



## BACKGROUND

The Fact-Finding involves the Jefferson County, Ohio, Sheriff's Office, (hereafter referred to as the "Employer") and the Fraternal Order of Police/Ohio Labor Council, (hereafter referred to as the "Union"). The Union's bargaining unit is comprised of thirty-five (35) full-time Corrections Officers with six (6) CO's currently in a layoff status. This Bargaining Unit is in accordance with SERB rules Case No. 97-REP-06-0141. The State Employment Relations Board duly appointed Marc A. Winters as Fact-Finder in this matter.

The Fact-Finding Hearing was conducted on Tuesday, June 15, 2004, in the Justice Center, Steubenville, Ohio. The Fact-Finding Hearing began around 10:00 A. M. and was adjourned at approximately 11:45 A. M. At the beginning of the Fact-Finding Hearing mediation was offered and an attempt was made to mediate the remaining three (3) issues.

Although the mediation, at face value, was unsuccessful, it gave the parties and the Fact-Finder a thorough understanding of each parties respective position on the remaining issues. Because of the understandings as a result of the mediation, the parties, were able to be brief and were able to get straight to the point on the issues.

The Fact-Finder would like to convey his appreciation not only for the courtesy and cooperation given to the Fact-Finder by both parties, but to each other as well.

The Hearing was conducted in accordance with the Ohio Public Employee Bargaining Statue set forth in rule 4117. Rule 4117-9-05 sets forth the criteria the Fact-Finder is to consider in making recommendations. The criteria are:

1. Past collectively bargained agreements, if any.
2. Comparisons 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, given 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 issue proposed and the effect of the adjustments on the normal standards of public service.
4. The lawful authority of the public employer.
5. Any stipulations of the parties.
6. Such other factors, not confined to those listed above which are normally or traditionally taken into consideration in the determining of issues submitted to mutually

agree-upon dispute settlement procedures in the public service or private employment.

The following issues were considered at the Fact-Finding Hearing on June 15, 2004:

1. Article 21-Hours of Work/Overtime
2. Article 31, Wages
3. Article 33, Insurance Coverage

Several tentative agreements were made prior to the date of the Fact-Finding Hearing and are not specifically addressed in this report. Those tentative agreements are listed below and attached to this report. Each tentative agreement is recommended to be incorporated into the new agreement.

1. ARTICLE 16, SENIORITY
2. ARTICLE 19, LABOR/MANAGEMENT MEETINGS
3. ARTICLE 22, SICK LEAVE
4. ARTICLE 23, FUNERAL LEAVE
5. ARTICLE 24, CONVERSION OF UNUSED SICK LEAVE
6. ARTICLE 28, HOLIDAYS
7. ARTICLE 29, VACATION

### **INTRODUCTION**

The primary differences between the parties lies with economic issues. The major difference in the ways the parties presented their issues at the hearing centers on each parties perspective on internal parity. That is, what amount of weight, if any, should the negotiations, by other County bargaining units, have on the Sheriff's Office and this bargaining unit, the Correction Officers. Although there are three issues remaining, the main dispute centers around the healthcare coverage.

The County has the same agreement on health insurance coverage, for which they are proposing here, with approximately seven other bargaining units comprised of about two hundred and fifty (250) employees. This same health coverage provision also covers about three hundred (300) non-bargaining unit employees as well. One (1) other unit still remains in negotiations, with the Sheriff, after the Correction Officers agreement has gone to fact-finding. The Employer argues that such agreements with the other units now becomes the pattern agreement for all bargaining units on health insurance coverage since it covers the overwhelming majority of employees. The Sheriff's Office continues to argue that the Fact-Finder should accept the County's health insurance coverage proposal on this impasse issues based solely on such internal parity. Naturally, the Union would disagree with such logic.

As a general rule of labor, the duty to bargain does not cease when the County or the Sheriff signs an agreement with one of its bargaining units. However, should a bargaining unit wish to break

such a pattern it must present very convincing arguments and evidence.

Pattern agreements can limit what another bargaining unit may ultimately accept, however, such pattern agreements cannot force another union to totally accept the same contract negotiated by another bargaining unit. Nor can a pattern agreement be the only consideration.

The old adage in bargaining is that the tail won't wag the dog. Meaning a smaller unit will not change the pattern established by a larger unit or several other units who comprise a majority of the employees, who have already concluded their negotiations. This is especially true on benefit items that usually treat all employees of the Employer the same regardless of which bargaining unit they are in or if they are even in a bargaining unit. And as a general rule, a Fact-Finder cannot recommend that any Employer with multiple bargaining units have very different collective bargaining agreements with regards to Employer wide benefits.

In this case, the Union cannot be held hostage to an agreement that they did not negotiate or agree to. In accordance with ORC 4117, each and every bargaining unit must attempt to negotiate an agreement that meets the needs of that particular bargaining unit. However, and as stated above, to break the pattern a union must present very convincing arguments and evidence.

The Fact-Finder's Report now follows:

#### **ISSUE #1 - ARTICLE 21, HOURS OF WORK/OVERTIME**

**UNION'S POSITION:** The Union proposes for employees working twelve (12) hour shifts, that such employee will be paid time and one-half (1-1/2) for hours worked over eighty (80) hours in a two week pay period.

**EMPLOYER'S POSITION:** Status Quo.

**DISCUSSION:** According to the Employer, currently CO's on twelve hour shifts work eighty-four (84) hours in a two week pay period prior to receiving overtime. Due to the financial climate of the County and to the cut in appropriations given to the Sheriff by County Commissioners, the Sheriff's Office can not afford the Union's proposal.

The Union, on the other hand, argues that no-where are CO's or anyone else paid overtime over eighty-fours (84) hours, it's always over eighty (80) hours in a two week period.

**FINDING OF FACT:** Twelve hour shifts are common in a variety of industries and employment settings. There are many variations of twelve hour schedules. For example, the most common is where an employee works thirty-six (36) hours one week and then forty-four (44) hours the next week so to have eighty (80) hours in a two week pay period. Any hours worked over the eighty (80) would be paid at time and one-half .

To work eighty-four (84) hours at straight time is not the norm in industry and is not how employees working condensed schedules should be paid for the type of hours they put in.

However, being cognizant to the Sheriff's dilemma of having the Commissioner's substantially cut his budget, this Fact-Finder would suggest either the Sheriff's Office develop another twelve hour schedule whereby an employee only works eighty (80) hours in a two week pay period or intercede on the CO's behalf with the Commissioners to adjust the Sheriff's budget to be able to pay the appropriate overtime should the eighty-four hour schedule remain.

Based on the testimony and evidence presented this Fact-Finder agrees with the Union. Hours worked over eighty (80) in a two week pay period should be compensated at time and one-half.

**SUGGESTED LANGUAGE:** Add to the current language for employees working a twelve hour schedule, that all hours worked over eighty (80) hours in a two week pay period will be compensated at time and one-half hours of the employees normal rate of pay.

## **ISSUE #2 - ARTICLE 31, WAGES**

**UNION'S POSITION:** The Union proposes a three (3) wage scale for a three (3) year agreement. In addition, the Union proposes about a three (3) percent increase in each year of the agreement.

**EMPLOYER'S POSITION:** The Sheriff has proposed a wage freeze for the period of October 1, 2003, through September 30, 2005. A re-opener has been proposed to discuss wages beginning on or about December 15, 2004.

**DISCUSSION:** This issue really need not be discussed in this section. Both parties appeared to agree with the concept of the Employer's position on wages. The Union realizing the shortfall of money allotted the Sheriff's department has for all intents and purposes acknowledged the financial position the Sheriff is in. By delaying the re-opener to December, 2004, instead of September, 2004, will allow both the Sheriff's Office and the FOP to have the appropriate information in which to have better handle on the County's finances.

**FINDING OF FACT:** Based on the discussions with the parties, the evidence presented, it is this Fact-Finder's opinion that the Employer's proposal should be accepted with one modification concerning retroactive pay as outlined below.

### **SUGGESTED LANGUAGE:**

Section 1, Employees in the bargaining unit shall be paid in accordance with the following hourly rate schedule:

October 1, 2002      \$11.83

Section 2, The parties agree that during the period of December 15, 2004, through January 15, 2005, either party may reopen the agreement for the sole purpose of negotiating modifications to the above-referenced hourly rate. The party initiating the re-opener shall serve a written notice to the State Employment Relations Board (SERB) with a certified copy to the other party. Should the present hourly rate be increased, such increase will be retroactive back until October 1, 2004.

### **ISSUE #3 - ARTICLE 33, INSURANCE COVERAGE**

**EMPLOYER'S POSITION:** The Employer has proposed language that will provide the same benefit levels and monthly payroll deductions for bargaining unit employees similar to what other county employees are and will receive.

**UNION'S POSITION:** Status Quo.

**DISCUSSION:** Much of this discussion was given in the introduction and need not be repeated here. The Employer argues health care costs are skyrocketing. The Sheriff's budget was cut almost three hundred thousand dollars while health care premiums rose a little over three hundred thousand dollars in the Sheriff's Office. The Sheriff's contribution per employee increased from \$850 in 2002 to \$1100 in 2003. Cost savings are needed. In addition, the majority of the County employees are already under this proposed plan.

The Union, on the other hand, have offered the Commissioners a less expensive plan in which there were no interest. However, the Union has a pending grievance scheduled for arbitration concerning the current insurance coverage in their Collective Bargaining Agreement. Based on the upcoming arbitration the Union has requested that this Fact-Finder let the upcoming arbitration decision dictate their insurance coverage.

**FINDING OF FACT:** While this Fact-Finder is sympathetic to the Union's position, the Union is between a rock and a hard place. As stated earlier to break away from the pattern, the Union must present very convincing arguments and evidence. There is no indication that the future arbitration case will even handle health insurance coverage for the new contract. With the uncertainty of how the arbitrator will rule this Fact-Finder cannot recommend that the County with multiple bargaining units must have different agreements with regards to Employer wide health benefits.

With all the above being said, this Fact-Finder makes the following recommendations.

1. That the Employer's proposal be accepted.
2. Since the health insurance coverage runs from February to February, no premiums will be increased prior to February 2005.
3. The FOP and the Sheriff's Office become actively involved with the committee looking

for alternatives to the current health plan and costs. This would include discussing with the Commissioners why the Sheriff is charged the family rate for each of his employees.

**SUGGESTED LANGUAGE:** The Employer's proposal which is attached.

A handwritten signature in cursive script, appearing to read "Marc A. Winters", is written over a horizontal line.

Marc A. Winters - Fact-Finder

**ARTICLE 33, INSURANCE COVERAGE**

JEFFERSON COUNTY SHERIFF'S OFFICE

COUNTERPROPOSAL 2

FOP/OLC

ARTICLE 33

INSURANCE COVERAGE

~~Section 1. Insurance coverage (hospitalization, major medical, dental, optical, prescription) shall remain the same as presently provided during the term of this contract. In the event the premium payment for such coverage becomes a factor, or should the carrier attempt to modify the existing hospitalization coverage, it may be necessary to solicit bids for an alternate plan(s). Other options may include the employee contributing a portion of the premium payment at some point during the term of this contract.~~

~~Prior to any changes, the Employer shall provide the Union with advance notice and attempt to seek alternatives in a meeting with the Union.~~

*Section 1. The Employer shall make available to all full-time bargaining unit employees the same major hospitalization care insurance plans that are available to non-bargaining unit Jefferson County employees. If such non-bargaining unit Jefferson County employees are required to pay a portion of the monthly insurance*

*premiums, the same contributions shall also apply to bargaining unit employees through payroll deduction. All insurance requirements specified for such non-bargaining unit Jefferson County employees shall also be applicable to bargaining unit employees. The Employer will provide the Union with advance notice of any modifications to the plan and/or of the individual employee's monthly insurance premium.*

**Section 2.** Employees who use all sick leave hours, vacation time, and compensatory time shall be eligible to receive ~~fully paid~~ hospitalization as provided by the County for a period not to exceed three (3) premium months.

Employees on non-paid leave such as *a layoff*, disability separation, or worker's compensation shall be provided ~~fully paid~~ hospitalization not to exceed three (3) premium months from the employee receiving his/her final active pay status pay check.

In the event an employee is unable to work due to job-related injury that falls under the jurisdiction of the State of Ohio Workers' Compensation program, and is unable to return to work following the three (3) month period described herein, the employee will be provided ~~Employer-paid~~ hospitalization coverage for an additional period, not to

exceed nine (9) months. In no event shall this benefit be provided by the Employer for more than twelve (12) months.

Section 3. In the event an employee is killed in the line of duty or dies while actively employed, the Employer shall provide hospitalization insurance for the employee's spouse and eligible dependent children, if any, for a period of one (1) year. The one (1) year period shall begin on the date of the event which resulted in the death of the employee.

Section 4. It is understood and agreed that the Employer shall not be obligated to provide such coverage under the provisions of Sections 2 and 3 herein for more than twelve (12) months.

~~When an employee has used his/her months of paid benefits/coverage following an employee's loss of "active pay status," an employee may continue to carry hospitalization coverage; however, the employee must pay one hundred percent (100%) of the premium cost.~~

**INSURANCE COVERAGE**

**JEFFERSON COUNTY SHERIFF'S OFFICE**

**(CONTINUED)**

**COUNTERPROPOSAL 2**

**FOP/OLC**

*An employee who is provided hospitalization coverage as discussed in Sections 2 and 3 herein shall continue to pay a portion of their monthly insurance premiums.*

*An employee who has exhausted all hospitalization benefits described herein, and who desires to continue under the County's hospitalization plan, shall be required to pay full cost of the hospitalization cost in accordance with applicable law.*

**FOR THE EMPLOYER**

**FOR THE UNION**

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\_\_\_\_\_  
\_\_\_\_\_

**DATE SUBMITTED** \_\_\_\_\_

**DATE SIGNED** \_\_\_\_\_

STATE EMPLOYMENT  
RELATIONS BOARD

2004 JUN 23 A 10:39

**TENTATIVE AGREEMENTS**

MCS  
AND OR  
CORRECTION OFFICER  
OF RANK

JAG.  
3-24-04

**ARTICLE 16  
SENIORITY**

**Section 1.** Seniority shall be defined as the total length of ~~continuous~~ service as a full-time Correction Officer employee within the Sheriff's Department of the County of Jefferson. ~~Effective upon the signing date of this agreement and any time thereafter, any individual new to the bargaining unit shall have his/her seniority begin on the effective date of such appointment.~~

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**Section 2.**

- A. A break in ~~continuous~~ service shall occur when an employee:
1. quits, resigns, ~~or is separated~~ from employment for ~~more than one (1) year;~~
  2. retires;
  3. is discharged;
  4. is laid off for a period in excess of ~~fifteen (15) twenty-four (24)~~ months;
  5. fails to timely return without permission from:
    - a. leave of absence;
    - b. recall after layoff; or
    - c. sick leave.
- B. Seniority shall continue to accrue any time an employee is on an approved leave of absence.

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**Section 3.** The Employer shall prepare and maintain seniority lists of all employees and shall furnish said lists annually to the FOP/OLC.

**Section 4.** When two (2) or more employees have the same seniority dates, seniority shall be determined by the last four (4) social security numbers with the lowest numbers being the most senior employee.

Michael L. Seper 3/24/04

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**ARTICLE 19**  
**LABOR/MANAGEMENT MEETINGS**

**Section 1.** In the interest of sound labor/management relations, unless mutually agreed otherwise, every quarter on a mutually agreeable time and date, the Sheriff and/or his designee(s) shall meet with not more than two (2) representatives from the Union to discuss those matters addressed in Section 2 herein. An agenda listing items to be discussed will be furnished by each side five (5) days in advance of such meetings with a listing of the names of those who will be attending.

**Section 2.** The purpose of such meetings shall be to:

- A. discuss the administration of this agreement;
- B. notify the Union of changes made by the Sheriff which affect bargaining unit members of the Union;
- C. disseminate general information;
- D. discuss ways to increase productivity and improve efficiency;
- E. to consider and discuss matters relating to employees and any changes which affect the employment of employees in the bargaining unit.

**Section 3.** Special meetings may be called by either party, and when such meetings are requested and mutually agreed upon, they shall be convened as soon as possible.

**Section 4** The Labor management meetings are not for the purpose of modifying or changing any article of this labor Agreement.

Michael L. Seyer 3/24/04  
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**ARTICLE 22**  
**SICK LEAVE**

**Section 1.** Sick leave credit shall be earned at the rate of four and six tenths (4.6) hours for each eighty (80) hours of service in active pay status, including paid vacation and sick leave, but not during a leave of absence or layoff, to a limit of fifteen (15) days, or one hundred and twenty (120) hours per year. Unused sick leave shall accumulate without limit.

**Section 2.** If illness or disability continues beyond the time covered by earned sick leave, the employee may be granted a disability leave or a personal leave in accordance with the appropriate sections of this agreement.

**Section 3.** Sick leave shall be charged in minimum units of one-half (1/2) hour. Employees shall be charged for sick leave only for days upon which they would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings.

**Section 4.** Sick leave shall be granted to an employee upon approval of the Employer and for the following reasons:

- A. illness or injury of the employee or a member of the employee's immediate family, when the employee's presence is required, defined as an employee's spouse, child, mother, father, sibling, grandparents or stepchildren who reside with the Employer;
- B. up to a maximum of three (3) days in the event of the death of an employee's current mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents;
- C. medical, dental, or optical examination or treatment of employee which cannot be scheduled during non-working hours;
- D. a member of the immediate family, defined in "A" above, is afflicted with a contagious disease, and due to exposure to the contagious disease, the presence of the employee at his job would jeopardize the health of others; and
- E. pregnancy and/or childbirth and other conditions related thereto.

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**Section 5. Evidence Required For Sick Leave Usage.** The Employer shall require an employee to furnish a standard written and signed statement explaining the nature of the illness to justify the use of sick leave immediately upon return to work. If medical attention is required, the employee shall ~~may~~ <sup>SHALL</sup> be required to furnish a statement from a licensed physician notifying the Employer that the employee was unable to perform his/her duties. Where sick leave is requested to care for a member of the immediate family, the Employer may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person, or in the case of childbirth and other conditions relating thereto, during the post-natal period. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action.

**Section 6.** When an employee is unable to work, he shall notify the supervisor or other designated person no less than one (1) hour prior to the time he is scheduled to report to work on each day of absence, unless emergency conditions make it impossible, or unless the employee has made other reporting arrangements with the supervisor.

**Section 7.** Employees intentionally failing to comply with sick leave rules and regulations shall not be paid. Application for sick leave with intent to defraud shall be grounds for disciplinary action, together with a refund by the employee of any salary or wages paid in connection with such non-compliance by the employee. Sick leave is to be used only for the reasons specified in Section 4 herein, and the excessive use of sick leave shall be cause for disciplinary action.

**Section 8.** If medical attention is required, the employee shall ~~may~~ <sup>SHALL</sup> be required to furnish a statement from a licensed physician or psychologist notifying the Employer that the employee was unable to perform his duties and is now able to return to work. Such physician's statement shall be required for absence ~~in excess~~ of three (3) consecutive work days due to illness. Whenever the Employer suspects abuse of the use of sick leave, he may require proof of illness in the form of a physician's statement of disability to approve the use of such leave.

**Section 9.** The Employer may require an employee to take an examination, conducted by a licensed physician or psychologist, to determine the employee's physical or mental capability to perform the duties of the employee's position. An employee who is required to submit to a physical/psychological examination shall be afforded the opportunity to select the name of one (1) of five (5) physicians supplied by the Employer, subject to the availability of the qualified physicians. The cost of such examination shall be paid by the Employer. The Employer shall supply the examining physician with the job requirements of the employee's position, including physical and mental requirements of the position and the position description.

Additional information may be provided upon the request of the examining physician. If found not qualified, the employee may be placed on sick leave with pay, leave without pay, or a disability separation. **The employee may seek a second opinion from another license physician, at cost of the employee. Should there be a conflict in the medical opinions of the physicians a third and final opinion shall be made from a physician the employer and employee mutually agree to, and the cost shall be shared by the parties.**

Michael L. Seyer  
3/24/03

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**ARTICLE 23**  
**FUNERAL LEAVE**

An employee shall be granted up to ~~three (3)~~ **five (5) working days** leave with pay in the event of the death of the employee's parents, spouse, ~~children~~ or child.

**An employee shall be granted three (3) working days with pay for the death of his sibling, spouse's grandparents and/or grandchildren, and the employees grandparents.** An employee may be required to provide proof of relationship; said leave shall include the day of the funeral.

Michael L Seeger 3/24/04

**ARTICLE 24**  
**CONVERSION OF UNUSED SICK LEAVE**

**Section 1.** An employee who is both eligible for and elects to take his public employee retirement benefits shall be entitled to convert accrued but unused leave to a cash payment on the following basis:

An employee may receive, after completion of ten (10) years of continuous service with the Sheriff's Department, a cash payment in the amount of one (1) hour's pay for each four (4) hours of accrued but unused sick leave of unused sick leave at the time of retirement, or disability retirement. The maximum payment under this provision shall not exceed two hundred eighty (280) <sup>hours</sup> ~~four hundred and eighty (480)~~ hours of pay. For the purpose of this provision, retirement, or disability shall be considered that criteria established for retirement from active service with the Department at the time of separation under the Public Employees Retirement System (PERS).

MIS LEAVE IN (11)

MIS LEAVE IN (11)

Michael C. Seeger  
3/24/04

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3-24-04  
[Signature]

ARTICLE 20  
HOLIDAYS

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3-24-09  
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**Section 1.** Each full-time employee who successfully completed his initial probationary period shall be entitled to eight (8) <sup>or twelve (12) hours when applicable</sup> hours of holiday pay, at his regular base rate of pay, for each of the following designated holidays:

- |                        |   |
|------------------------|---|
| New Year's Day         | 1st day of January  |
| Martin Luther King Day | 3rd Monday in January   |
| Presidents' Day        | 3rd Monday in February  |
| Good Friday            | 1/2 day - Friday before Easter  |
| Memorial Day           | 30th day of May   |
| Independence Day       | 4th day of July   |
| Labor Day              | 1st Monday in September   |
| Columbus Day           | 2nd Monday in October   |
| Veterans Day           | 11th day of November  |
| Thanksgiving Day       | 4th Thursday in November  |
| Day after Thanksgiving | Friday after Thanksgiving   |
| Christmas Day          | 25th day of December  |
| Primary Election Day   | 1/2 day - 1st Tuesday after the 1st Monday in May   |
| Election Day           | 1 day - 1st Tuesday after the 1st Monday in November<br>if a presidential election; 1/2 day if a general election |

Section 2. The Employer shall designate the dates upon which the above holidays are to be observed and shall post a notice of same during January of each year.

Section 3. Employees shall be entitled to holiday pay in accordance with Section 1 herein, regardless of whether or not they are scheduled to work on the observed day of the holiday. Employees who actually work on the observed holiday shall be entitled to holiday pay in accordance with Section 1 herein and shall receive time and one-half (1 1/2) their regular base rate of pay for all hours actually worked.

Section 4. To be eligible for holiday pay, an employee must work the last scheduled work day before the holiday and the first scheduled work day after the holiday, unless on approved leave. In the event an employee is scheduled to work on a holiday described herein and reports off sick, the employee shall not receive holiday pay as described in Section 1 herein.

### Section 5

Each non-probationary employee shall be granted one (1) personal day leave with pay in each contract year. Request of the personal leave day ~~with~~ <sup>with</sup> pay shall be made by the employee to his immediate supervisor.

Michael L Seyer 3/24/04

MLO - 24<sup>th</sup> ed  
3/24

TAP  
3-29-04

**ARTICLE 28**  
**HOLIDAYS**

**Section 1.** Each full-time employee who successfully completed his initial probationary period shall be entitled to eight (8) hours of holiday pay, at his regular base rate of pay, for each of the following designated holidays:

**New Year's Day**

1st day of January

**Martin Luther King Day**

3rd Monday in January

**Presidents' Day**

3rd Monday in February

**Labor Day**

1<sup>st</sup> Monday in September

**Columbus Day**

2nd Monday in October

**Veterans Day**

11th day of November

**Thanksgiving Day**

4th Thursday in November

**Day after Thanksgiving**

Friday after Thanksgiving

~~Good Friday~~

1/2 day - Friday before Easter

**Memorial Day**

30th day of May

**Independence Day**

4th day of July

**Christmas Day**

25th day of December

~~Primary Election Day~~

1/2 day - 1st Tuesday after the 1st Monday in May

~~Election Day~~

1 day - 1st Tuesday after the 1st Monday in November  
a presidential election; 1/2 day if a general election

**Section 2.** The Employer shall designate the dates upon which the above holidays are to be observed and shall post a notice of same during January of each year.

**Section 3.** Employees shall be entitled to holiday pay in accordance with Section 1 herein, regardless of whether or not they are scheduled to work on the observed day of the holiday. Employees who actually work on the observed holiday shall be entitled to holiday pay in accordance with Section 1 herein and shall receive time and one-half (1 1/2) their regular base rate of pay for all hours actually worked.

**Section 4.** To be eligible for holiday pay, an employee must work the last scheduled work day before the holiday and the first scheduled work day after the holiday, unless on approved leave.

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3-24-09

**ARTICLE 29**  
**VACATION**

**Section 1.** Full-time employees who have completed one (1) full year of continuous service with the Employer shall be entitled to vacation leave with pay. The amount of vacation leave to which an employee is entitled is based upon the length of continuous service as follows:

<u>Length of Service</u>	<u>Vacation</u>
Less than one (1) year	None
One (1) year but less than eight (8) years	80 hours
7 <del>Eight (8) years but less than fifteen (15) years</del> 12	120 hours
12 <del>Fifteen (15) years but less than twenty-five (25) years</del> 21	160 hours
21 <del>Twenty-five (25) years or more</del> 21	200 hours
21.4	240 hours

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Such vacation leaves shall be accrued to employees at the following rates:

Annual Vacation Entitled To

Credited Per Pay Period

- 80 hours
- 120 hours
- 160 hours
- 200 hours
- 240 hours

- ~~3.1 hours~~
- ~~4.6 hours~~
- ~~6.2 hours~~
- ~~7.7 hours~~
- 9.2 hours

MCS

No employee will be entitled to vacation leave nor payment for accumulated vacation under any circumstances until he has completed one (1) year of employment with the Employer.

**Section 2.** Vacation leave shall be taken in minimum increments of eight (8) hours. Vacation leave requests of forty (40) hours/one (1) week or more shall be submitted to the Employer/designee at least thirty (30) calendar days prior to the date and/or time period requested. Vacation leave requests of less than forty (40) hours/one (1) week shall be given with a reasonable prior notice, as currently practiced. Vacation leave requests are subject to the staffing and work load requirements of the Employer; therefore, the Employer shall have the right to deny vacation requests if such requirements so mandate. The Employer shall determine the number of employees who may be granted vacation leave during similar time periods.

**Section 3.** No vacation leave shall be carried over for more than three (3) years. An employee is entitled to compensation at his current rate of pay for the pro-rated portion of any earned, but unused, vacation leave for that year to his credit at the time of separation or retirement, and in addition, shall be compensated for any unused vacation leave accrued to his credit to a maximum of thirty (30) vacation days. Employees who have an excess of the thirty (30) vacation days and give notice of termination of employment shall be permitted to use such excess vacation leave prior to the date of termination.

In the case of the death of an employee, all accrued but unused vacation leave shall be paid to the employee's estate or to their designated beneficiary.

**Section 4.** The employee may, in November of each year of this Labor Agreement, submit a request for payment of any earned but unused vacation. The maximum amount of any request for unused vacation shall not exceed fourteen (14) days. Payment shall be made in the first pay period of December.

*MSA*  
1/0.  
Michael L. Seper 3/24/03

**MARC A. WINTERS** STATE EMPLOYMENT  
RELATIONS BOARD

ARBITRATION / MEDIATION / FACT-FINDING

101 ABERDEEN DRIVE  
CRANBERRY TWP., PA 16066-3527

7604 JUN 23 A 10:39

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June 21, 2004

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Clemans Nelson & Associates  
2351 South Arlington Road  
Suite A  
Akron, Ohio 44319-1907

Re: Fact-Finding Hearing, SERB Case No. 04-MED-01-0039  
Fraternal Order of Police & Jefferson County Sheriff's Office

Advocates:

Enclosed is a copy of my decision relative to the above-referenced Fact-Finding. Also enclosed is my statement for service rendered. It has been a pleasure to assist you in this matter, and I will look forward to the opportunity to be of service in the future.

Sincerely,



Marc A. Winters  
Fact-Finder

cc: SERB

ARC A. WINTERS  
ARBITRATOR  
11 ABERDEEN DRIVE  
CRANBERRY TWP, PA. 16066-3527



0000

AMOUNT  
**\$1.52**

U.S. POSTAGE  
PAID  
CRANBERRY TWP, PA  
16066-04  
JUN 21 1991  
0004631801  
43215-4213



DALE ZIMMER  
ADMINISTRATOR, BUREAU OF MEDIATION  
SERB  
65 EAST STATE STREET, 12<sup>TH</sup> FLOOR  
COLUMBUS, OHIO 43215-4213