

**HAND DELIVERED**  
**IN THE MATTER OF FACT-FINDING**

**BETWEEN**

**ROSS COUNTY SHERIFF**

**AND**

**THE FRATERNAL ORDER OF POLICE,  
OHIO LABOR COUNCIL, INC.**

**BEFORE: E. WILLIAM LEWIS**

**SERB CASE NO. 04-MED-03-0203**

**PRINCIPAL ADVOCATE FOR THE SHERIFF:**

**Mr. Kenneth L. Edsall, Regional Supervisor  
5100 Parkcenter Avenue, Suite 120  
Dublin, Ohio 43017-7563**

And

**PRINCIPAL ADVOCATE FOR THE UNION:**

**Mr. Ross Rader, Staff Representative  
222 East Town Street  
Columbus, Ohio 43215-4611**

STATE EMPLOYMENT  
RELATIONS BOARD  
2004 JUL 22 A 11: 33

E. William Lewis was selected by the parties to serve as the Fact Finder in the above referenced case and duly appointed by the State Employment Relations Board in compliance with Ohio Revised Code section 4117.14 C (3).

July 8, 2004 was established as the hearing date and the parties timely filed the required pre-hearing statements.

In their pre-hearing filings one or more of the parties identified the following issues, and or contract provisions as being unresolved:

**ARTICLE 30. SICK LEAVE**

**ARTICLE 40. INSURANCE**

**ARTICLE 41. WAGES**

**ARTICLE 45. DURATION OF AGREEMENT**

**BACKGROUND:**

This case evolves out of a collective bargaining dispute between the Ross County Sheriff, hereinafter known as the employer, and the FOP/OLC, hereinafter known as the union. There are 61 bargaining unit members composed of: 9- Corporals, 17- Road Deputies, 28- Correction Officers, 4- Communications Dispatchers, and 3- Civil Employees.

The contract expired at midnight on June 30, 2004. The parties began bargaining on a renewal contract on March 30, 2004 and held four sessions through April 30, 2004 and made good progress resolving all issues except those listed above.

As required by Ohio Revised Code 4117 the parties entered into mediation at the July 8 Fact-Finding meeting. The parties worked hard during the mediation session and as a result the above listed issues were also resolved.

The format of this report will be to list an article followed by a brief review of

the position of each party and a discussion indicating a mediated settlement. My recommendation will be the mediated settlement accompanied by the appropriate contract language reflecting the agreed to changes.

## **ARTICLE 30—SICK LEAVE**

### **Union's Position:**

The union's position was current language on this article.

### **Employer's Position:**

Section 30.7—to be added to reflect a minimum 100 hours of accumulated sick leave in the first year of the Agreement, 200 hours in the second year of the Agreement and 300 hours in the third of the Agreement in order to qualify for 100% of compensation for sick leave used.

Section 30.13 (new).—Pre-scheduled sick leave (pre-scheduled doctor appointments) and personal days shall not be used when determining abuse or excessive use of sick leave.

Section 30.14 (was 30.12), change to read as follows: Perfect attendance Incentive

A. Full time employees who use eight (8) hours or less of sick leave nor have any unpaid absence during any period of one thousand and forty (1040) hours worked will be entitled to one (1) day of perfect attendance incentive for each such period. Personal days utilized will not count against the perfect attendance incentive. The employee shall be responsible for “tracking” such time and must notify the personnel officer within sixty (60) days of such entitlement.

1. Current language

2. Current language

### **Fact Finder's discussion and recommendation:**

Mediated agreement between the parties.  
Sections 30.1 through 30.6—current language

Section 30.7—to read as follows:

- A. During the term year of this Agreement, all employees who do not have at least one hundred (100) hours- 1<sup>st</sup> year of this Agreement, two hundred (200) hours- 2<sup>nd</sup> year of this Agreement, and three hundred (300) hours of accrued sick leave-3<sup>rd</sup> year of this Agreement at the time the sick leave is used shall be paid for sick leave as follows:
1. for the first five (5) scheduled shifts of sick leave used, sick leave will be paid at one hundred percent (100%) of the employees regular pay;
  2. for the second three (3) scheduled shifts of sick leave used, sick leave will be paid at eighty-five percent (85%) of the employees regular pay, or be paid six (6) hours of sick leave for eight (8) hours of absence.
  3. for all other sick leave beyond eight (8) scheduled shifts, sick leave will be paid at fifty percent (50) of the employee's regular pay, or four (4) hours of sick leave for an eight (8) hour absence.
- B. Employees who have at least one hundred (100) hours - 1<sup>st</sup> year of this Agreement, two hundred (200) hours - 2<sup>nd</sup> year of this Agreement, three hundred (300) hours of accrued sick leave - 3<sup>rd</sup> year of this Agreement at the time the sick leave is used shall not have the payment of sick leave reduced under this section. For employees who do fall below the above limits, the payment limitations set forth in this section will be calculated based on the number of total sick leave days used during that contract year while under the above thresholds. In all case, the employees must have enough accrued sick leave to cover the amount of time used or the employee will not be paid at all.
- C. Notwithstanding the other provisions of this section, employees are eligible to use sick leave they have accrued, paid at their full, regular rate of pay, for:
1. In-patient hospitalization of an employee or a member of the employee's

Immediate family, as defined in this article, and the continuous period of recovery therefrom; or

2. Sick leave used for funeral purposes, as provided in this article, or
  3. Sick leave that qualifies and is taken as Family Medical Leave (FML);
  4. Any sick leave scheduled and approved in advance; or
  5. Personal days utilized would not count as a day of sick leave utilized.
- D. When measuring the amount of sick leave used by bargaining unit employees, all paid and unpaid sick leave shall be counted, including leave for the serious health condition of the employee or a member of the employee's immediate family.
- E. New employees, serving their initial probationary period, will receive 100% sick leave pay and will not be subject to this section (30.7) until after one (1) year of employment.

Sections 30.7, 30.8, 30.9, 30.10, 30.11, will change to Sections 30.8, 30.9, 30.10, 30.11, 30.12 and remain current language.

Section 30.13. (New) Pre-scheduled sick leave (pre-scheduled doctor appointments) and personal days shall not be used when determining abuse or excessive use of sick leave.

Section 30.14. Perfect attendance Incentive:

- A. Full time employees who use eight (8) hours or less of sick leave nor have any unpaid absence during any period of one thousand and forty (1040) hours worked will be entitled to one (1) day of perfect attendance incentive for each such period. Personal days utilized will not count against the perfect incentive. The employee shall be responsible for "tracking" such time and must notify the personnel officer within sixty (60) days of such entitlement.
1. Current language.

2. Current language.

## **ARTICLE 40-----INSURANCE**

### **Union's Position:**

The union proposed to change Section 40.3, to read as follows:

The employer will provide health insurance equal to the coverage currently in effect. The employer will pay 90% of the premium for single coverage and 85% of the premium for family coverage for hospitalization, vision and dental coverages; the employee shall pay the remainder by payroll deduction. However, for each insurance calendar year, 2002 any increase in the employee's portion of the premiums shall be capped at no more than ten percent (10%) increase over the premium rates for the previous insurance year. The employer agrees to deduct in even amounts one-half (1/2) of the monthly insurance premiums from the first two (2) pay periods each month.

### **Employer's Position:**

The employer proposed to change Section 40.3, to read as follows:

For the duration of this Agreement, the Employer will continue to provide full-time bargaining unit employees with hospitalization coverage in the same manner as provided to non-bargaining unit employees. Nothing in this article shall be construed to limit the Employer's right to solicit and implement "cost containment" features provided any changes in such plan are applicable to all Ross County Sheriff's employees. The FOP/OLC employees will be provided a copy of the plan description. The Employer may, during the life of this Agreement, change insurance carriers or methods of providing insurance coverage. The Employer agrees to deduct in even amounts one-half (1/2) of the monthly insurance premiums from the first two (2) pay periods each month.

### **Fact Finder's discussion and recommendation:**

Mediated agreement between the parties.

Section 40.3 to read as follows and the changes to be effective August 1, 2004:

The Employer will provide health insurance equal to the coverage currently in effect, including the July 1, 2004 modifications (Attachment A) for the duration of the Agreement. The Employer will pay 90% of the premium for single coverage and 86 and 1/4% of the premium for family coverage for hospitalization, vision and dental coverages; the employee shall pay the remainder by payroll deduction. The Employer agrees to deduct in even amounts one-half (1/2) of the monthly insurance premiums from the first two pay periods each month.

All other sections in this article to remain current language.

## **ARTICLE 41-----WAGES**

### **Union's Position:**

The union proposed increasing the current wage schedule (effective 1/1/04 through 12/31/04) by 2.5% effective 1/1/05; plus 2.5% effective 1/1/06; plus 2.5% effective 1/1/07. The union proposed current language for the rest of Article 41.

### **Employer's Position:**

The employer proposed freezing all employees as of 12/31/04 in their steps for the duration of the contract. The employer proposed a 3% increase for all bargaining unit employees to be effective 1/1/05, 1/1/06 and 1/1/07. Section 41.7 was to be deleted from the contract according to the employer's proposal.

### **Fact Finder's discussion and recommendations:**

Mediated agreement between the parties.

Section 41.1. Effective January 1, 2004 employees rates will be increased on their seniority date according to the following schedule, which will remain in effect for the duration of the Agreement:

STEP:	A	B	C	D	E	F	G	H	I
Corporal			12.41	13.06	13.77	14.48	15.14	15.83	16.77
Road	10.50	11.15	11.81	12.43	13.11	13.79	14.42	15.08	15.98
Corrections	10.50	11.15	11.81	12.43	13.11	13.79	14.42	15.08	15.98
Communications	10.03	10.69	11.48	12.11	12.90	13.55	14.35	15.02	15.98
Civil	9.87	10.38	10.92	11.45	11.95	12.49	13.25		

Section 41.2 Employees in the bargaining unit will be compensated according to the schedule in Section 41.1. Employees will be paid the rates (41.1) based upon their uninterrupted continuous service and any service credit previously allowed or service credit allowed under provisions of this Agreement.

Section 41.3. Step A will normally be the hiring rate(the Employer may choose to place a new hire in Steps B or C depending on the candidates qualifications and/or experience).

Employees will move to the next higher Step following one year of service in a Step. All employees with more years of service than Steps on the pay scale shall remain in the top Step pay range. Employees who are in the top step as of January 1, 2005; January 1, 2006; and January 1, 2007 will receive a lump sum payment of \$850.00/ year payable the first full pay period in January of each year of the contract.

Section 41.4.

In addition to the above wage scale employees shall receive the following service credit bonus:

- 10 years of service but less than 15 years = 20 cents per hour
- 15 years of service but less than 20 years = 25 cents per hour
- 20 years of service = 30 cents per hour

## ARTICLE 45-----DURATION OF AGREEMENT

Union's Position:

Three year Agreement; change dates

**Employer's Position:**

Three year Agreement; change dates

**Fact Finder's discussion and recommendation:**

Section 45.1.

A. This Agreement shall be effective July 1, 2004 and shall remain in full force and effect until midnight June 30, 2007.

B., C., D.—current language

**SUMMARY:**

The Fact Finder recommends the mediated agreements and attachment as enumerated herein. In addition all agreements previously reached by and between the parties and tentative agreed to are hereby incorporated by reference into this Fact Finding Report, and should be included in the resulting Collective Bargaining Agreement.

The Fact Finder commends the parties for the hard work they have done to compose this agreement. It is my hope that the parties will adopt these mediated settlements and use this agreement to help continue the development of a positive labor-management relationship.

Respectfully submitted and issued at Columbus, Ohio on this 22<sup>nd</sup> day of July, 2004.



E. William Lewis  
Fact Finder

RE  
7/8/04

Ross County Approved Benefit Changes  
Effective ~~June~~ July 1, 2004

PK

1. Change network and non-network coinsurance to 80%/70% instead of 90%/80%
2. Change coinsurance out-of-pocket maximum to \$750/\$1,500 instead of \$500/\$1,000
3. Add office visit co-payments of \$10 in-network and \$20 non-network
4. Add a \$50 co-payment for non-emergency use of an emergency room, not subject to deductibles or coinsurance
5. Change the annual prescription drug cap to \$400 single and \$800 family from \$200/\$400.

  
Mr. William Lewis  
7433 Silverleaf Ct.  
Columbus, OH 43235

**HAND DELIVERED**

STATE EMPLOYMENT  
RELATIONS BOARD

2004 JUL 22 A 11: 33

Mr. Dale Zimmer, Administrator, Bureau-Mediation  
State Employment Relations Board  
65 East State St., 12<sup>th</sup> Floor  
Columbus, Ohio 43215-4213