

**Virginia Wallace-Curry**

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STATE EMPLOYMENT  
RELATIONS BOARD

2007 APR -9 A 11: 54

Arbitrator  
Mediator

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vwcurry@adelphia.net

April 6, 2007

Robin L. Bell, Esq.  
Regional Manager  
Clemans Nelson & Associates, Inc.  
2351 South Arlington Road Suite A  
Akron, OH 44319-1907

Ms. Lucy DiNardo  
Staff Representative  
FOP/OLC, Inc.  
2721 Manchester Road  
Akron, OH 44319-1020

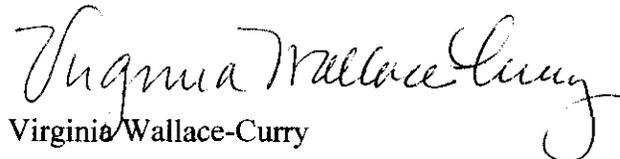
Re: Lorain County Sheriff and FOP/OLC (Dispatchers)  
SERB Case No. 06-MED-07-0785

Ms. Bell and Ms. DiNardo:

Enclosed is a copy of my fact-finding award in the above captioned matter, along with the statement for my services and expenses rendered as Fact-finder.

I enjoyed working with you and hope I will have the opportunity to do so again in the future.

Sincerely,

  
Virginia Wallace-Curry

cc: Edward E. Turner, SERB

STATE EMPLOYMENT RELATIONS BOARD

STATE EMPLOYMENT  
RELATIONS BOARD

2007 APR -9 A 11: 54

April 6, 2007

In the Matter of the Fact Finding Hearing Between:

LORAIN COUNTY SHERIFF	)	
	)	
And	)	SERB Case No. 06-MED-07-0785
	)	
FRATERNAL ORDER OF POLICE/OLC	)	Dispatchers

APPEARANCES

For the Sheriff:

Robin L. Bell	Regional Manager/Employer Advocate, Clemans Nelson
Deborah Stanko	Administrative Secretary
Phil R. Stammitti	Chief of Police

For the FOP:

Lucy A. DiNardo	Staff Representative
David A. Ferry	Bargaining Committee
Susan Neely	Bargaining Committee
Robert Iski	Bargaining Committee

Fact-Finder:

Virginia Wallace-Curry

## INTRODUCTION

This matter concerns the fact-finding proceeding between the Lorain County Sheriff (the “Employer” or “Sheriff”) and the Fraternal Order of Police/Ohio Labor Council, Inc. (the “Union” or “FOP”). The bargaining unit consists of Communications Officer, Vehicle Maintenance Coordinator, and Vehicle Maintenance Worker. There are approximately eleven (11) employees in the bargaining unit. The terms of the parties’ previous collective bargaining agreement expired on December 31, 2005.

Negotiations were delayed as a result of an election for a change in bargaining representative. The parties held several bargaining sessions and were able to reach agreement on all but six issues. Impasse was declared and the parties proceeded to fact-finding.

Virginia Wallace-Curry was appointed fact-finder in this matter by SERB. A hearing was held on February 23, 2007, at which time the parties accepted the fact-finder’s offer to mediate the unresolved issues. The parties reached tentative agreement on two more issues. The tentative agreements on these and other issues are incorporated in this report and appear at end. A hearing on the remaining unresolved issues was held, and the parties were given full opportunity to present their respective positions. The fact-finding proceeding was conducted pursuant to Ohio Collective Bargaining Law and the rules and regulations of the State Employment Relations Board, as amended.

In making the recommendations in this report, consideration was given to the following criteria listed in Rule 4117-9-05 (K) of the State Employment Relations Board:

1. Past collectively bargaining agreements, if any, between the parties;
2. 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;

3. 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;
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 determination of issues submitted to mutually agreed-upon dispute settlement procedures in the public service or in private employment.

#### **UNRESOLVED ISSUES**

1. Article 24, Sick Leave – Sick Leave Accumulation
2. Article 28, Holidays – Personal Holidays
3. Article 25, Health Care Benefits - Premium Share
4. Article 35, Wages

#### 1. **ARTICLE 24, SICK LEAVE**

##### Union's Proposal

The Union requests that the sick leave conversion upon retirement or death of bargaining unit employees be increased. Currently, employees with 10 years of service are eligible to convert 50% of their accumulated sick leave up to a maximum of 480 and employees with twenty (20) or more years of service are eligible to convert fifty percent (50%) of their accumulated sick leave up to a maximum total of 960 hours. The Union proposes raising this conversion to 100% up to a maximum of 960 hours for employees with 20 years of service. The Union contends that the Promoted Corrections Unit was

given an increase during negotiations and the Promoted Law Enforcement Division was given an increase through fact-finding. This bargaining unit seeks a similar increase.

### Employer's Proposal

The Employer is not opposed to increasing the conversion for current bargaining unit members, i.e., 50% not to exceed 480 hours after 10 years of service and 75% not to exceed 960 hours after 20 years of service. However, the Employer proposes a two tier system for the payment of sick leave for employees hired after January 1, 2007. For those new employees, the Employer proposes that they be permitted to convert 100%, not to exceed 250 hours, of sick leave upon retirement or separation from service in good standing after five years with the Employer. The Employer also proposes that current employees could elect to receive the benefits available to new employees.

Under the two-tier system, employees would not have to wait for retirement to convert sick leave to payment upon leaving service with the County. They would be eligible after 5 years of service. Current employees would also benefit if they had 333 hours or less of accrued sick leave upon retirement.

### RECOMMENDATION

The Fact-finder does not recommend the Employer's position. It appears that the two tier system for new employees would likely have the opposite effect that the Employer is seeking, i.e., discouraging employees from using their sick leave. If employees may only convert 250 hours of sick leave, they may feel freer to use sick leave during their employment because it would not be a big bonus to them upon retirement. The Employer's own notation that an employee who retires with 333 hours of less would

benefit from the Employer's proposal proves this point. Employees could use sick leave liberally during their employment and still benefit upon retirement.

Rather, it is recommended that the bargaining unit be given increases similar to those received by the other bargaining units in the County. The recommended conversion is for bargaining unit employees with 10 years of service, 50% up to a maximum of 480 hours; for 20 years of service, 75%, up to a maximum of 960 hours; and for employees with 26 years of service, 100% up to maximum of 1000 hours. This would establish parity among the bargaining units and discourage use of sick leave.

### **Recommended Language**

**Section 24.10. Sick leave Conversion. Upon formal retirement under the Public Employees Retirement System (PERS) or death, bargaining unit employees with ten (10) years of service with the Employer shall be eligible to convert fifty percent (50%) of their accumulated sick leave up to a maximum total of four hundred eighty (480) hours. Bargaining unit employees with twenty (20) or more years of service with the Employer shall be eligible to convert seventy-five percent (75%) of their accumulated sick leave up to a maximum total of nine hundred sixty (960) hours. Bargaining unit employees with twenty-six (26) or more years of service with the Employer shall be eligible to convert one hundred percent (100%) of their accumulated sick leave up to a maximum total of one thousand (1000) hours.**

**Payments shall be made as soon as practicable upon receipt of a formal written application by the retiring employee or the deceased employee's surviving spouse or estate.**

## **2. ARTICLE 28, HOLIDAYS**

### **Union's Proposal**

The Union proposes adding one more personal holiday for a total of three personal days off with pay. The Union argues that the other bargaining units, Promoted Corrections and Promoted Law Enforcement Division receive four personal holidays. The Union is seeking to achieve parity for this bargaining unit, but has made an attempt

to recognize the Employer's budgetary restrictions by asking for only three personal holidays. The Union proposes that the three holidays be floating holidays that can be taken without restrictions imposed upon the Promoted Corrections and the Promoted Law Enforcement Units.

#### Employer's Proposal

The Employer opposes the Union's addition of a personal holiday. The bargaining unit currently receives 10 holidays and two personal holidays. This number of holidays is comparable to the holiday schedule of the non-supervisory bargaining units within the Sheriff's Office. This is an economic issue. Dispatchers work 24/7, and it is difficult to fill their positions without added overtime. The Sheriff's budget has been cut by 2½ %.

#### RECOMMENDATION

It is recommended that bargaining unit employees receive three personal holidays a year, but not all to be unrestricted. Employees must continue to take one personal day in the first six months and one personal day in the second six months. The third personal day can be a floating holiday to be taken at any time in accordance with the provisions of Article 28, Section 3. Allowing only one floating personal day will ease the burden of scheduling for the Employer. By adding one more personal holiday, this bargaining unit will be closer to reaching parity with the other bargaining units.

With regard to economic implications, Union witnesses testified that the Sheriff has implemented a new manning policy. It is no longer required that two communication officers work the dispatch desk. Communication officers may work alone to

accommodate employees who request time-off for vacation, holidays and sick leave.

Therefore, there is no need to pay overtime when employees take a personal day off.

Lastly, because the first year of the Agreement has passed, it is recommended that employees be permitted to carry over the additional personal day into the following year or receive compensation for the holiday, at the Employer's option.

### **Recommended Language**

**Section 28.3. In addition to the above mentioned holidays, each employee in the bargaining unit shall be entitled to three (3) personal holidays as additional days off with pay. Employees shall be required to schedule one (1) personal holiday during the first six (6) calendar months of each year and one (1) personal holiday during the second six months of each year. The third personal holiday can be taken in either half of each year. The parties agree that the additional days off with pay shall be scheduled by the Employer upon receiving a written request from the employee fourteen (14) days prior to the beginning of a new schedule period. Scheduling of the employee's personal day off will be based upon the operational needs of the Department. If more employees request the same day off than what the schedule permits, determination of who receives the day off will be made on the basis of classification seniority. Compensation for the additional day off (personal holiday) shall be at straight time and the employee shall be scheduled off that day.**

**Employees who fail to schedule a personal day in accordance with the requirements above shall forfeit the personal holiday for that year. However, for the first year of the Agreement, because it was ratified after the first year expired, employees may carry over the one additional personal holiday to the second year of the Agreement or receive compensation for the personal holiday, at the Employer's option.**

**It is agreed by the parties that in the event of a bona fide emergency, an employee may request of the OIC his personal day off without the above mentioned prior notice. The OIC shall make every effort to accommodate the employee's request.**

### **3. ARTICLE 25, HEALTH CARE BENEFITS**

#### **Employer's Proposal**

The Employer proposes to modify the language of Article 25 to conform to reality. The Lorain County Board of Commissioners ("Commissioners") is the body with the authority to procure, provide, and/or change group hospitalization for County

employees. In recognition of this fact, the Employer is proposing language to clarify that the times and conditions of coverage is under the control of the Commissioners.

The Employer also proposes a 90% - 10% premium split with the Union, due to budgetary constraints. Under the current language, the Employer picks up the first \$25.00 increase in any annual premiums. Thereafter, the increase would be split 50/50 between the Employer and the employee. The total monthly insurance premium increased to \$1,116 in 2006. However, the bargaining unit's share was not increased in 2006 due to the continuing contract negotiations. The monthly share paid in 2006 was \$213.01. The total monthly insurance premium decreased in 2007 to \$1,088 per month. Under the 2007 rates, a 10% share in premium would result in an employee premium share of \$108.81 per month. This is a savings to employees on the family plan of 2.99% to 3.34%, depending on classification. The Union's economic package is too great for the Employer to consider the lower premium contributions proposed by the Union.

#### Union's Proposal

The Union proposes that this Union be offered a package comparable to other bargaining units in the County. The Union proposes that employees be required to contribute through payroll deduction, \$35.00 a month for family coverage and \$5.00 a month for single coverage.

#### RECOMMEDATION

It is recommended that this bargaining unit be given the same premium contributions offered to other bargaining units in the County. Given the modest wage proposal recommended (see below), the lower premium contribution is not excessive, especially in light of the contributions paid by others.

The Fact-finder acknowledges the necessity of the Commissioners to have control over health insurance coverage for county employees. Therefore, such language to that effect is recommended.

**Recommended Language**

**Section 25.1. The Employer will provide health care benefits under the Lorain County Health Care Plan, except as otherwise provided for in this article, including basic surgical, hospitalization, major medical, dental, vision, and prescription drug coverage, and shall pay the premium cost for said insurance in accordance with Section 3.**

**Section 25.2. The Employer retains the right to select carriers and/or to otherwise determine the manner by which coverage is provided. Initial eligibility and maintenance of eligibility for coverage shall be subject to the terms and conditions identified in the Plan document.**

**Section 25.3. Effective November 1, 2006, the employee will be required to contribute, through payroll deduction, an amount not to exceed thirty-five dollars (\$35.00) a month for family coverage or an amount not to exceed five dollars (\$5.00) a month for single coverage.**

**Section 25. Notwithstanding the provisions of Section 1 above, which provides for health care coverage, the Union agrees that the Employer may offer alternative health care coverage programs during the term of the agreement. Each employee's participation in any such alternative program shall be at the election of the employee, during any enrollment period as established by the County. The potential loss in benefits as the result of preexisting conditions shall be explained to the employee prior to election of the alternative coverage. The terms and conditions of such alternative programs, including the right to continue any alternative programs, shall be determined by the Board of Commissioners. The cost and/or the terms and conditions of said programs shall be at the discretion of the Board of Commissioners and may be subject to change.**

**In the event of changes in the cost and/or terms and conditions of such alternative programs, affected employees may withdraw from said program and shall be entitled to the benefits described in Section 1 above. However, once an employee elects to withdraw from the alternative program, he may not elect to change health care coverage programs again until the next open enrollment period.**

#### 4. ARTICLE 35, WAGES

##### Union's Proposal

The Union originally proposed wage increases of 2%, 3.5% and 4% to be effective 2006 through 2008. However, the Union has revised its position to reflect the same wage increases given to Deputy Unit, Promoted Corrections Unit and the Sworn Law Enforcement Division during their last negotiations. The Union now proposes wage increases of 1.25%, 1.5% and 1.5% to be effective for the first full pay period in the County's fiscal years 2006 through 2008.

##### Employer's Proposal

The Employer proposes wage increase of 1%, 1% and 1% for a three year agreement. The proposed wage increase takes into consideration the substantial change in the employee's share of the health insurance premium proposed by the parties. The total annual compensation of the Communications Officers is well-above the average wages of the comparable county communications officers.

#### RECOMMENDATION

The Union's final proposal of 1.25%, 1.5% and 1.5% is recommended. Given the significant decrease in the employee's contribution to health care, this lower wage package is reasonable. The Communications Officers are well paid compared to their counterparts in other counties. These recommended wage increases are comparable to those received by the other bargaining units noted above during their last round of negotiations.

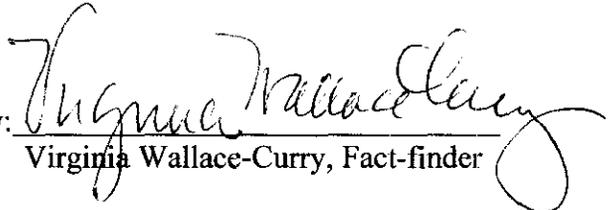
##### Recommendation for Article 35, Wages

**The Communication Unit employees will receive a 1.25% wage increase in 2006, a 1.5% wage increase in 2007, and a 1.5% wage increase in 2008. Such wage**

**increases will be effective for the first full pay period in the County's fiscal year. The wage increase shall be retroactive, beginning with the first full pay period of the 2006 fiscal year.**

**Tentative Agreements**

The tentative agreements reached by the parties prior to and at the fact-finding hearing are incorporated into this Fact-finding Report. Copies of these tentative agreements are attached and appear in Appendix A.

Submitted by:   
Virginia Wallace-Curry, Fact-finder

April 6, 2007  
Cuyahoga County, Ohio

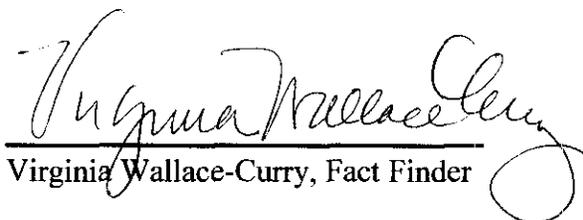
**CERTIFICATE OF SERVICE**

This is to certify that a true copy of the Fact-Finding Report for the Lorain County Sheriff and the Fraternal Order of Police/ Ohio Labor Council, Inc. was sent to the parties by overnight mail and to the State Employment Relations Board by regular U.S. mail on this day, April 7, 2007. The Fact-Finding Report was served upon:

Ms. Lucy A. DiNardo  
Staff Representative  
FOP/OLC  
2721 Manchester Road  
Akron, OH 44319

Ms. Robin L. Bell  
Regional Manager  
Clemans Nelson & Associates, Inc.  
2351 South Arlington Rd., Suite A  
Akron, OH 44319-4949

Mr. Edward E. Turner  
Administrator, Bureau of Mediation  
State Employment Relations Board  
65 East State Street  
Columbus, Ohio 43215-4213

  
Virginia Wallace-Curry, Fact Finder

# APPENDIX A

FOP/OLC PROPOSALS  
LCSO COMMUNICATIONS UNIT  
TO THE LORAIN COUNTY SHERIFF

August 1, 2006

Any and all wording within the current bargaining agreement which refers to the Union for the bargaining units as the LCDA (Lorain County Deputy Association) shall be changed and reflect the Fraternal Order of Police, Ohio Labor Council as the current Union, and sole representative for the Communications Unit within the Lorain County Sheriff's Department.

For the Union

*Greg Delaney*  
*Harold A. Farup*

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\_\_\_\_\_

Date: 8-1-06

For the Employer

*Kevin Bell*  
*W. D. Starks*

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\_\_\_\_\_

Time: 8-1-06

LORAIN COUNTY SHERIFF

FRATERNAL ORDER OF POLICE/OHIO LABOR COUNCIL

DISPATCHERS UNIT

PROPOSAL 1

PREAMBLE

This agreement, entered into by the Lorain County Sheriff, hereinafter referred to as the "Employer," and the ~~Lorain County Deputy Association (LCDA)~~, *Fraternal Order of Police, Ohio Labor Council*, hereinafter referred to as the "Union," has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code; to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein; and to provide a peaceful procedure for the resolution of differences in accordance with the grievance procedure contained herein.

LORAIN COUNTY SHERIFF

FRATERNAL ORDER OF POLICE,  
OHIO LABOR COUNCIL, INC.

*Robin L Bell*  
\_\_\_\_\_  
*Capt. J. A. [unclear]*  
\_\_\_\_\_  
*H. V. Starvo*  
\_\_\_\_\_

*Larry [unclear]*  
\_\_\_\_\_  
*David A. Ferry*  
\_\_\_\_\_  
*Robert [unclear]*  
\_\_\_\_\_

DATE PRESENTED 9-1-06

DATE SIGNED 11-3-06

**LORAIN COUNTY SHERIFF**  
**FRATERNAL ORDER OF POLICE/OHIO LABOR COUNCIL**  
**DISPATCHERS UNIT**  
**PROPOSAL 1**

**ARTICLE 1**  
**UNION RECOGNITION**

Section 1.1. The Employer recognizes the Union as the sole and exclusive representative for those employees of the Employer in the bargaining unit as described in the State Employment Relations Board's order of ~~February 6, 1997, in Case No. 96-REP-09-0199~~ and amended by the Board's order of ~~March 23, 2000, in Case No. 99-REP-09-0211.~~ *June 22, 2006, in Case No. 05-REP-09-0140.* Wherever used in this agreement, the term "bargaining unit" shall be deemed to include those individuals employed full-time in and holding one of the job titles listed in this section as follows:

Communications Officer  
Vehicle Maintenance Coordinator  
Vehicle Maintenance Worker

Section 1.2. Notwithstanding the provisions of this article, management, confidential, professional, supervisory, part-time, probationary, temporary, seasonal, and employees in the unclassified service shall not be included in the bargaining unit.

Section 1.3. All positions and job titles not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit. The Employer agrees they will not change employees' job titles for the purpose of exclusion from the bargaining unit. Changes in job titles which are necessary due to changes in job duties will also be included in the bargaining unit, except where such changes would cause the position to fall within one of the categories listed in Section 2 of this article.

LORAIN COUNTY SHERIFF

FRATERNAL ORDER OF POLICE/OHIO LABOR COUNCIL

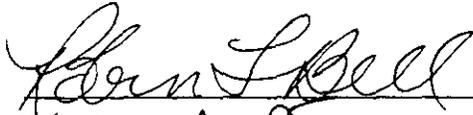
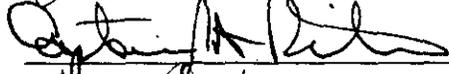
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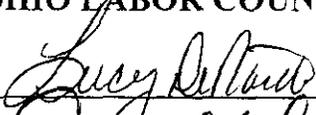
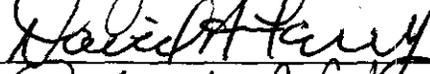
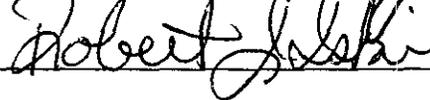
PROPOSAL 1

Section 1.4. Unless delineated specifically by clause, all provisions of this agreement apply equally to all classifications.

LORAIN COUNTY SHERIFF

FRATERNAL ORDER OF POLICE,  
OHIO LABOR COUNCIL, INC.

  
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DATE PRESENTED 9-1-06

DATE SIGNED 11-3-06

LORAIN COUNTY SHERIFF

FRATERNAL ORDER OF POLICE/OHIO LABOR COUNCIL

DISPATCHERS UNIT

PROPOSAL 1

**ARTICLE 3**  
**DUES CHECK-OFF**

Section 3.1. The Employer and the Union agree that membership in the Union is available to all employees occupying job titles as has been determined by this agreement appropriately within the bargaining unit.

Section 3.2. The Employer agrees to deduct regular Union membership dues once each month from the pay of any employee eligible for membership in the bargaining unit upon the individual employee voluntarily signing a written authorization for dues deduction. The employee will sign the Authorization for Dues Deduction Form and provide a copy to the Payroll Officer. The Payroll Officer will send an authorization form and a copy to the County Auditor's Office. Upon receipt of the proper authorization form, the Auditor will deduct Union dues from the payroll check for the payroll period following the pay period in which the authorization was received and dues are deducted by the Employer.

Authorization for Dues Deduction Forms shall be provided by the Union.

Section 3.3. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 3.4. The Employer shall be relieved from making such "check-off" deductions upon (a) termination of employment; or (b) transfer to a job other than one covered by the bargaining unit; or (c) layoff from work; or (d) an agreed leave of absence; or (e) revocation of the check-off authorization in accordance with its terms or with applicable law.

Section 3.5. The Employer shall not be obligated to make dues deductions of any kind from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deduction.

LORAIN COUNTY SHERIFF

FRATERNAL ORDER OF POLICE/OHIO LABOR COUNCIL

DISPATCHERS UNIT

PROPOSAL 1

Section 3.6. It is agreed that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions. If a claim of error is made to the Employer, in writing, within thirty (30) days after the date such error is claimed to have occurred, and it is found an error was made, the error will be corrected at the next pay period that Union dues are normally deducted by deducting the proper amount from the pay of the employee to correct said error. Payroll collection of dues shall be authorized for the exclusive bargaining agent only, and no other organization attempting to represent the employees within the bargaining unit as herein determined.

Section 3.7. Deductions provided for in this article shall be made during one (1) pay period each month. In the event a deduction is not made for any Union member during any particular month, the Employer, upon written verification of the Union, will make the appropriate deduction from the following pay period if the deduction does not exceed the total of two (2) months regular dues. The Employer will not deduct more than two (2) months regular dues from the pay of any Union member.

Section 3.8. Each eligible employee's written authorization for dues deduction shall be honored by the Employer, unless an eligible employee certifies, in writing, that the dues check-off authorization has been revoked, at which point the dues deduction will cease to be effective the pay period following the pay period in which the written dues deduction revocation was received by the Employer, and a copy of the written revocation shall be forwarded to the Union.

~~Section 3.9. The Employer will supply to the LCDA a list of all employees for whom deductions have been made and it will be transmitted along with the amount of deducted dues to the LCDA at Elyria, Ohio. Dues shall be paid to the LCDA in the first week of the following month.~~

LORAIN COUNTY SHERIFF

FRATERNAL ORDER OF POLICE/OHIO LABOR COUNCIL

DISPATCHERS UNIT

PROPOSAL 1

*Section 3.9. The Employer will supply to the FOP, Ohio Labor Council, a list of all employees for whom deductions have been made and it will be transmitted along with the amount of deducted dues to the FOP, Ohio Labor Council, 222 East Town Street, Columbus, Ohio, 43215. Dues shall be paid to the FOP/OLC in the first week of the following month.*

LORAIN COUNTY SHERIFF

*John L Bell*  
*John A. [unclear]*  
*A. D. Starbo*

FRATERNAL ORDER OF POLICE,  
OHIO LABOR COUNCIL, INC.

*Larry DeTorch*  
*David H. Ferry*  
*Robert J. [unclear]*

DATE PRESENTED 9-1-06

DATE SIGNED 11-03-06

LORAIN COUNTY SHERIFF

FRATERNAL ORDER OF POLICE/OHIO LABOR COUNCIL

DISPATCHERS UNIT

PROPOSAL 1

**ARTICLE 4**  
**FAIR SHARE FEE**

Section 4.1. Sixty (60) days following the date of hire, each employee who is not a member of the Union shall be required as a condition of employment to pay the Union a fair share fee to cover each employee's pro rata share of: (1) the direct costs incurred by the Union in negotiating and administering this agreement and of settling grievances and other disputes arising under this agreement; and (2) the Union's expenses incurred for activities normally and reasonably employed to effectuate its duties as the exclusive representative of the employees in the bargaining unit covered by this agreement. Fair share fees shall be deducted and remitted during the same period as dues provided the employees have received sufficient wages during the applicable pay period to equal the deduction. The Employer's responsibility to deduct such fair share fees is contingent, however, upon the Union's fulfillment of all obligations imposed upon it by this article and its agency fee payer objection policy, contained herein as Appendix B.

Section 4.2. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of this article regarding the deduction of fair share fees. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings arising from deductions made by the Employer pursuant to this article. Once the funds are remitted to the Union, their disposition therefore shall be the sole and exclusive obligation and responsibility of the Union

Section 4.3. *The Employer will supply to the FOP, Ohio Labor Council, a list of all employees for whom deductions have been made and it will be transmitted along with the amount of deducted dues to the FOP, Ohio Labor Council, 222 East Town Street, Columbus, Ohio, 43215. Dues shall be paid to the FOP/OLC in the first week of each month.*

Section 4.4. *Any unit member of, and adhering to established and traditional tenets and teaching of a bona fide religion or religious body, which has historically held a conscientious objection to joining or financially supporting an employee organization,*

LORAIN COUNTY SHERIFF

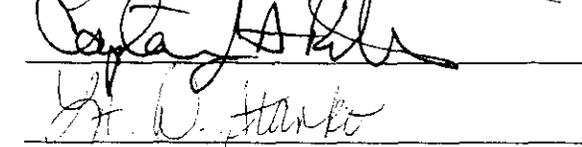
FRATERNAL ORDER OF POLICE/OHIO LABOR COUNCIL

DISPATCHERS UNIT

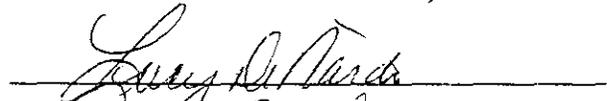
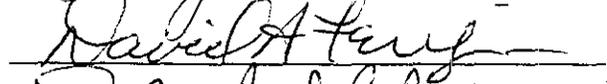
PROPOSAL 1

*and is exempt from taxation under the provisions of the Ohio Revised Code, shall not be required to join or financially support an employee organization as a condition of employment. The unit member shall submit proper proof of religious conviction to the State Employment Relations Board (SERB), and if the Board shall declare the employee exempt from becoming a member of or financially supportive of an employee organization, the employee shall be required, in lieu of the "fair share fee" to make payment to a non-religious charitable fund exempt from taxation under Section 501 (c) (3) of the Internal Revenue Code, mutually agreed upon by the employee and representative of the employee organization to which the employee would otherwise be required to pay a "fair share fee." The employee shall furnish to the employee organization written receipts evidencing such payment, and failure to make such payment or furnish such receipts shall subject the employee to the same sanctions as would non-payment of dues under the applicable collective bargaining agreement.*

LORAIN COUNTY SHERIFF

  
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A. H. Hanks

FRATERNAL ORDER OF POLICE,  
OHIO LABOR COUNCIL, INC.

  
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DATE PRESENTED 9-1-06

DATE SIGNED 11-3-06

LORAIN COUNTY SHERIFF

FRATERNAL ORDER OF POLICE/OHIO LABOR COUNCIL

DISPATCHERS UNIT

COUNTERPROPOSAL 1

**ARTICLE 21**  
**UNION LEAVE**

Section 21.1. Union officers representing the Communications Officer Unit may be granted paid leave to attend annual conventions of the Union or other authorized Union activities at the discretion of the Sheriff. Not more than two (2) Union officers shall be granted such leave at any one time. Requests for leave shall be submitted at least ~~two (2)~~ ~~weeks~~ **one (1) week** in advance. The Sheriff, at his discretion, may authorize such Union leave to be with pay. However, paid Union leave shall not exceed a cumulative total of twenty (20) hours per contract year, and if such leave is to be granted to two (2) Union officers, accumulative total of twenty (20) hours per contract year shall be distributed between the two (2) officers.

LORAIN COUNTY SHERIFF

FRATERNAL ORDER OF POLICE,  
OHIO LABOR COUNCIL, INC.

*H. D. Starks*  
\_\_\_\_\_  
*Robin L Bell*  
\_\_\_\_\_  
*Captain J. A. Pitt*  
\_\_\_\_\_

*Lucy A. [unclear]*  
\_\_\_\_\_  
*[unclear]*  
\_\_\_\_\_  
*Robert [unclear]*  
\_\_\_\_\_

DATE PRESENTED 10-11-06

DATE SIGNED 10-11-06

LORAIN COUNTY SHERIFF

FRATERNAL ORDER OF POLICE/OHIO LABOR COUNCIL

DISPATCHERS UNIT

COUNTERPROPOSAL 1

ARTICLE 30  
HOURS OF WORK AND OVERTIME

Section 30.1. The scheduled workweek for full-time employees shall normally consist of forty (40) hours per week, and the scheduled workday shall normally consist of eight (8) hours per day, exclusive of the time allotted for meal periods.

Section 30.2. Employees who are required to work by the Employer more than ~~eighty (80)~~ *forty (40)* hours in any ~~fourteen (14)~~ *seven (7)* consecutive workday period shall be entitled to overtime compensation at time and one-half (1½) their regular base rate of pay for all hours actually worked in excess of the ~~eighty (80)~~ *forty (40)* hour maximum. The Employer shall have the right to change the beginning of the work period provided that such change is intended to be permanent and that the Union is notified forty-eight (48) hours in advance of any such change. No employee shall be compensated for time fifteen (15) minutes prior to or after their regular eight (8) hour shift. Any time worked past fifteen (15) minutes shall be compensated at time and one-half (1½) their regular base rate of pay from the end of their regularly scheduled shift in increments of tenths of an hour.

Section 30.3. The Employer and an affected employee shall mutually agree to adjust the employee's schedule during the work period in order that the total number of hours actually worked does not exceed the ~~eighty (80)~~ *forty (40)* hour maximum. However, such adjustment shall not cause any employee to be scheduled to work less than ~~eighty (80) hours per work period or the equivalent of the ratio of forty (40) hours per scheduled~~

LORAIN COUNTY SHERIFF

FRATERNAL ORDER OF POLICE/OHIO LABOR COUNCIL

DISPATCHERS UNIT

COUNTERPROPOSAL 1

workweek during the ~~fourteen (14)~~ *seven (7)* day work period, unless the employee agrees to such an adjustment.

Section 30.4. An employee, ~~other than those who are furnished a support car,~~ shall receive overtime pay at the base rate of one and one-half (1½) times the base pay when called in from off duty status for departmental business, court appearances, emergencies, special events, and required schooling, in a minimum amount of three (3) hours. Any amount of time in excess of three (3) hours shall be paid to the nearest tenth (1/10) of an hour.

Section 30.5. ~~Those employees that are furnished a support car by the Sheriff's Department shall receive a minimum of three (3) hours of overtime compensation for off duty appearances as outlined in Section 4. Any time in excess of three (3) hours will be paid to the nearest one tenth (1/10) of an hour. The above affected employees that have a support car will not be compensated for the first ten (10) minutes of total time involved in any off duty support car activity to or from work or to or from extra duty details. Once the work involvement exceeds ten (10) minutes, any time worked after ten (10) minutes will be paid at one and one half (1½) times the base rate of pay to the nearest one tenth (1/10) of an hour. This shall not affect work that is assigned during the employee's normal eight (8) hours of work which takes the employee into overtime past his eight (8) hours of work. The Union recognizes that decision-making authority to utilize or not utilize support cars rests solely with the Sheriff and any such decision or related policy or procedure shall not in any way be subject to the terms of this agreement nor procedure contained herein.~~

LORAIN COUNTY SHERIFF

FRATERNAL ORDER OF POLICE/OHIO LABOR COUNCIL

DISPATCHERS UNIT

COUNTERPROPOSAL 1

The Employer retains the right to have the employees work for the full three (3) hour period.

Section 30.6. Whenever an employee is temporarily assigned to act in the capacity of a Shift Supervisor for a period of two (2) hours or more, said employee shall be compensated at the pay schedule for the probationary supervisory positions for all hours worked in such position. Such temporary assignment shall be based upon operational needs, ability, and qualifications as determined by the Employer.

Section 30.7. The Union recognizes that those days declared as calamity days by the Lorain County Commissioners are non-applicable to employees of the Lorain County Sheriff's Department.

Section 30.8. Time not worked in violation of the Department's Habitual Absenteeism and Tardiness Policy will be deducted from the ~~eighty (80)~~ *forty (40)*, ~~fourteen (14)~~ *seven (7)* day schedule when computed for overtime compensation. (Example: Tardiness, AWOL, pattern of use, etc.)

Section 30.9. The use of compensatory time shall be with the advance approval of the appropriate supervisory authority. Within an established ~~fourteen (14)~~ *seven (7)* day period, any available flex time must be utilized prior to applying for the use of compensatory leave. In the event an employee's balance of compensatory time is in excess of forty (40) hours, all time in excess of forty (40) hours will be paid to the employee in the first paycheck of July of each year.

LORAIN COUNTY SHERIFF

FRATERNAL ORDER OF POLICE/OHIO LABOR COUNCIL

DISPATCHERS UNIT

COUNTERPROPOSAL 1

If an employee provides a written request to the Employer no later than thirty (30) calendar prior to July 1st of each year, an employee may cash-out and be paid for all accrued but unused compensatory time.

~~Section 30.10. Employees who are designated by the Sheriff to be in an "on-call" status shall receive a supplement of four (4) hours straight time in consideration for the inconvenience associated with this "on-call" status. These four (4) hours will not be credited as hours worked toward overtime. Employees shall be required to be in an "on-call" status for seven (7) day periods which will coincide with the pay period. Employees who may be unable to fulfill their "on-call" obligations as scheduled shall be obligated to arrange for coverage by a qualified employee. In the event that an employee fails to ensure coverage by a qualified employee for any period of time, said employee may be subjected to disciplinary action.~~

Section 30.1110. Work performed by an employee on any one (1) of the days listed in Section 1 of Article 28 shall be paid at the rate of one and one-half (1½) times the employee's straight time hourly earnings for all hours worked in addition to the holiday earnings, except as indicated below.

In order to be eligible for both the hourly rate and the holiday rate, employees must work their last scheduled day preceding the holiday and the first scheduled day following the holiday. Any employee who fails to work the last scheduled day prior to the holiday or the first scheduled day following the holiday shall be paid their straight time hourly rate for all hours worked on the holiday. The Sheriff may, at his sole discretion, waive this requirement.

LORAIN COUNTY SHERIFF

FRATERNAL ORDER OF POLICE/OHIO LABOR COUNCIL

DISPATCHERS UNIT

COUNTERPROPOSAL 1

If an employee is scheduled to work on a holiday but fails to report to work, the employee shall receive no pay for the holiday. Regardless of whether the employee's absence is counted as an excused absence, the employee may not use any form of paid leave to cover the absence. The Sheriff may, at his sole discretion, waive this requirement.

LORAIN COUNTY SHERIFF

H. D. Starks  
Kevin L. Bell  
Captain H. Palmer

DATE PRESENTED 10-11-04

FRATERNAL ORDER OF POLICE,  
OHIO LABOR COUNCIL, INC.

Lucy DeLardo  
David A. Ferry  
Robert J. J. J.

DATE SIGNED 11-3-06

LORAIN COUNTY SHERIFF

FOP/OLC

COMMUNICATION UNIT

COUNTERPROPOSAL 1

ARTICLE 33  
VACATION LEAVE

Section 33.1. Full-time employees are entitled to vacation with pay after one (1) year of continuous service with the Employer. The amount of vacation leave to which an employee is entitled is based upon length of service, as follows:

<u>Length of Service</u>	<u>Vacation</u>
Less than 1 year	None
1 year but less than 8 years	80 hours
8 years but less than 15 years	120 hours
15 years but less than 25 years	160 hours
25 years or more	200 hours

Section 33.2. New employees shall not be entitled to vacation service credit or prior service credit for tenure with any other governmental unit or political subdivision of the State of Ohio.

Each employee of the Employer, who has been previously credited with vacation credit or prior service credit prior to the execution of this agreement, shall retain such service credit.

Section 33.3. For payment purposes, vacation is credited each biweekly pay period at the following rates:

<u>Annual Vacation Entitled To</u>	<u>Credited Per Pay Period</u>
80 hours	3.1 hours
120 hours	4.6 hours
160 hours	6.2 hours
200 hours	7.7 hours

Section 33.4. No employee will be entitled to vacation leave nor payment for accumulated vacation under any circumstances until he/she has completed one (1) year of employment with the Employer. Years of employment shall run from anniversary date to anniversary date.

LORAIN COUNTY SHERIFF

FOP/OLC

COMMUNICATION UNIT

COUNTERPROPOSAL 1

Section 33.5. Vacations are scheduled in accordance with the workload requirements of the individual divisions. For this reason, the Employer may require vacation requests be made by January 1 of each year, and will post the vacation schedule within thirty-one (31) days. Adjustments to the January 1 schedule will be made based upon classification seniority and in accordance with the workload requirements as determined by the Employer.

Section 33.6. An employee wishing to change his/her scheduled vacation shall give the Employer *at least two* (2) weeks advance notice. All changes after February 1st shall be on a "first come-first served" basis for those unscheduled and available weeks remaining. Any employee requesting vacation time on a "first come-first serve" basis shall make their request at least one (1) week in advance of the date(s) they are requesting. The Employer may waive the one (1) week advance notice if the employee can show that there is a bona fide emergency.

The Employer shall have the right to deny vacation requests if workload requirements so mandate.

The Employer will notify employees requesting vacation on a "first come-first served" basis within two (2) working days of their request if it is approved or denied.

Section 33.7. Generally, vacation leave shall be taken by an employee between the year in which it was accrued and the next anniversary date of employment. The Employer may, in special circumstances, permit an employee to accumulate vacation from year to year. This accumulation of vacation time must be approved in advance and must be in response to special circumstances as outlined in a written request submitted by the employee.

Section 33.8. Unless an extension is granted by the Sheriff in the Sheriff's sole discretion, upon application by an employee for good cause shown, an employee shall forfeit his right to take or to be paid for any vacation leave to the employee's credit which is in excess of the accrual of two (2) years. Such excess leave shall be eliminated from

LORAIN COUNTY SHERIFF

FOP/OLC

COMMUNICATION UNIT

COUNTERPROPOSAL 1

the employee's leave balance; the employee shall be notified in writing of the number of hours of leave eliminated.

Section 33.9. Days specified as holidays in Article 28 herein shall not be charged to an employee's vacation leave.

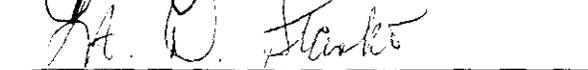
Section 33.10. An employee is entitled to compensation, at his current rate of pay, for the prorated portion of any earned but unused vacation leave for the current year to his credit at time of separation, and in addition shall be compensated for any unused vacation leave accrued to his credit, with the approval of the Employer, for the two (2) years immediately preceding the last anniversary date of employment.

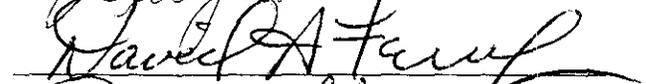
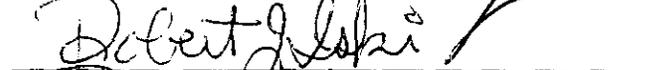
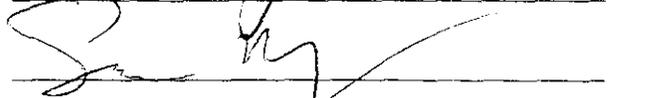
Section 33.11. If an employee while on vacation contracts an illness or injury or experiences a death in the family which would warrant paid sick leave had the member been at work, such employee shall, upon showing proper evidence acceptable to the Employer, be allowed to charge such absence to sick leave rather than to vacation leave.

Section 33.12. In the case of the death of an employee, the approved unused vacation leave and unpaid overtime to the credit of any such employee shall be paid to his estate.

LORAIN COUNTY SHERIFF

FRATERNAL ORDER OF POLICE,  
OHIO LABOR COUNCIL, INC.

  
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DATE PRESENTED 11-3-06

DATE SIGNED 11-3-06

LORAIN COUNTY SHERIFF

FRATERNAL ORDER OF POLICE/OHIO LABOR COUNCIL

DISPATCHERS UNIT

COUNTERPROPOSAL 1

ARTICLE 34  
MEAL AND REST PERIODS

Section 34.1. Each employee of the Employer shall be entitled during their normal work shift to a thirty (30) minute meal period, *which shall be taken away from the ~~immediate~~ work area.* <sup>11-3-06</sup>

Section 34.2. There shall be two (2) fifteen (15) minute rest periods on each regular shift each work day. These rest periods will be scheduled during the middle two (2) hours of each half shift to the extent practicable, but they may not be scheduled immediately before or after the meal period or at the start or the end of a shift.

When employees work beyond their regular quitting time, the Employer shall provide each employee with additional rest periods, prorated at five (5) minutes for each two (2) hours worked.

Section 34.3. It is understood and agreed that, because of the nature of the work of the Lorain County Sheriff's department, employees may be required during emergency situations which require immediate response to have their breaks or meal periods interrupted.

LORAIN COUNTY SHERIFF

FRATERNAL ORDER OF POLICE,  
OHIO LABOR COUNCIL, INC.

*Robert L. Bell*  
*James A. Hill*  
*Mark D. Harbo*

*Lucy A. Ward*  
*David A. Facey*  
*Robert J. Lake*

DATE PRESENTED 10-11-06

DATE SIGNED 11-3-06

LORAIN COUNTY SHERIFF

FOP/OLC

COMMUNICATION UNIT

FACTFINDING PROPOSAL

**ARTICLE 31**  
**UNIFORMS**

Section 31.1. Newly hired employees shall be provided with required uniforms and equipment as determined and approved by the Sheriff.

Section 31.2. Non-probationary employees shall be provided with an annual uniform allowance account as follows.

A. The annual uniform allowance for the classification listed below shall be as follows:

<u>Classification</u>		2007	2008
Communications Officer	\$600.00	\$650	- 700.00

B. The annual uniform allowance for the classification listed below shall be as follows:

<u>Classification</u>		2007	2008
Vehicle Maintenance Coordinator	600.00	\$650	- 700.00
Vehicle Maintenance Worker	\$530.00	\$650	- 700.00

Payment for such uniform allowance shall be made to each employee no later than May 1st of each year.

Section 31.3. The Employer shall determine the appropriate uniforms and equipment necessary for each classification. It shall be the responsibility of the employee to obtain such appropriate uniforms and equipment and to maintain such items in a professional manner. Upon separation from employment, all equipment purchased by the Employer and any identification insignia on uniforms shall be returned to the Department.

LORAIN COUNTY SHERIFF

FOP/OLC

COMMUNICATION UNIT

FACTFINDING PROPOSAL

Section 31.4. Personal Property Reimbursement.

- A. Bargaining Unit Members shall be entitled to reimbursement for the repair or replacement of eyewear and time pieces that are damaged during the course of performing their assigned duties with due caution and without negligence. Upon presentation to the Employer of evidence of damage to an employee's eyewear or timepiece, the Employer agrees to pay for the repair or replacement of the personal property up to a maximum amount as set forth below:

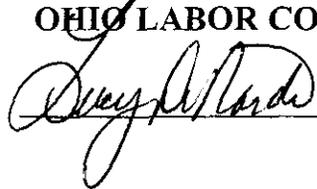
<u>Personal Property</u>	<u>Maximum Amount of Reimbursement</u>
Time Piece	\$75.00
Eyewear (including contacts)	100% of amount not covered by Eye Care Insurance up to a maximum of \$200.00.

- B. The Sheriff shall have the right to examine any item damaged, and may deny reimbursement for the item for just cause. Employees agree to cooperate fully with the Employer in any efforts made to obtain reimbursement from the party originally responsible for any damage to an employee's personal property.

LORAIN COUNTY SHERIFF

FRATERNAL ORDER OF POLICE,  
OHIO LABOR COUNCIL, INC.

  
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DATE PRESENTED \_\_\_\_\_

DATE SIGNED 1-23-07

LORAIN COUNTY SHERIFF

FOP/OLC

COMMUNICATION UNIT

FACTFINDING PROPOSAL

**ARTICLE 26**  
**BEREAVEMENT LEAVE**

Section 26.1. In the event of a death in the immediate family of an employee, the employee shall be granted paid leave up to three (3) days (twenty-four {24} hours) to attend the funeral, make funeral arrangements, and carry out other responsibilities relative to the funeral. Said leave shall not be chargeable to sick leave.

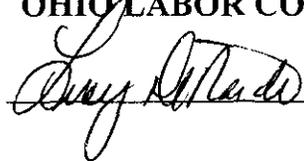
Section 26.2. For purposes of this article, immediate family shall be defined as mother, father, sister, brother, spouse, child, father-in-law, mother-in-law, grandparents, grandchildren residing in the employee's household, adopted children, and children for whom the employee stands in loco parentis.

Section 26.3. Upon approval of the Sheriff, an additional two (2) days chargeable to sick leave may be granted to employees to attend funerals, make funeral arrangements, and carry out other responsibilities relative to the funeral. Additionally, a maximum of three (3) days chargeable to sick leave may be granted to employees to attend funerals of other relatives not identified in Section 2 of this article, but included in Article 24, Section 5 "B" *and including aunts and uncles.*

LORAIN COUNTY SHERIFF

FRATERNAL ORDER OF POLICE,  
OHIO LABOR COUNCIL, INC.

  
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DATE PRESENTED \_\_\_\_\_

DATE SIGNED 2-23-07