

STATE EMPLOYMENT
RELATIONS BOARD

FACT FINDING REPORT
STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD
December 6, 2005

DEC -7 A 11:31

In the Matter of:

Darke County Sheriff's Office

05-MED-07-0724

and

Fraternal Order of Police,
Ohio Labor Council, Inc.,
Deputy Sheriffs

REPORT AND RECOMMENDATIONS OF FACT-FINDER
TOBIE BRAVERMAN

APPEARANCES

For the Employer:

Brett A. Geary, Regional
Manager

For the Union:

Thomas J. Fehr, Staff
Representative

INTRODUCTION

The Darke County Sheriff (hereinafter referred to as "Employer") and Fraternal Order of Police, Ohio Labor Council, Inc. (hereinafter referred to as "Union") have selected the undersigned to serve as Fact-Finder in the above-referenced matter. SERB appointed the undersigned by letter dated September 28, 2005 pursuant to OAC 4117-9-5(D). The parties have agreed to extend the deadline for a written to December 6, 2005. Hearing was held at the Darke County Offices in Greenville, Ohio on November 22, 2005. After mediation between the parties, the parties reached a tentative agreement as to the issues submitted to the Fact-Finder. The Fact-Finder issues this written report as her recommendations on the outstanding issues.

Darke County is a county with a population of approximately 53,000, located in Southwest Ohio. The Sheriff's Department employs fifty-five employees in the classifications of Corrections Officer, Corrections Officer/Corporal, Patrol Officer, Dispatcher, Cook and Assistant Communication Coordinator who are represented by the Union and whose wages, hours, terms and conditions of employment are the subject of the Collective Bargaining Agreement between the parties. The current Agreement expired effective October, 21, 2005.

The parties reached tentative agreement on a number of issues during the course of negotiations and prior to hearing. Those agreements are incorporated by reference herein as submitted by the parties. The tentative agreements, as submitted by the parties at hearing, include the following provisions of the Collective Bargaining Agreement:

- Article 9 Discipline
- Article 11 Personnel Files

- Article 12 Probationary Periods
- Article 19 Hours of Work and Overtime
- Article 22 Wages (Sections 22.5 & 22.6)
- Article 23 Holidays
- Article 25 Sick Leave
- Article 27 Equipment and Uniforms
- Article 28 Education and Training
- Article 31 Unpaid Leaves of Absence
- Article 35 Waiver in Case of Emergency

ISSUES

The outstanding issues remaining at the time of hearing were as follows: Article 21 - Insurance, Article 22 - Wages and Article 36 - Duration. Based upon the tentative mediated settlement reached at the November 22, 2005 hearing, the Fact-Finder recommends as to those Articles as follows:

ARTICLE 21 - HEALTH & LIFE INSURANCE

Amend Article to read as follows:

Section 21.1:

A. The Employer will maintain substantially comparable health insurance benefits at current benefit levels for the life of this Agreement. Current benefit levels are defined as the 1998

Plan Book and all amendments thereto effective on or before October 21, 2005.

B. For the first full contract year, the Employer shall pay ninety-five percent (95%) of the total monthly insurance premium for an employee only policy or eighty-five percent (85%) of the total monthly insurance premium for a family health insurance plan or other multi-member plan, if available. For the first full contract year, the employee's share of the cost of health insurance shall be five percent (5%) of the total monthly insurance premium for an employee only plan and fifteen percent (15%) of the total monthly insurance premium for a family insurance plan or other multi-member plan, if available.

C. For the second full contract year, the Employer shall pay ninety-four and one half percent (94.5%) of the total monthly insurance premium for an employee only policy or eighty-four and one half percent (84.5%) of the total monthly insurance premium for a family health insurance plan or other multi-member plan, if available. For the first full contract year, the employee's share of the cost of health insurance shall be five and one half percent (5.5%) of the total monthly insurance premium for an employee only plan and fifteen and one half percent (15.5%) of the total monthly insurance premium for a family insurance plan or other multi-member plan, if available.

D. For the third full contract year, the Employer shall pay ninety-four percent (94%) of the total monthly insurance premium for an employee only policy or eighty-four percent (84%) of the total monthly insurance premium for a family health insurance plan or other multi-member plan, if available. For the first full contract year, the employee's share of the cost of health insurance shall be six percent (6%) of the total monthly insurance premium for an employee only plan and sixteen percent (16%) of the total monthly insurance premium for a family insurance plan or other multi-

member plan, if available.

E. Payment of the employee's share of health insurance premiums shall be made through payroll deduction

F. Should more than one insurance plan option be made available to employees, the Employer and Employee percentages of insurance premiums set forth in paragraphs B, C and D above shall be applicable to the plan with benefits substantially comparable to the current plan as defined in paragraph A above.

Section 21.2 Except to the extent set forth in Section 21.1(A) above, the sole determination of insurance carrier(s) or method(s) of providing benefits under this Article rests with the Employer.

Section 21.3 The Employer shall, for the life of this Agreement, continue to provide life insurance coverage to each eligible employee in the amount of at least fifteen thousand dollars (\$15,000.00) at the Employer's expense.

ARTICLE 22 - WAGES

Amend article to provide the following percentage wage increases: 3.0% wage increase in the first year of the Agreement retroactive to October 21, 2005; 3.25% wage increase in the second year of the Agreement effective October 21, 2006; 3.50% wage increase in the third year of the Agreement effective October 21, 2007.

ARTICLE 36 - DURATION

Amend Section 36.1 to read as follows: This Agreement shall be effective as of October 21, 2005 and shall remain in full force and effect for a period of three (3) years.

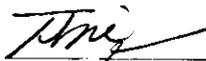
Dated: 12/6/05



Tobie Braverman, Fact-Finder

CERTIFICATE OF SERVICE

The foregoing Report was mailed this 6th day of December, 2005 to, Thomas J. Fehr, Staff Representative, Fraternal Order of Police, 5752 Cheviot Road, Suite D, Cincinnati, OH 45247-7008 and to Brett A. Geary, Regional Manager, Clemans-Nelson & Associates, 411 W. Loveland Ave., Suite 101, Loveland, OH 45140-9221 by U.S. Mail Overnight delivery.



Tobie Braverman