is adequate female officer coverage to meet jail requirements.

Bargaining unit members will bid only within their classification, pursuant to rank seniority.

Shifts shall be awarded by rank seniority starting with the most senior officer.

Issue 12 (continued)

This is a new venture and there may be issues on the part of both the Union and the Employer as the implementation takes place. The Employer has proposed a one-year pilot program. At the conclusion of the year trial, the Employer proposes that the Labor Management review the program and decide if it should continue.

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 proposal be added to the Collective Bargaining Agreement as Section 20.10 and that it be considered a one-year Pilot Program to be reviewed by the Labor Management Committee to decide if it should continue. This Pilot Program is to start in the year 2003 and continue through March of 2004 after which time it will be reviewed by the Labor Management Committee. The wording of the section is as follows.

20.10 SENIORITY SCHEDULING Employees will be permitted to bid on preferred shift assignments/days off, as established by the employer. The bidding sheet will be posted two (2) times in a calendar year, starting February 1st and August 1st of each calendar year. The bidding sheet will remain posted for a period of one (1) week (seven days). Any employee on an approved leave of absence, vacation, sick time, sick leave bank, family leave, workers compensation leave may request their preference through the Jail Administrator or his designee during the posting period.

Shift assignments shall begin the first full pay period in April and October of each calendar year.

Management will determine the days off available to each group within the Jail Division. (i.e., Sergeants, Corporals, Correction Officers and Court Officers).

If there are only two (2) female officers assigned to a shift, they cannot share the same day/days off. This will ensure that there is adequate female officer coverage to meet jail requirements.

Bargaining unit members will bid only within their classification, pursuant to rank seniority.

Shifts shall be awarded by rank seniority starting with the most senior officer.

Issue 13 Section 22.04 Safety and Health

The Union and the Employer discussed the Physical Fitness and Incentive Program and the Physical Fitness Requirements. However, no proposal was offered. The Sheriff said that the requirements needed to be reviewed for change. He further said that this will be addressed in the near future. The Factfinder makes no recommendation in respect to this item.

Part-time /Intermittent Employees: Management will ensure that all part-time/intermittent employees receive adequate training to successfully function in all duty posts within the Jail Division. Management will not assign part-time/intermittent employees to duty posts. Such employees will report for duty and be assigned to a duty post by the shift supervisor, as is the current practice for full-time employees.

It is reassuring to see the Union's concern about adequate training for employees as expressed in the above proposal. However, it is management's right to make assignments within the context of the collective bargaining agreement. The Employer says it would not assign these employees to duty posts but has the right to hire part-time/intermittent employees for specialized duties.

The Factfinder feels that there are adequate guards in respect to the assignment of part-time employees. Therefore, 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 proposal not be added to the Collective Bargaining Agreement.

Issue 15 Section 24.09 Miscellaneous

The Union proposes a new section on Transports. The proposal is as follows.

Transports: Management will utilize Jail Division bargaining unit members to transport inmates to appointments, other correctional facilities, and community service, according to the following guideline:

1. Inmates must be sentenced to serve time in the Erie County Jail.
2. Inmates cannot have open charges or holders from other jurisdictions.

The Erie County Sheriff's Office currently has a transport division utilizing two sworn deputies to transport all inmates. It is the Factfinder's feeling that the issue of transporting is adequately addressed and therefore recommends the following.

RECOMMENDATION

After considering the findings of fact above and the statutory criteria, the Factfinder's recommendation is that the proposal not be added to the Collective Bargaining Agreement.

Issue 16 Section 26.01 Wages

The Union proposes that the rate of pay be increased five (5%) each year of the Contract for all positions.

The Employer is proposing a rate of pay increase of three percent (3%) in each year of the contract for all positions,

The members of this bargaining unit are one of the top paid memberships in the state.

Considering the economic impact of all the recommendations in this report, the economic climate of the area and other ancillary issues, 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 members of this bargaining unit receive a three percent (3%) pay rate increase in each year of the Collective Bargaining Agreement for all positions.

Issue 17 Section 26.02 Wages

The Union proposes to increase the afternoon shift premium to seventy-five cents (\$.75) per hour and increase midnight shift premium to one dollar (\$1.00) per hour.

The Employer in an offer proposed to raise the shift premium by ten cents (\$.10) per hour.

Considering the economics involved and the time of the shifts, the Factfinder offers the following recommendation.

RECOMMENDATION

After considering the findings of fact above and the statutory criteria, the Factfinder's recommendation is that the language of Section 26.02 of the Collective Bargaining Agreement should be as follows.

26.02 SHIFT PREMIUM. Bargaining unit members working the afternoon shift will be paid a shift premium of thirty-five cents (\$0.35) per hour. Bargaining unit members working the midnight shift will be paid a shift premium of fifty cents (\$0.50) per hour.

Issue 18 Sections 27.01 and 27.02 Severance Pay

The Union proposes to delete Section 27.02 and add accrued sick time to the language of Section 27.01.

Considering the economic impact, the Factfinder offers the following recommendation.

RECOMMENDATION

After considering the findings of fact above and the statutory criteria, the Factfinder's recommendation is that the language of Sections 27.01 and 27.02 of the Collective Bargaining Agreement remains the same in the new contract.

Issue 19 Section 28.05 Uniform Maintenance

The Union proposes that the Employer will pay for dry cleaning of uniforms at the rate of eight dollars and fifty cents (\$8.50) per week, paid on a bi-weekly basis.

The Employer noted he is working on a system to provide the dry cleaning service to the employees but was not sure when it would be available.

The Factfinder's recommendation is as follows.

RECOMMENDATION

After considering the findings of fact above and the statutory criteria, the Factfinder's recommendation is that the Employer will pay for dry cleaning of uniforms at the rate of Five dollars (\$5.00) per week, paid on a bi-weekly basis until the Employer provides a service for the dry cleaning of the uniforms.

Issue 20 Section 31.01 PERS

The Union proposes that the Employer pay the employee's contribution of eight and one-half percent (8.5%) of gross salary to the Public Employees' Retirement System (PERS).

The Employer argues against this proposal citing the economic impact and the fact that this would be an eight and one-half percent (8.5%) wage increase.

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 Sections 31.01 of the Collective Bargaining Agreement remains the same in the new contract.

The Union proposal is as follows.

The regular work week for all employees of the Employer covered by this Agreement will be forty (40) hours. All employees regularly assigned to work eight (8) hours day, for work performed in excess of forty (40) hours in one week or eight (8) hours in one day when approved by the Sheriff, shall be compensated at the rate of one and one-half (1 ½) times the employees regular hourly rate for all overtime.

The Employer responds to the proposal by saying that the changes would create an overtime and scheduling nightmare.

The Factfinder, taking into account the economics and ease of administration, 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 remains the same in the new contract in respect to this item in Article 20.

Issue 22 Article 3 Bargaining Team

The Union proposes that when collective bargaining sessions are scheduled during a bargaining representative's scheduled day off, the employee will be compensated for actual time spent during the bargaining session.

Again, taking into account the economic impact and scheduling issue, the Factfinder recommends the following.

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 remains the same in the new contract in respect to Article 3.

Issue 23 Article 27 Severance Pay

The Union proposes that upon separation of employment, an employee will receive his longevity pay on a pro-rated basis, based on the number of weeks worked during the calendar year.

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 Article 27 of the Collective Bargaining Agreement remains the same in the new contract.

Hospitalization/Major Medical

The Union had no proposal on the Hospitalization/Major Medical 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 Dollars (\$50.00) for Family coverage and Thirty-five Dollars (\$35.00) for single coverage. An explanation of the MedPlus is attached.

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.

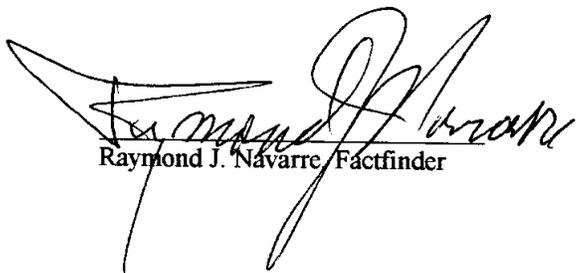
Notes

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.

There are two attachments to this report: MedPlus and the extension 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.

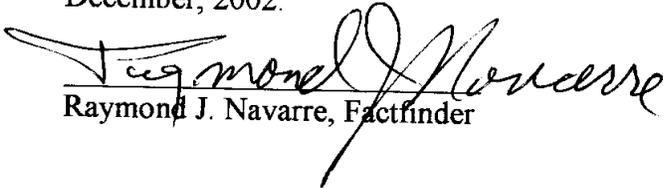

Raymond J. Navarre, Factfinder

Date

12/27/02

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).

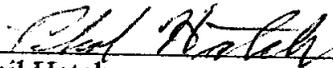
Frames – \$60 paid every two years. Limited to one frame per covered person per period of two (2) calendar years.

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

EXTENSION AGREEMENT

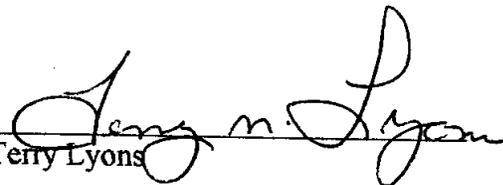
The Erie County Sheriff and the Union agree to waive the SERB time limits and make the successor labor agreement effective January 1, 2003.

FOR THE UNION



Phil Hatch

FOR THE ERIE COUNTY SHERIFF



Terry Lyons 12/16/02
