

STATE EMPLOYMENT RELATIONS BOARD

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RELATIONS BOARD

Fact Finding Report

2003 DEC 19 A 10:08

In the issues at impasse)	Fact Finder: Janet C. Goulet, Ph.D.
)	
between)	
)	Mediation Date: December 10, 2003
Clark County Sheriff)	Hearing Date: December 12, 2003
)	
and)	Report Date: December 18, 2003
)	
Fraternal Order of Police,)	SERB Case No.: 03 MED 09 0888
Ohio Labor Council)	

APPEARANCES

For the Employer

Edward S. Kim, Esq.
Cathy S. Balas
W. Darrell Howard
Nathan Kennedy

For the Union

Chuck Black, FOP/OLC Rep.
Darrell Jackson
Andy Robinson
Perry Roeser
Bob Wagner

PROCEEDINGS

The Fact Finding hearing was held in the Sheriff's Conference Room in the Safety Building in Springfield, Ohio. Mediation commenced at 10:05 am, on December 10, 2003. Several issues were settled as a result of mediation on both December 10 and prior to the hearing on December 12. Those persons listed above were present for the hearing. The parties presented witnesses, evidence and testimony and each was given the opportunity to fully present arguments and proofs in support of their respective positions. All evidence, testimony and arguments were carefully considered in reaching these recommendations whether or not all are specifically set forth or discussed herein.

In offering resolution of the following issues, the Fact Finder shall take into consideration all reliable information relevant to the issues and the criteria listed in Ohio Administrative Code Rule 4117-9-05(K) - (K)6. Those factors are listed below:

Past collective bargaining agreements, if any, between the parties;

Comparison of the 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;

The interest and welfare of the public, 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;

The lawful authority of the public employer;

Any stipulations of the parties;

Such factors not confined to those listed above, which are normally or traditionally taken into consideration in the determination of the issues submitted to mutually agreed-upon dispute settlement procedures in the public service or in private employment.

All contractual issues, other than those set forth below, are considered settled and the entire Collective Bargaining Agreement (CBA) will be completed with the acceptance of this report. The issues considered in this report are those at impasse as stipulated by the parties.

ISSUES AT IMPASSE

- Article 8: Union Leave
- Article 9: Conflict of Laws/Separability
- Article 11: Layoff and Recall
- Article 18: Internal Affairs Procedures
- Article 20: Overtime
- Article 23: Insurance Coverage
- Article 24: Uniform Allowance
- Article 35: Wages
- Article 36: Miscellaneous
- Article 40: Bargaining Unit Work
- Article 41: Term of Agreement
- New Articles:
 1. Longevity Pay
 2. Partisan Politics

BACKGROUND

The Employer, the Clark County Sheriff, and the Union, the Fraternal Order of Police, Ohio Labor Council, have a long-term collective bargaining relationship. Clark County has been experiencing decreased revenue and is projecting a budget shortfall.

The County has bargaining relationships with several units and while the deputies in this unit do not bargain for the other units, there is a concern by the Employer as to the effect of this settlement on other employees of the County. The Deputies do have the right to negotiate their own contract. However, the labor contract does not exist in a vacuum and internal as well as external comparability represents a very real consideration. This unit has resorted to fact finding in previous contract negotiations when impasse was reached.

The parties had three meetings prior to the initial mediation session of December 10. The first meeting was brief and the following two were actual negotiating sessions. This Fact-finder was able to gain insight into the issues at impasse during the mediation sessions. Thus, she will not spend a great deal of time or paper reiterating the detail of each issue.

RECOMMENDATIONS

The following recommended changes are discussed individually below. The primary issues for the Union are health insurance, wage increases and relief from overtime. The Sheriff's important issues

are flexibility of staffing and fiscal restraint in this time of financial distress. Economic issues are paramount and a zero or small wage increase as well as restraint on other cost items was stressed. The parties are close to resolution of the health insurance issue, however, the City is offering a very low wage change. The nurses (only 3 in the unit) settled for 0, 1, 1.5, and the utility workers for 3, 0, and 0, in each of the three years of the agreement. The nurses were given a licensing wage increase factor, which resulted in a considerable wage increase. It is important to note that there are only three nurses and the increase is not as significant to the County budget as a wage increase would be for this large bargaining unit. Furthermore, there are market factors to take into account because there is a nursing shortage and it is critical to retain jail nurses.

The County has a "me too" agreement with the AFSCME unit which requires the Employer to increase the wages of that unit in the same amount as that received by the non-represented employees. Thus, wage increases for one unit will have a "snowball" effect for the County budget.

Article 8: Union Leave

Position of the Employer: The Employer proposes to change Section 8.4 by reducing the number of employees from four to three and placing a maximum of eight hours of paid time for negotiations. This proposal improves the language of the current agreement, which provides pay for four (4) employees but only allows three to

participate in negotiations. The maximum on the hours paid provides that time spend on negotiations may not last for the entire eight hours.

Position of the Union: Stay with the language of the current contract where four members are paid and four attend the negotiations sessions. This language has existed since 1992 and the practice is that four people attend the sessions and four people signed the Agreements. The three persons requirement is not operable.

Recommendation: It is puzzling to me that the current language gives four people negotiation leave but allows only three at the table. During the two days of mediation and fact-finding four employees were present as well as the FOP/OLC representative. In addition, four people sign past CBA's.

The current language is open ended on the amount of paid time for negotiating sessions. Those sessions may not take up the entire eight hours. It seems that the practice in this instance is at odds with the CBA and I am going to recommend alternate language, which brings practice in line with the CBA:

Section 8.4 Negotiating Team Status Up to four (4) employees representing the Union will be given contract negotiation leave for those days on which bargaining table talks are held between the parties. Each negotiator will be credited with up to eight (8) hours of work and relieved of other duties during negotiations when the employee would be otherwise scheduled to work. The

negotiations team for the Union will consist of as many members as it deems necessary, but only four (4) employees shall attend the bargaining talks and be eligible for negotiator's leave. Alternates from the negotiating team may attend the bargaining talks and receive negotiator's leave as long as the maximum of four (4) is not exceeded.

Article 9: Conflict of Laws/Separability

Position of the Employer: Exclude the provisions of civil service law by including Section 9.3 in the CBA. The current CBA provides that it shall supersede any statute, rule, or regulation pertaining to wages, hours, terms and other conditions of employment, except where the Agreement makes no specification about a matter. Currently, the Agreement makes the parties subject to applicable laws and ordinances pertaining to the mandatory subjects of bargaining (wages hours and terms and conditions of employment). This change makes the articles of the Agreement consistent. Furthermore, job abolishment is covered in Article 11.

Position of the Union: The current state of the CBA allows the Union to fall back on Civil Service law in the case of job abolishment. Article 11 does not contain a definition of job abolishment. There is no compelling reason to change the CBA.

Recommendation: Adopt the Employer's proposal and include Section 9.3 in the CBA. (Article 11 deals with job abolishment.) The recommended language follows:

Section 9.3 Exclusion of Civil Service Law Except as expressly otherwise provided in this Agreement or specifically excepted from the scope of collective bargaining by the provisions of the Revised Code Chapter 4117, Sections 124.01 through 124.56 of the Ohio Revised Code Chapter 124 or the Civil Service Laws contained in the Ohio Administrative Code shall not apply to employees in the bargaining unit. It is expressly understood that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction as it relates to the employees in the bargaining unit.

Article 11: Layoff and Recall

Position of the Employer: The change proposed by the Employer replaces the word department with bargaining unit in Section 11.1. This change in language clarifies it; represents the current practice; and limits this language to this unit. This unit does not bargain for other units. Furthermore, the current language conflicts with language in the CBA's of other bargaining units. If layoffs occur, the order and manner are determined by seniority.

Position of the Union: This language has been in the CBA since 1985 and there is no compelling reason to change it.

Recommendation: Include the Employer's language. The provision only applies to the elimination of "all temporary, part-time, seasonal and intermittent employees in the BARGAINING UNIT". If it were to apply to the Department, the Employer would have to eliminate any and all temporary, part-time, seasonal and

intermittent employees from all areas of the Sheriff's Department such as cooks, secretarial help, etc. before it could reduce members of the deputies bargaining unit. This leads to an absurd outcome and a conflict with management's rights on this matter.

Article 18: Internal Affairs Procedures

Position of the Employer: The Employer proposed and the Union agreed to add the phrase OR THE CHIEF DEPUTY to Section 18.5. Section 18.7 is in dispute. The Employer would strike the entire Section or modify it to allow the Department to address the media on internal affairs investigations. This change would allow the Sheriff to respond to inquiries when there is a required release of information as a result of a Public Records Request or other questions by the media.

Position of the Union: The Union maintains that the employee who may be under investigation should have the opportunity to clear his or her name before he/she is convicted by the press. The Sheriff can say there is an ongoing investigation or that he cannot comment at this time with this provision in the CBA.

Recommendation: Retain the language in the current CBA. This protects the "innocent until proven guilty" right of the employee and also allows the Sheriff not to be forced to comment on an ongoing investigation.

Article 20: Overtime

Position of the Union: The Sheriff has increased reliance on having deputy sheriff's work overtime instead of replacing vacant

positions as they occur. This is creating dangerous working conditions and negatively affects the lives of the deputies and their families. Deputies have been called in at the last minute and/or within a short time after their work shift. This leads to fatigue and demoralization. There have been significant overtime hours accumulated by this bargaining unit over the last two years. Several significant changes are proposed in the Article to relieve the stress caused by excess overtime.

The Union claims that deputies are called in to take supervisor's positions so that the Sergeants don't have to work the overtime. Furthermore, if the Sheriff would hire replacements for the vacant positions, the excessive overtime would not be necessary.

Position of the Employer: The Employer wants to retain current contract language and would agree to working out a method of rotating the mandatory overtime among the deputies in the Labor Management Committee meetings. Furthermore, many of the Union's proposed changes involve cost increases at a time when the County is facing a potential deficit.

Recommendation: Retain current contract language with the addition of the following phrase at the end of Section 20.4: "or as agreed to in Labor Management meetings". Thus, the parties can work out some method of rotating mandatory overtime without the stress of negotiating an Agreement. Many of the new sections proposed by the Union involve restrictions on how overtime is assigned and the

amount of time an employee can work as well as added compensation.

The Employer presented a bleak outlook for the budget for the next year and fiscal integrity requires that it not incur cost increases. In addition, the proposed changes in overtime seem administratively cumbersome. This Fact-finder is restricted from granting proposals that are not financially or administratively viable. (See page 2 above)

Article 23: Insurance Coverage

Position of the Employer: The Employer would delete much of the language in the current contract to be consistent with current practice and to clean up the language. The Employer proposes a comprehensive benefits plan to include those medical services generally included as well as a dental plan. The cost of the plan would be the same as for all employees under the County Commissioners budget and provide consistency throughout the County. This proposal also includes provisions for changes in coverage and cost over the life of the Agreement. Any changes are to be reviewed by the insurance committee and the Union is entitled to representation on the committee or may meet directly with the County. Changes in the plan or costs may be made by the County Commission after review by the Insurance Committee. In addition, a second plan is available at no cost to the employee. The County is adopting a Section 125 plan so that employee paid premiums can be made on a pre-tax basis. This coming year a new category, single plus one, has been added to help reduce the cost for the employee.

Position of the Union: The Union proposed to have its own health insurance and took action to find such a plan. The plan documents and written cost quote were not available at the hearing. In addition, the Union wants to fold dental insurance into the plan and place a cap on its premium share. It argues that the members of the bargaining unit need stability of cost and predictability of benefits. Further, the Union wants to pay those employees who do not use the County's health insurance plan half the premium.

The Union also proposes a large increase in life and accidental death and dismemberment insurance.

Recommendation: There is merit in the Union proposals on this issue and it not unusual to find them in CBA's. However, the health insurance environment has become increasingly expensive and the County has little to no control over the cost. There is always the trade off of benefits for premium cost, but even with reduced benefits there is no guarantee that cost will not increase from year to year.

A cap on the amount of premium that the employee pays places the burden for paying cost increases above the cap on the employer. The employer is in a difficult financial position and does not want to incur any future prospective cost increases. Furthermore, if it did accept that burden, it may have to negotiate reduced benefits in order to reduce its premium cost. The Employer does provide a plan for employees at no cost to them, which looks like a good plan in the outline form presented at the hearing. It does put more of

a burden on the employee to pay a larger share of the cost of health care. The County is willing to look at any plan that the Bargaining Unit brings in and will work with them directly if they do not wish to be a part of the insurance committee.

In summary, there are many ways to approach the health insurance problem and I would like to be able to offer a better solution. However, each has advantages and disadvantages but no one method seems to be much better than any other. The County appears to be following the most recent method by having a health insurance committee and employee premium sharing. It also seems to be adopting any and all methods available to keep the employee's share as low as possible by having the 125 plan and the single plus one category. Include the Employer's Article 23 in the Agreement.

No change in life insurance is recommended at this time.

The Employer's proposed language in Section 23.5 is recommended. It simply clarifies that automobile insurance is for county owned vehicles.

See Appendix I for the Employer's Article 23 Insurance Coverage article.

Article 24: Uniform Allowance

Position of the Union: This allowance has not been increased since 1997 and just the cost of dry cleaning can use more than the current allowance. The deputies are responsible for purchasing their own uniforms and equipment and can easily incur cost above the allowance.

Both parties agree to prorate the uniform allowance for employees that are on an extended unpaid leave absence.

Position of the Employer: Retain the current uniform allowance. It is consistent with that given to comparable bargaining units.

Recommendation: Include the language on prorating the uniform allowance for those on an extended unpaid leave. Increase the uniform allowance to \$800 year. This is a small cost to the County but the cost of uniform replacement and cleaning can be greater than this amount for the deputy.

Article 35: Wages

Position of the Union: This bargaining unit has received high annual wage increases since the inception of collective bargaining. The lowest increases were 3.5%, which were received, in the two most recent years. The members of the bargaining unit are asking for 4.5% in each of the three years of the Agreement. They claim that this increase is consistent with what similar bargaining units are receiving throughout the State. The Springfield Police Department received wage increases in 2003 of 3% in 2004 of 3.25% and in 2005 of 3.5%. Indeed, deputies in comparable units have received larger increases. The Sheriff is losing trained deputies to the Springfield Police Department.

The Union opines that the County can afford to give appropriate wage increases. There is a large contingency fund of \$3.7 M and the new sales tax on previously untaxed economic activity should generate \$250,000 for the County. In addition, the

recent increase in conveyance fees will generate an additional \$750,000 in revenues.

Position of the Employer: The Employer proposes wage increases of 0% for 2004 and 1% for 2005 and 1.5% for 2006 and a freeze on the wage steps. The County Administrator presented the state of the County's finances. His presentation demonstrated that while the County has had large carry over funds leading to a "rainy day" surplus, the 2003 unencumbered cash balance is projected to be \$1,340,453. The ending cash balance in 2002 was \$3,510,712. This \$3.5 M looks to be a sizable amount of money but over 40% of it will be needed to cover the projected 2004 deficit of \$1,474,395. The remaining \$1.3 M is actually a very small carryover (less than 5%) when you consider the County budget is about \$27 M. The recommended standard for this size budget is 10 to 15 percent. These estimates include \$700,000 from the increase in transfer fees and an adjustment of \$400,000 based on more recent data.

The Clark County Sheriff's budget is about 33% of the General Fund and has increased from 25% in 1998. The budget presented did not include wage or step increases. The County has gone through a series of budget cuts in its departments for 2004, some have been severe. The Humane Society and the Historical Society appropriations were eliminated. Most requested cuts were in the 2% range.

Recommendation: The comparables presented by the Employer show that the Clark County Sheriff's Deputies are above the average of the

surrounding jurisdictions and the comparable counties at both the base wage and the top step. There are a few jurisdictions above them: Montgomery and Greene Counties and the City of Springfield at the top step. Montgomery County is also paying more in the base wage. The Union presented data showing wage increases for several Counties' Deputies many of which were in the Employer's data. These wage increases for 2003 vary from 3% to 5% and were probably granted in most cases two to three years ago. In fact, Clark County Deputies were within those comparables and received a wage increase of 3.5% for 2003.

The unfortunate reality is that the budget projection is for a deficit to be covered by using 40+% of last year's carry over. There is no dispute on the fiscal condition of the County. The County Administrator and Budget Director know the facts and figures. One of the criteria that I am to follow is found above on page 2. It states that the fact-finder is to take into account the ability of the public employer to finance the recommendations. The County is in no position to afford even reasonable wage increases next year. It would be fiscally irresponsible to recommend wage increases, which could result in layoffs. The County may not operate in a deficit and the carry over fund will be critically low in 2004.

The wage increases of the other units have been low. The AFSCME unit settled for a 3%, 0, and 0 for the next three years.

The Employer's proposal is difficult to recommend especially in

light of the fact that the employees will be paying a portion of the health insurance premium without a cap if they choose the better health insurance plan (239 plan). There needs to be some increase in wages to cover the increase in health insurance cost born by the employee. My recommendation is for the wages to increase by 1% in 2004; 1.5% in 2005 and 4% in 2006, the steps are frozen for the first two years of the CBA.

This recommendation assumes that other bargaining units and the non-organized employees do not receive wage increases greater than those of this bargaining unit. Bargaining relationships are fractured when a unit accepts a wage or benefits freeze and/or low wage increases only to find that management or other groups of employees are receiving bonuses or higher wage increases or better benefits.

Article 36: Miscellaneous

Position of the Union: The Union proposes current language on the Section in dispute: 36.6. The parties agreed to retain Section 36.5 but change the notification time to 10 calendar days from the current 3 days. Section 36.6 requires that two people per shift be allowed leave per division. This Section was first included in the CBA in 1992 as a result of bargaining. Issues were given up in order to have this Section in the Agreement. Furthermore, an arbitration decision supported this Section. It is important to the bargaining unit and allows for much needed leave to be granted.

Position of the Employer: The Employer wants to delete this

section because it reduces the flexibility of management to schedule the work force. If the section were deleted the granting of leaves would fall within the management rights discretion of the Sheriff.

Recommendation: Retain Section 36.6. The bargaining history supports the inclusion of this important section.

Article 40: Bargaining Unit Work

Position of the Employer: The Employer proposes to alter this Article to allow bargaining unit work to be performed by intermittent or part-time deputies after discussion of the situation in a labor-management meeting.

Position of the Union: The Union strenuously objects to this change. It points out that this article has been in the CBA since 1992 and was a part of a fact-finding. Currently, the Employer can use intermittent or part-time deputies when not displacing bargaining unit members. This is a job security issue and there is no compelling reason to change this language. It can lead to erosion of the bargaining unit.

Recommendation: Stay with the language in the current CBA. This is an important issue and the Employer does use non-bargaining unit employees.

Article 41: Terms of the Agreement

Recommendation: The parties seem to agree on the terms of the Agreement. Include the current Article 41 with the date changed to December 31 st, 2006.

New Article: Longevity Pay

Position of the Union: The Union proposes to add this new article to the CBA. The majority of Sheriff's Departments in the State have it in their Agreements (63 out of 78 counties). Furthermore, the Springfield Police Department has longevity and the Sheriff's Department has lost 6 employees to the Springfield Police Department. Furthermore, once a Deputy reaches the top step he or she receives only across the board raises. It is at this point that longevity pay would begin and give employees the incentive to stay with the Sheriff's Department.

Position of the Employer: The Employer adamantly opposes this proposal for several reasons: 1. The budget does not allow for additional compensation for employees. 2. The Deputies that left the Department wanted road patrol duties not their current duty assignment in the jail. They indicated that they believed it would probably be several years before road patrol positions came open. 3. No other employee group in the County has this longevity benefit.

Recommendation: Do not include this new article on longevity in the CBA. The financial climate in the County prohibits the addition of this benefit.

New Article: Partisan Politics

Position of the Union: The Union proposes to exclude the restriction imposed by ORC 124.57 on the bargaining unit. It wants bargaining unit members to be able to participate in partisan

politics. The Union presented an argument based on an Oregon Supreme Court decision, which advances a "strict scrutiny" analysis. That is, governmental regulations that infringe upon fundamental rights must be narrowly tailored to further a compelling governmental interest. The Union also states that there are many members of the bargaining unit that could contribute to public service in this restriction were lifted.

Position of the Employer: The Employer strongly opposes this provision. It points out that the Employer has a compelling reason to protect its system, which evaluates and rewards employees on merit not on political influence. The Employer presents the legal argument for its position in its pre-hearing statement which is summarized here: Current Ohio law as well as the court interpretation of that law uphold the principle that public employees may not participate in partisan politics. Furthermore, the Employer points out that the Ohio courts have upheld ORC 124.57 as passing the strict scrutiny level of review.

Recommendation: Do not include this new article in the CBA. While this ORC provision prohibits certain partisan political activity, it protects the employee work group from the effects of undue political influence. Employees are allowed to participate in several political activities including running for non-partisan offices and certain other partisan activities.


Submitted on December 18, 2003
by Janet C. Goulet, Ph.D. Arbitrator

APPENDIX I

Clark County and FOP/OLC (Deputies)
County Proposals

ARTICLE 23 INSURANCE COVERAGE

Section 23.1 Medical Insurance Employees shall have insurance coverage as set forth in this Article.

~~**Health** — The Employer will provide family and single coverage for hospitalization including UCR coverage for in-patient and out-patient service and a major medical rider. Coverages will include all changes made by the Board of County Commissioners, effective April 1, 1995. Said schedule of coverage will be provided to the bargaining unit signed between the County and the provider.~~

~~**Prescriptions** — Are covered under the major medical program and available through a mailsript program.~~

~~**Dental** — Family and single coverage will be provided at employee's cost under the County dental program effective November 1, 1995. Coverages will not exceed those effective as of April 1st, 1995.~~

THE HEALTH INSURANCE BENEFITS PLAN WILL INCLUDE COVERAGE FOR HOSPITALIZATION, DIAGNOSTIC SERVICES, PRESCRIPTIONS, OFFICE VISITS AND MENTAL HEALTH SERVICES UNDER THE TERMS OF A PLAN APPLICABLE TO EMPLOYEES OF THE BOARD OF COUNTY COMMISSIONERS.

FULL FAMILY AND SINGLE DENTAL COVERAGE WILL BE PROVIDED UNDER THE TERMS OF A PLAN APPLICABLE TO EMPLOYEES OF THE BOARD OF COUNTY COMMISSIONERS.

ALL BENEFIT PAYMENTS, ANNUAL OR SERVICE DEDUCTIBLES, CO-PAYMENTS AND OTHER COSTS TO EMPLOYEES SHALL BE THE SAME AS THOSE APPLICABLE TO EMPLOYEES OF THE BOARD OF COUNTY COMMISSIONERS. AN IRS SECTION 125 PLAN SHALL BE MADE AVAILABLE TO EMPLOYEES SO THAT EMPLOYEE PAID PREMIUMS ARE MADE ON A PRE-TAX BASIS.

Section 23.2 Changes to Coverage/Rates IF ANY CHANGES TO THE PLAN OR COSTS TO EMPLOYEES SHALL CHANGE DURING THE TERM OF THIS AGREEMENT, SUCH CHANGES SHALL BE REVIEWED BY THE INSURANCE COMMITTEE. THE UNION SHALL BE ENTITLED TO REPRESENTATION ON THE INSURANCE COMMITTEE. DURING THE COURSE OF THIS AGREEMENT, CHANGES TO THE PLAN OR COSTS TO EMPLOYEES MAY BE MADE BY THE COUNTY COMMISSION AFTER INSURANCE COMMITTEE REVIEW.

~~If premium rates increase over the course of this Agreement, the parties agree to meet and discuss regarding the increase in premium cost for the purpose of discussing alternatives to maintain cost control, including, but not limited to, alternate insurance coverage and/or alternate means of providing coverage. The Union recognizes the right of the Employer to secure alternate insurance carriers.~~

~~It is further agreed and understood that during the term of this Agreement, that individual carriers/providers may, through no fault of the County, Union, or employees cease coverage. Should such occur, any employee adversely affected shall be given the opportunity to enroll with an alternative carrier at the same or similar level of benefits with the appropriate premium rates subject to the premium rate applied herein.~~

Section 23.3 Life Insurance The Employer will provide, at no cost to the employee, life insurance coverage and accidental death and dismemberment coverage in the total amount of \$20,000.00 (\$10,000.00 life and \$10,000.00 AD&D). Such term insurance shall be converted to individual policies at the time an employee retires or terminates his employment with the County. Additional life insurance is available through payroll deductions.

Section 23.4 Professional Liability Insurance The Employer will provide, at no cost to the employee, professional liability insurance with a minimum of \$500,000.00 per employee and/or \$1,000,000.00 per occurrence.

Section 23.5 Automobile Insurance The Employer will provide, at no cost to the employee, up to \$500,000.00 maximum limitation auto insurance for each employee **TO COVER COUNTY OWNED VEHICLES.**

FOR EMPLOYER:

FOR UNION:

Date Tentatively Agreed: _____