

THE STATE EMPLOYMENT RELATIONS BOARD

April 11, 2012

<b>FRATERNAL ORDER OF POLICE/</b>	)	
<b>OHIO LABOR COUNCIL, INC,</b>	)	CASE NO. <b>11-MED-1504, 11-MED-1505,</b>
<b>UNION</b>	)	11-MED-1506, 11-MED-1507,
	)	11-MED-1508
	)	
and	)	FACT FINDER: <b>JOSEPH W. GARDNER</b>
	)	
<b>ERIE COUNTY SHERIFF'S OFFICE</b>	)	
<b>EMPLOYER</b>	)	<b>FACT FINDING REPORT</b>
	)	

APPEARANCES

For the **UNION:**

**Chuck Choate,**  
Representative

**Scott Hamernick,** FOP C.O.

**Yon C. Roth,** FOP C.O.

**Jeffrey S. Hippely,** FOP Deputies Unit

**Lt. Robire John Werner,**  
FOP Lieutenants and Sergeants Unit

**Lt. Jared Oliver,**  
FOP Lieutenants and Sergeants Unit

**Victoria Marksburg,**  
FOP Communications

**Mark Paule,** FOP Deputies Unit

For the **EMPLOYER:**

**Marc Fishel,** Representative

**Margaret Rudolph,**  
Erie County HR Director

**Pamela Snell,**  
Erie County Assistant Finance Director

**Terry Lyons,** Erie County Sheriff

**Todd Dempsey,**  
Erie County Jail Administrator

**Steven D. Westcott,**  
Administrative Captain

**Paul Sigsworth,** Operations Officer

INTRODUCTION

On November 30, 2011, the State Employment Relations Board appointed the undersigned to conduct a fact finding hearing and serve the parties with a written report. The

parties mutually agreed to extend the period of fact finding. A hearing was conducted on April 12, 2012. Each party provided evidence and arguments.

The undersigned reviewed and considered all of the factors set forth in Ohio Revised code section 4117.14 as follows:

1. Past collectively bargained agreements, if any, between the parties;
2. Comparison of issues submitted to final offer settlement relative to the employees in the bargaining unit involved, that those issues related to other public and private employers 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. The stipulations of the parties; and
6. Such other factors, not confined to those listed in this rule, which are normally or traditionally taken into consideration and the determination of issues submitted to final offer settlement through voluntary collective bargaining, mediation, fact-finding, or other impasse resolution procedures in the public service or private employment.

The parties were offered mediation. However, there were 33 unresolved issues. The parties and this fact finder recognized that the parties were far apart. Both parties agreed that during the fact-finding conference, when issues arose where mediation was a possibility, the

parties would suspend the conference and mediate the issues. This procedure resulted in two T/A's.

Because of the volume of issues, and because most of the issues revolve around the economic status and "ability to pay" by the employer, the parties agreed to first put on evidence regarding the financial/economic status of Erie County and the Erie County Sheriff's Department. Thereafter, all thirty three issues were discussed individually.

There are five bargaining units and five separate collective bargaining agreements (CBAs) within this fact-finding:

Corrections Officers (including Corporals) – Case No. 11-MED-10-1504

Deputies – Case No. 11-MED-10-1505

Communications (Dispatchers) – Case No. 11-MED-10-1506

Secretaries – Case No. 11-MED-10-1507

Sergeants and Lieutenants – Case No. 11-MED-10-1508

The bargaining unit members involved in this fact-finding include two lieutenants, five sergeants, 25 road deputies, (AKA "sworn unit"). There are six corporals and 19 Corrections officers in the County Jail. There are 11 dispatcher and two secretaries.

The Erie County Sheriff, hereinafter referred to as the "Employer," and Erie County, Ohio suffered reduced revenues in the past few years. The Sheriff's Office is funded by the Erie County Commissioners. According to the General Fund Cash Flow Summary for Erie County, although expenses have stayed somewhat constant,<sup>1</sup> revenues peaked in 2007 at \$28,025,473 but declined to \$25,959,222 in 2012 (Budgeted). It is expected that expenses will exceed revenues in 2012. See, Employer's exhibit EX6b and Fact Finding Exhibit 1 FFX1, attached hereto.

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<sup>1</sup> In 2007, revenues increased to \$28,025,473, but in 2008, expenses soared to \$30,117,634.

Because of the declining revenues and rising expenses, layoffs and outsourcing have been used to lower the costs. Laying off cooks and purchasing meals from the private sector has resulted in significant reduction in the cost of meals. In many, if not most of the positions, private sector alternatives are simply not possible. The Employer also delayed or did not replace positions vacated by retirement or otherwise. Delayed replacement of cruisers and fees for “concealed carry” helped reduce costs. Those reductions were applied to salaries/wages.

The Sheriff reduced overtime costs by denying leaves that were deemed to increase overtime. The Sheriff also testified that for 2009-2010, there were no pay increases. In 2007-2008, the sheriff had a drug task force, but disbanded same when the federal funding ran out. A tax was placed on the ballot for the jail and court security, but the tax was defeated by the voters.

The Union pointed out that the Sheriff has some revenue outside of the general funds. There are contracts for dispatch service for other political subdivisions, and some townships contract with the Sheriff for police and road services. The Sheriff testified that he has been the Sheriff for twelve years, and during his entire tenure, collective bargaining agreements have governed the Labor/Management aspect of the Sheriff’s office. The Union states that these CBAs are “mature contracts” and changes in these contracts should be incremental changes.

The assistant finance director, Pam Snell, testified regarding the “bond rating”. Currently, the county qualifies for a “high quality” bond rating. The county must maintain a two month fund balance to maintain this bond rating. If the county does not maintain the two month fund balance, the county may lose its bond rating. Failure to maintain this bond rating could seriously affect the county’s financial condition.

Ms. Rudolf, Human Resources Director, testified that non-Sheriff department employees took furloughs and had their wages cut to reduce labor expenses, saving the county money. No one in the Sheriff's department took any furloughs.

As set forth in Employer Exhibits 9a-9q (FFRX2-20), Erie County has experienced a decrease in population with an increasing amount of the population living in poverty. Erie County suffers with a median and mean household income significantly lower than most Counties in Ohio. According to the exhibits, business activity in Erie County is declining. See, EX9o-q.

The union submitted a comprehensive report from the Sheriff, detailing the activity and statistics of the Erie County Sheriff's Department. See, UX1; FFRX19, attached hereto. Population has decreased, income has decreased and, as expected, blue collar financial crimes such as Burglary, Breaking and Entering, and Fraud/passing bad checks have increased. Violent crimes have slightly increased, and Domestic Violence has increased to 2005 levels, when the county's population was growing.

The employer suggests that decreases in, or the elimination of some of the benefits will avoid layoffs and even allow for small wage increases in the last two years of the contract. Increasing taxes is another alternative to pay for services at the current rate, but the taxpayers have overwhelmingly rejected two requests for increase taxes.<sup>2</sup>

The Union states that an employer should not make "fundamental" changes of bargained for provisions in "mature" contracts. "Fundamental" changes as opposed to incremental changes compromise the relationship between labor and management.

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<sup>2</sup> Two tax levies requested by the County and the County seat, Sandusky, were soundly defeated. See Employer's position statement, p.4.

The history of these negotiations reflects a significant change in the stance taken by both parties. For more than a decade, the parties appeared to maintain a cooperative relationship, but this round of negotiations reflects a change. The Union states that the Employer's tactics in bargaining are an attempt to obtain what could not be achieved at the ballot box. The Union referred to the defeat of Senate Bill 5. The Union argues that after a referendum, was passed, defeating Senate Bill 5, Management implemented a plan to obtain the objectives of Senate Bill 5 through negotiation, Fact Finding and Conciliation.

The Employer states that, without the cuts, the county is in jeopardy of losing its bond rating and facing layoffs of law enforcement officers in a county where crime is rising and layoffs of corrections officers, which could jeopardize the Sheriff's ability to keep criminals off the streets.

The employer raises the defense of inability to pay. According to the revenue and expenses budgeted for the year 2012, the revenues are at \$25,959,222.00 and the expenses are \$26,399,281.00. There is a deficit of \$440,059.00 forecasted by the Board of Commissioners of Erie County. In spite of the forecast of a deficit of almost a half a million dollars, the Employer is offering a one percent pay increase in 2013 and a one and a half percent pay increase in 2014. The employer must believe that the decrease in benefits will save more than the increase in pay. The Union states that although the parties talked many times about the County finances, the Union states that fact-finding was the first time the Union learned about the defense of inability to pay.

No one has presented any evidence of how much the proposed cut in benefits will decrease County expenditures. Furthermore, the Union has not disputed the budgeted revenues and the budgeted expenses and the resulting deficits as set forth in EX.6b (aka. FFX1). In other

words, the only direct evidence of the Employer's inability to pay is the budgeted revenues and expenses of the County as set forth in EX.6b (aka. FFX1).

The Union protests any and all of the cuts of benefits as proposed by the Employer. No one has challenged the accuracy of this deficit and no one has stated how much the cut in benefits, proposed by the Employer, will save in actual dollars.

The Union is proposing a general across the board two percent wage increase for the years 2012, 2013 and 2014. The Union is also asking for increases in shift differential and longevity pay.

If the figures from Erie County, showing expenses and revenues, are correct, the Employer has established its inability to pay. The Union has not challenged these figures by introducing any evidence to the contrary.

The undersigned does not know if the cuts requested by the Employer will be enough of a cut to allow the employer to increase wages two and a half percent over the years 2013 and 2014 as proposed by the Employer. The projected savings for the loss of those benefits were not presented at the fact-finding conference.

A serious concern is the short term future economic forecast for Erie County. Population has dropped significantly in Erie County, see EX9, a-c (FFRX1-18). There has been an increase in Erie County for those living in poverty, see EX9 (FFRX6-8), e-g. Foreclosure filings are significantly higher in Erie County as opposed to all foreclosure in the State of Ohio, see EX9m (FFRX14). One of the factors that cause most concerns is the lack of new and/or expanding businesses in Erie County. It appears that Erie County has lost a significant amount of businesses since 2005 (FFRX16). The loss of businesses and the increase in the number of foreclosures

9	Use of Part-time Employees	Deputies/Sergeants/ Lieutenants Article 23 section 23.05
10	Wages	Sworn Officers 27;27.01 Secretaries 7;7.01 Corrections 26 Dispatchers 23
11	Longevity Pay	Sworn Officers 27;27.03 Secretaries 7 Corrections 25;25.03 Dispatchers 23.03
12	Shift Differential	Sworn Officers Corrections 25;25.02 Dispatchers 23.02
13	Court Pay	Sworn Officers 27.05 Corrections 25;25.05 Dispatchers 23.05
14	Severance Pay	Sworn Officers 28; 28.01 Secretaries new article Corrections 26;26.01 Dispatchers 24;24.01,.02,.03
15	Vacation	Corrections 14.03
16	Vacation	Corrections (NEW) 14.09
17	Holidays	Tentative Agreement See FFRX22
18	Holidays	Corrections (NEW)
19	Sick Leave	Corrections 16.12
20	Hours of work & OT	Corrections 19.03
21	Hours of work & OT	Corrections (NEW)
22	Wages-wage rules	25.01
23	Wages-shift diff	25.02
24	Wages-longevity	25.03
25	Wages	Appendix B wage Scale
26	Wages	7
27	Misc. New lang.	New Section 3

28	Holidays	Tentative Agreement See FFRX22
29	Holidays	Deputy 15.11
30	Sick leave	Deputy 17.12
31	Hours of work & OT	Deputies/Sergeants/ Lieutenants
32	Hours of work & OT	Deputies/Sergeants/ Lieutenants
33	Wages	Correction, Corporals, Sworn Officers- All new

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**ISSUE NO. 1**

Grievance Procedure; Bargaining Units Affected: Deputies/Sergeants/Lieutenants and Secretaries.

**DISCUSSION**

The existing Article 5 section 5.04 states that all costs of arbitration shall be borne equally. The Employer did not present evidence regarding the financial impact, if any, of this proposal. The Union on the other hand, proposes that arbitration costs be split equally. Most employees want a fair hearing and are willing to pay its fair share for the hearing. Bearing the full cost of arbitration if the party loses may inhibit one from exercising the right to arbitrate,

The “loser pays” provision may deter parties from going to arbitration. In the short run, there probably may be somewhat of a savings, but in the long run, such a provision would promote contention instead of co-operation. In many instances of arbitration, identifying the winner and loser is more complex than one would think. .

The savings on the “loser pays” would not be worth the cost in morale and increase in hearing time. In the steps process that ends in arbitration serious issues can be developed by both

sides. This process helps promote good morale for not only the workforce, but for management. Both sides have a free and open opportunity to discuss matters that are important to management and labor.

### **RECOMMENDATION**

The undersigned recommends that the current language of the contract under Article 5, section 5.04 remain the same.

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### **ISSUE NO. 2**

Vacancies; Article 8 Bargaining Units affected: Deputies/Sergeants/Lieutenants and Corrections.

### **DISCUSSION**

When hiring entry level deputies, Article 8 requires the Employer to accept and promote Corrections Officer's application to the exclusion of candidates outside of the department. The Employer states that there is no reason to maintain this language in either agreement. With regards to the Deputies, there is no opportunity for anyone in that bargaining unit to apply for a position in the same bargaining unit. Thus, it is inapplicable to members of this bargaining unit. Similarly, the process for hiring entry level Corrections Officers would never be applicable to members of that bargaining unit. The basis of the proposal by the Employer is that the language in Article 8 of the Corrections Officer agreement has been interpreted to allow Corrections Officers the first opportunity to fill openings in an entry-level deputy position to the exclusion of other candidates.

It is the Employer's position that the Sheriff should be permitted to choose from all applicants when filling an opening for an entry-level position instead of being limited to Corrections Officers who may apply.

According to the Employer, a Corrections Officer who applies for a Sworn Deputy position, should be treated the same as all other applicants outside of the department and should not get preference over other candidates. The Union argues that the Employer should be able to select the most qualified candidate whether or not there are applicants who are Corrections Officers. The Employer states that the current language has also created problems with the seniority of the Corrections Officer who is appointed to serve as a Sworn Deputy.

The Union rejects this proposal. The Union suggested that the contractual language is a vehicle for Correction Officers to advance to Deputies. The Union states that it is an advantage for the Sheriff to have a pool of candidates ready to advance from a Corrections Officer to a Deputy Sheriff.

The Union strongly disagrees that there is no confusion with any benefits transferring from the Corrections Agreement to the Deputy Agreement. There is a notice that has been given for years, as to what benefits transfer and what benefits do not transfer, according to the Union.

The undersigned recognizes that there may exist candidates from outside of the department whose law enforcement skills would supersede those who are Corrections Officers who desire to be candidates for the position of Deputy Sheriff. Under the current contract language, the Sheriff would be contractually obligated to choose the Corrections Officer for the open Deputy Position, even though the outside officer perhaps would be better for the department.

The Union is opposed to eliminating Article 8 of the Correction Officers contract. The Union states that in this proposal and in other proposals, the Employer is attacking settled language in mature collective bargaining agreements. In other words, the history of this department has produced collective bargaining agreements for well over a decade. The language

in these collective bargaining agreements have been negotiated and agreed upon for well over a decade. The Union maintains that changes in these agreements should be gradual and not dramatic changes. The change requested by the Employer under this issue, and in the other issues in this fact-finding are dramatic and radical changes in the collective bargaining agreement. Changes should be gradual changes, according to the Union representative.

This proposal is a taking of a contractual right by the Employer and from the Corrections Officers' Collective Bargaining Unit. The undersigned can see no financial advantage on either side of this issue. In this fact-finding, serious changes have been made to this contract because of the bleak financial forecast of the County. Because of the bleak financial forecast, dramatic changes must be made in financial issues. As was stated earlier, this issue is not truly a financial issue. Although the Sheriff is restricted, or may be restricted in hiring the best candidate, the undersigned sees no compelling reason to overturn a long term contractual right held by the Corrections Officers in a mature collective bargaining agreement.

### **RECOMMENDATION**

The undersigned recommends that the current contract language in Article 8 of the Collective Bargaining Agreements remain the same.

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### **ISSUE NO.3**

Vacation Accrual; Bargaining Units Affected: ALL

### **DISCUSSION**

According to the Employer, the Employees may accrue the equivalent of three years of vacation leave. The Employer proposes to reduce the accrual to two years effective September 1, 2012. Any vacation in excess of two years would be paid out at that time.

According to the Employer, this proposal is based on financial considerations, but it also has an operational component. When an Employee leaves the Sheriff's office with at least one year of service, the Employer is obligated to pay out any accrued vacation pay. This vacation is paid to the Employee at the current rate of pay, rather than the rate of pay when the vacation was accrued. According to the Employer, the Sheriff's office does not have a separate fund to pay for this liability. Historically, the Erie County Board of Commissioners set aside money in the general fund to pay for vacation leave upon separation from employment for all County employees within the general fund, including these bargaining units. Due to financial constraints, this fund has been reduced to an account for one year of vacation accrual instead of three years. At the same time, the County changed the policy for non-bargaining unit employees, to permit them to carry a balance of no more than one year of accrual, instead of the previous policy of three years. Because the fund only accounts for one year's accrual, the Employer states that it is imperative for the Sheriff's office to be more consistent with the County's policy.

According to the Employer, the Sheriff would prefer to have all employees at one year of accrual, but offers a compromise from its original position during negotiations. The Employer also states that the Sheriff's office does not have the funds to pay for leave in excess of one year of accrual.

The Employer argues that this change will also have a positive impact on operations of the Sheriff's office and service to the public. Budget constraints have reduced the number of personnel for road coverage, jail personnel and dispatch. Also, the Employer denies 20-25% of all requests for leave.

The Union states that this reduces the opportunity of bargaining unit members to get time off for vacation. The Union states that it is frantic to try to get vacations. The implication is that

the use of accrual of vacation time allows the employees to accrue their vacation and not be forced to take vacation during times of the year where it is not good to take vacations.

The undersigned recognizes the problems facing the bargaining unit members and the financial problems facing the Sheriff. If vacation is requested and granted at a time where personnel is not readily available, the Sheriff is required to pay overtime or go understaffed during the time of vacation. Therefore, vacation requests are denied, and times when the bargaining unit members are able to take vacations are at times during the year that is not conducive for the bargaining unit members who are taking the vacations. In order to give vacation to a significant amount of bargaining unit member, at times when bargaining unit members want to take vacation, the Sheriff must pay overtime and/or be understaffed.

By permitting the accrual of vacation time, in light of the County's dismal economic forecast, is inadvisable. Unless the County narrows the gap between yearly revenues and yearly expenses, increased layoffs and inability to staff important positions in the safety forces will be the consequences. The purpose of the Sheriff's Department is to maintain the County jail and to provide law enforcement services to the County and to the Courts. Layoffs in these particular areas could be more than problematic. It could cost lives.

#### **RECOMMENDATION**

The undersigned recommends that the language proposed by the Employer for the Articles and sections as set forth above, to be part of the above Collective Bargaining Agreements.

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#### **ISSUE NO. 4**

Holidays; Bargaining Units: ALL

## **DISCUSSION**

The Employer proposes to change the pay for employees who work Holidays. Currently, all Employees receive pay for eight hours for all recognized holidays according to the respective agreements. This pay is dispersed in a check at the end of the year. The Union does not wish to change this provision.

The Employer proposes to pay the Employee straight time for all hours worked on a holiday, instead of a time and one half their hourly rates. This proposal, according to the Employer, is a cost savings measure for the Employer. The Employer justifies this proposal because of cuts to the budget. This proposal applies to all of the bargaining units. The time and one half rate was designed to encourage employees, not to take leave on holidays, but it has not had the intended effect. According to the Employer, in 2010, the overtime on Holidays cost \$38,333.00. In 2011, the cost was \$36,679.00.

The Union is adamantly opposed to this concession. For Corrections Officers, a \$276.00 holiday pay is lowered to \$184.00 for the same day. According to the Union, this is a significant economic decrease in pay.

Not only is this a significant amount of money, no other contracts exist in any comparables presented by anybody where bargaining unit members obtain straight time instead of time and a half for work on holidays.

Again, in light of the economic forecast of Erie County, the proposal of the Employer is recommended.

## **RECOMMENDATION**

The Undersigned recommends the language proposed by the Employer on this issue become part of the Collective Bargaining Agreements.

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**ISSUE NO. 5**

Sick Leave; Bargaining Units: ALL

**DISCUSSION**

The Employer proposes that the employees who are absent for sick leave purposes must provide an excuse from their healthcare provider. According to the Employer, this clause would help monitor sick leave use, and provide fair and consistent treatment. Again, according to the Employer, sick leave use has an exponential impact on the Employer and the public. According to the Employer, not only does sick leave use reduce the available staffing, it also increases the Employers overtime cost.

The Union states that if this provision is accepted, if an employee is sick for three days, every absence after those three days would require an excuse from a Doctor. If this goes into effect, people will be forced to go to a Doctor when they are sick instead of staying at home and nursing a cold or the flu by themselves. These extra trips to the Doctor will increase the cost to the bargaining unit member. Ultimately, the Employer and the taxpayer will be asked to pay these increased costs in the form of higher taxes.

The Union further states that none of the bargaining units or the Employer has filed any grievance for misuse of sick time. There is no evidence of abuse of sick time in any of the bargaining units. The Union states that the Employer is attempting to fix a situation that is not broken.

The undersigned understands that it is very important that the Employer monitor the use of sick time. There are, however, no reported problems in the misuse of any type of sick time taken.

## **RECOMMENDATION**

The Undersigned recommends that the contract language remain the same and that the changes proposed by the Employer not be implemented.

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### **ISSUE NO.6**

Annual Sick Leave Payoff; Bargaining Unit: ALL

### **DISCUSSION**

According to the Employer, employees in the Communications, Corrections and Secretarial Bargaining Units, are able to cash in up to 40 hour of sick leave per year, as long as they maintain a balance of at least 240 hours. The Patrol agreement does not contain this benefit, but the Union proposed a variation during the negotiations. The Employer opposes the proposal to add this benefit. According to the Employer, the Patrol (Deputies) proposal is substantially more generous than even the current language in the other agreements. The Union's proposal would add significant costs to the Sheriff's office, according to the Employer. Based upon current figures, again according to the Employer, the Union's proposal would result in the payout of 2720 hours in 2012 and would cost the County \$66,830.00. For the term of this agreement, according to the Employer, this proposal would cost \$200,000.00. These costs are not accounted for in the 2012 appropriations, and the sheriff's office, according to the Employer does not have the funds available to pay for this proposal. The Employer proposes to delete these provisions because of their cost. According to the Employer, the current annual payout cannot be viewed as a disincentive to use sick leave. In 2010, five employees who used at last 80 hours of sick leave,

also converted unused sick leave to cash. In 2011, half of the employees who used at least 70 hours of sick leave also converted unused sick leave to cash.

The Employer argues that unlike vacation leave, sick leave may only be used for limited purposes. It is not paid out on an hour for hour basis upon separation like vacation leave. The Employer argues that there is no justification for Employees to receive 100% pay for up to 40 hours per year. Lastly, the Employer argues that the current budget cannot support the continuation of this payment.

The Employer argues that the use of sick time and the payouts on sick time are not operating as the incentive it was designed to be. The Union, on the other hand, states that this reduction or discontinuance of this benefit is a fundamental change in a “mature contract” as was explained in earlier issues of this report. The Union also argues that although the Employer is claiming of an inability to pay, the Sheriff has returned money from previous years. According to the Union, this indicates that the Employer does have funds to pay for this benefit.

The undersigned, in studying Union exhibit 2, believes that the point of the exhibit is to show that cashing out sick pay is less than using sick pay and having to cover the person absent with another employee who is on overtime. It is my understanding that from the name of this issue, “Annual *Sick Leave* Payoff,” indicates that someone is not taking time off unless they are sick.

This is a benefit that the Employer can no longer afford to pay. Sick time should be used by employees when employees are sick.

### **RECOMMENDATION**

The undersigned recommends the position of the Employer as set forth in the Employers prehearing statement.

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**ISSUE NO.7**

Shift Bidding; Bargaining Units: Deputies/Sergeants/Lieutenants, Correction and Dispatchers

**DISCUSSION**

The employees have the opportunity to bid on shifts by seniority, three times per year. The Employer proposes to reduce the bid process to two times per year. The Employer has operational concerns with shift bidding three times per year. The Employer states that the scheduling or rescheduling requires significant manpower, and the Employer states that it is required to use dwindling resources on this type of administrative function. Admittedly, however, the Employer states that there have been few changes among the shifts historically. The Employer also states that external comparables only have shift bidding twice per year.

The undersigned finds that there is virtually no cost, if any, for this shift bidding. Shift bidding does not seem to create any type of confusion. The shift bidding is working for the bargaining units that use it.

**RECOMMENDATION**

The Undersigned recommends that the contract language regarding shift bidding will remain the same.

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**ISSUE NO.8 & 27**

Breaks; Bargaining Unit: Secretaries

**DISCUSSION**

The Secretaries work seven hours per day, but are paid for eight hours. The Secretaries receive a one hour lunch period. According to the Employer, "it is difficult to pay employees for

one hour per day in which they are not actually working, especially in the current economic environment.” See Employer’s Position Statement, p.10.

The Employer proposes to reduce the paid lunch period from one hour to 30 minutes. As for internal comparables, this proposal would treat the Secretaries the same as Dispatchers and Corrections Officers who currently receive a 30 minute paid lunch period.

The Union states that the Secretaries Bargaining Unit desires to memorialize a practice that is currently in effect and has been in effect for longer than any person on either side could accurately identify. That practice for this Bargaining Unit, is that the Secretaries are entitled to a one hour lunch break during an eight and a half hour shift. See Union’s position statement, p.11.

It is my understanding that pursuant to the Employer’s proposal, the Secretaries would be scheduled to work a shift, and inside that eight hour period, they would receive a one half hour paid lunch. See Employers Position Statement p.10. It appears that the past practice for at least 10 years has been that the Secretaries shift is a one hour paid lunch for each eight and a half hour shift worked.

If the Employers proposal is chosen the Secretaries will work for seven and a half hours a day and receive a thirty minute paid lunch. If the Union’s proposal is accepted, the Secretaries will work seven and a half hours per day and receive a one hour paid lunch. Under the Union’s proposal, the Employees are getting paid for eight and a half hours, but working seven and a half hours.

The position statement of the Union states that the Secretaries would work an eight and one half hour shift and receive a one hour lunch break during that eight hour shift. See Union Position statement p.11. However, at fact-finding, the Union’s proposal was a one hour paid lunch for an eight hour shift.

The Employers proposal is reasonable. The work day is cut down from eight and a half hours to eight hours, the Secretary receives a lunch break of one half hour for which the Secretary is paid.

### RECOMMENDATION

The Undersigned recommends the language of the proposal of the Employer for Issue number 8 and Issue number 27. The undersigned proposes the following language:

**Each Bargaining Unit member shall be entitled to a paid period of lunch of no less than one half hour during every eight hour shift worked. The lunch period shall commence at a reasonable time during or close to the mid-point of the employees shift. The employee shall start the lunch break by leaving his/her work station. Once the employee starts lunch, the employer shall not require the employee to perform any duties until the lunch period has ended.**

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### ISSUE NO.9

Use of Part-time Employees; Bargaining Unit: Deputies/Sergeants/Lieutenants

### DISCUSSION

The employer desires to use part-time employees for transporting prisoners into and out of the Courthouse and to/from the hospital for medical treatment. The part-time employees would transport inmates from the County jail to State Correctional facilities and back. The Employer states that this would increase the number of officers on road patrol. The Employer states that the use of these part-time Employees, would not displace any full-time employees, and would permit the deputies to patrol the unincorporated areas of the County as well as cover for vacation and leave requests.

The Sheriff's office is responsible for security at the Erie County Courthouse. There are four deputies assigned for security. The Employer argues that it is difficult for these deputies to provide security, let alone doing transports. The Employer states that it cannot afford to hire full-time deputies for transportation for the Sheriff's Department and facilities throughout Ohio.

Because of the current lack of manpower, the Employer argues that there have been delays in transporting prisoners to Court and delays in transporting prisoners from the County Jail to a State facility. The Employer further states that these delays result in more costs to the Sheriff's Department, because due to the time at the County jail, the County must pay to house those prisoners in the County jail until they are transferred to a State facility. The longer the wait, the more money the taxpayers of Erie County must pay.

If road deputies are assigned these transportation duties, there will be a reduction of deputies patrolling the road. This will lead to less law enforcement patrolling the unincorporated areas in Erie County.

The Union accuses management attempting to erode the bargaining unit. The Union maintains that this is a fundamental and not an incremental change in the relationship between the parties and in past collective bargaining agreements.

Transporting prisoners locally does not take an entire shift. Also, transporting prisoners to State facilities usually does not require trips every day and one can drive back and forth to a State facility in less than a full day. Prompt transportation of the prisoners serves justice and prevents increased costs to the taxpayers. Failure to deliver prisoners for Court hearings backs up the entire Court system and costs precious Court time to not only prosecutors and defense lawyers, but also litigants of Erie County. If the Sheriff does not have the personnel to transport prisoners from the County jail to State institutions, the County must bear that cost when that

prisoner is waiting in the County jail. It is always better financially for the County that the Sheriff promptly transport a prisoner sentenced to a State institution as quickly as possible. Employing part time officers to transport the prisoners benefits the entire community.

### **RECOMMENDATION**

The Undersigned recommends that the Employers proposal be accepted by the parties as part of the Collective Bargaining Agreement.

---

### **ISSUE NO.10, 22, 25 & 26**

Wages; Bargaining Unit: ALL

### **DISCUSSION**

The Employer offered an exhibit, EX6b (Fact-finding report exhibit 1) that described the general fund cash flow forecast summary for the years 2001-2012. The year 2012 was budgeted, meaning that the figures are estimated and not actual. This exhibit shows that there will be a deficit at the end of the year 2012 in the amount of \$440,059.00. In other words, if expenses and revenues are as predicted, there will not be enough money to pay the current bills. The Employer also has presented a case of declining population, increase in the population living in poverty, increase in foreclosure filings and a significant decrease in major businesses and attractions in Erie County. See Employer Exhibits 9a-9q. (Fact Finding Report exhibit 2)A copy of this exhibit is attached hereto. None of the above exhibits were challenged by the Union. Yet, the Employer requests an increase in wages in the years 2013 and 2014 in spite of the predicted deficit.

In other words, the Employer is asking for an increase in wage for the bargaining unit members in 2013 and 2014. The Union is asking for a greater across the board increase for its employees for all three years of the contract. Yet, all the evidence shows that there will be a

deficit at the end of the year 2012 without any increases at all. If the evidence set forth above by the Employer is true, the only solutions would be to layoff more County employees, reduce the salaries and benefits of County employees, or raise taxes. Furlough days and layoffs may also be used to reduce costs.

The Employer has proposed significant changes in the contract regarding financial benefits, but the Employer has not produced dollar figures that the savings in these cuts would cover the projected deficit and added expenditure for these proposed increased wages. Erie County, unlike the Federal Government, cannot print money nor can it operate for long on borrowed money. Based upon the evidence produced by the Employer, the County is headed for a deficit in late 2012. See, Employer Exhibit 6b.

Evidence was introduced that other County employees have been forced to take “furlough days.” None of the bargaining unit members in this fact-finding conference have suffered furlough days.

The County’s bond rating is of high quality and is a very important rating. According to the testimony of the Assistant Financial Director, the County must have a two-month fund balance to maintain this high bond rating. A loss of this bond rating would significantly damage the financial condition of the County.

The most important factor is something that we do not know. We do not know if there will be a deficit at the end of the year given the present condition of the County.

### **RECOMMENDATION**

The undersigned recommends no increases in wages until one or both of the parties show that there are funds to support an increase in wages. The undersigned recommends that both parties be given a right to reopen this issue on wages and the right to reopen any financial issue

at any time after December 1, 2012. After a reopening, each party would be able to take advantage of negotiation, mediation, fact-finding and conciliation.

---

**ISSUE NO.11&24**

Longevity Pay; Bargaining Units: ALL

**DISCUSSION**

The Employer proposes to reduce longevity pay in each year of the agreement. The purpose of the Employer is to have all Bargaining Unit Employees and non-Bargaining unit employees receiving the same longevity pay by 2014. The Employer is looking for internal consistency. The Union states that this provision is “extremely valuable” and the longevity pay provisions have been in the contract for 12 years. The history of the Bargaining Units show that the Bargaining Unit members have bargained for Longevity pay and given up other types of pay throughout the years.

**RECOMMENDATION**

The Undersigned finds that the current contract language stays the same for longevity pay.

---

**ISSUE NO.12&23**

Shift Differential; Deputies/Sergeants/Lieutenants, Dispatchers and Corrections

**DISCUSSION**

The Employer proposes to eliminate the shift differential. The Employer points out that only two contiguous Counties have shift differential. The Employer argues that shift differential

is often a quid pro quo to assign management rights to particular shifts. In this particular unit, the Bargaining members have shift bidding by seniority.

Shift Differential is a long standing contractual provision. The Undersigned has recommended that there be no pay increase in wages. This financial benefit is a benefit that need not be addressed at this time.

### **RECOMMENDATION**

It is recommended that the current language should remain the same.

---

### **ISSUE NO.13**

Court Pay; Bargaining Units: Deputies/Sergeants/Lieutenants, Dispatcher and Corrections

### **DISCUSSION**

Currently, the patrol receives three hours minimum Court Pay. The Corrections unit and Communications Unit receive two hours of minimum Court pay. The Employer proposes to reduce Court Pay to a one hour minimum. The Union is opposed to this change in Court time compensation. The Union argues that the Employer's proposal fails to adequately compensate the employee for off-duty work and the Employer's proposal fails to adequately compensate the employee for lost sleep.

The Union states that the Employer's position fails to adequately compensate the employee for his/her lost time for needing to report for Court duty on off hours. The Union also states that the Employers proposal unfairly punishes the employee for limited hours of Court. The Union says that the Employers proposal fails to compensate the employee for the requirements that the Employer puts on an employee in uniform. Lastly, the Employers proposal

punishes the employee for making arrests then receiving little compensation for giving up additional time to attend Court.

In reviewing comparables submitted by the Union, there are no comparables that have a one hour minimum for Court time.

### **RECOMMENDATION**

The Undersigned recommends that the contract language remain the same for Court time.

---

### **ISSUE NO.14**

Severance Pay; Bargaining Units: ALL

### **DISCUSSION**

The Employer proposes to modify severance pay so that Employees would only receive payout of sick leave if they retire and not merely resign. In addition, the Employer proposes to cap payout of sick leave with a maximum payout of 240 hours. These proposals only apply to the sworn bargaining unit. Currently, sworn employees are paid out 50% of sick leave with no cap and are paid upon resignation *or* retirement. The Employer argues that this “significant expense” for the Employer is substantially more generous than payouts in comparable jurisdictions. The Employer argues that current sick leave payout for unit employees, is not justified by the use of sick leave for this bargaining units employees. The Corrections and the Communications bargaining units propose to permit payout of 50% of accumulated sick time with no cap. The Employer is against the proposal from those bargaining units.

The Employer produced a breakdown of payout for retired/resigned employees for 2010 and 2011. The amount of \$157,587.57 was paid out from accumulated sick time. See Employer’s exhibit 23 (Fact Finding report exhibit 20).

The Union opposes the Employer's proposal. The Union states that this benefit was won through contract conciliation in 1996. The Union further states that this proposal fails to address long term employees that have worked large parts of their career expecting to be paid out under this provision, especially those close to retirement. In other words, it adversely impacts older employees. The Union claims that this is a "knee-jerk" reaction to several retirements at the end of 2011. See Employer exhibit 23(Fact-Finding Report exhibit 20). The union suggests that the employees look at this sick leave payout as earned time being taken away from the person who earned it.

### **RECOMMENDATION**

The undersigned recommends that the contract language regarding severance pay remain the same.

---

### **ISSUE NO.15**

Vacations; Bargaining Unit: Corrections Article 14, sec 14.03

### **DISCUSSION**

Currently, when an employee requests vacation time, that request must be made 30 days prior to the vacation. The Employer is supposed to respond to the vacation request "in a timely and reasonable fashion." The Union maintains that responses from management are very slow and not in a timely fashion. The undersigned believes that the terms are not precise enough to reasonably plan vacation or time off. Because of the rising cost of airline tickets and other scheduling concerns, unless the response to the request is timely, money is lost and plans cannot be effectively made. The Employer opposes this Union proposal. The Employer states that there are no arbitrations that the Sheriff responded in a non-timely and unreasonable fashion.

Furthermore, the Employer argues that if they can't make the decision deadline, management would just deny the vacation request.

When making and carrying out contracts, the parties must act in "good faith." For the management to turn down a request simply because management does not desire to respond in a timely manner is "bad faith." The Union's proposal is reasonable.

### **RECOMMENDATION**

The undersigned recommends that the following language shall become part of the collective bargaining unit:

**14.03 Vacation shall be taken in minimum increments of one (1) hour. Vacations are scheduled in accordance with workload requirements of the individual divisions. For this reason, the Employer may require vacation requests be made thirty-five (35) days prior to the vacation period. The Employer shall respond to such Vacation Requests twenty-one (21) prior to the days that were requested off. The Employer will respond to Personal Day requests within seven (7) days prior to the days that were requested off. Adjustments to the schedule will be made based upon seniority and in accordance with the workload requirements as determined by the Employer. The Employer may waive advance notice if the employee can show that there is a bona-fide emergency.**

---

### **ISSUE NO.16**

Vacation; Bargaining Unit: Corrections, New article 14, new section 14.09

### **DISCUSSION**

The Union proposes to add an article covering vacation cash-out that is not currently in the contract. The Union claims that this benefit could save money. The Union proposes that after an employee accrues 240 hours of vacation time, the employee may cash out up to forty (40) hours of vacation time per calendar time at 100% of the employee's base rate of pay.

The Employer opposes this provision.

If an employee chooses to not take a vacation or if the employee cannot get a vacation at the time favorable to that employee, then the employee should be able to cash out at least some of his/her vacation time.

### **RECOMMENDATION**

The undersigned finds that the Union's proposal is reasonable. It is recommended that the following language become part of the contract:

**14.09 After an employee has accrued two hundred and forty (240) hours of vacation time, they may elect to cash out up to forty (40) hours of vacation time per calendar year at the employees base rate of pay.**

---

### **ISSUE NO.17**

There is a tentative agreement between the parties on this issue. See, Exhibit FFRX21.

---

### **ISSUE NO.18**

Holidays; Bargaining Unit: Corrections new language

### **DISCUSSION**

The Union proposes that in lieu of an employee being paid eight hours of straight time hourly rate for holidays, the employee shall have the option of taking a day off thirty days before or thirty days after the holiday. Furthermore, if the employee does not use the time off, the employee shall be paid for the holiday in accordance with article 15 sections 15.06 and 15.10. The Employer opposes this because it will amount to additional hours per officer and significantly increase costs of the department.

**RECOMMENDATION**

The undersigned recommends that the above proposal not become part of the collective bargaining agreement.

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**ISSUE NO.19**

Sick Leave; Bargaining Unit: Corrections, section 16.12

**DISCUSSION**

The Union has proposed that when an employee has accrued 320 hours of sick time, they may cash out 80 hours of sick time per calendar year at 100% of the employees rate of pay. The undersigned believes that increasing the accrued sick time and increasing the hours to “cash out” would exacerbate the County’s fiscal challenges.

**RECOMMENDATION**

The undersigned recommends that this proposal not become part of the collective bargaining agreement.

---

**ISSUE NO.20**

Hours of work and overtime; Bargaining Unit: Corrections

**DISCUSSION**

The Union proposes that “required overtime” should be more precisely defined for corrections officers. This is in the Corrections Bargaining Unit, so some discretion must be left with the management to make sure that forced overtime is done in a fair manner and at the same time maintain proper levels of personnel in the County jail.

The Employer objects to a paragraph prohibiting forced overtime unless an emergency exists. The Union desires that the same paragraph be in the Collective Bargaining Agreement. Because of the distinctive work environment, management must have discretion to maintain security.

**RECOMMENDATION**

The undersigned recommends that the current contract language remain the same.

---

**ISSUE NO.21**

Work hours and overtime; Corrections, new article.

**DISCUSSION**

The Union proposes that Corrections Officers may place overtime hours into a compensation bank. The employee will be able to bank up to 24 hours in the comp bank at any time. The Union states and the undersigned agree that this is a form of “comp time.” The Union states that it is already a practice between the parties, but is not in the contract. Currently, however, all “flex time” has to be paid in the same period. The proposed contract language states that unused comp time will be paid in full at overtime wages on the last pay period of December.

With the financial issues facing not only the employer, but also the bargaining unit members, this is not a time to create a new type of “comp time.”

**RECOMMENDATION**

The undersigned recommends that this proposal not become part of the collective bargaining agreement.

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**ISSUE NO.28**

The parties reached a tentative agreement regarding this issue.

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**ISSUE NO.29**

Holidays; Bargaining Units: Deputies/Sergeants/Lieutenants

**DISCUSSION**

The Union proposes that the bargaining unit may elect to take up to their 88 hours of holiday pay as time off, rather than pay. The undersigned believes that this will complicate the scheduling process. In an earlier issue, we faced the problems of the Sherriff in scheduling vacation time. To add additional complications to the scheduling process, at this time, would not be in the best interest of the department or the public.

**RECOMMENDATION**

The undersigned recommends that new by the Union not become part of the collective bargaining agreement.

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**ISSUE NO.30**

Sick Leave; Bargaining Units: Deputies/Sergeants/Lieutenants

**DISCUSSION**

The Union desires to add a new section for the cashing in of sick leave. This section would allow an employee to cash in part of the employee's sick pay at 100% of employee's base rate of pay. For the reasons set forth in issues 6 and 19, the undersigned believes that this will not be in the best interest of the taxpayers and constituents of Erie County, especially when the County is facing the present economic issues.

## RECOMMENDATION

The undersigned recommends that this new section, 17.12, not become part of the Collective Bargaining Agreement.

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### ISSUE NO.31

Hours of Work and Overtime; Bargaining Unit: Deputies/Sergeants

### DISCUSSION

The Union proposes that all overtime should be offered first to full time bargaining unit employees prior to fiduciary and/or part time employees. The new language adds the term “fiduciary.” According to the Union, this clause would prohibit “fiduciary employees” from taking work away from bargaining unit employees. Bargaining unit employees desire the first opportunity to work overtime. If the bargaining unit employees do not agree to take the jobs, then the fiduciary and part time workers can elect to take the job.

The Employer states that these are “side jobs” and it results in overtime for special duties. Historically, according to the Employer, special duty is accepted by rank. For instance, those holding the rank of Captain are fiduciaries. The Employer further states that there is only 72 hours at stake.

### RECOMMENDATION

The undersigned recommends that the Bargaining Unit Employees get the first opportunity to work these special duties. The following language is proposed to be put in to the Collective Bargaining Agreement:

**19.0: All overtime shall be offered to full time bargaining unit employees prior to being offered to fiduciary and/or part time employees.**

---

**ISSUE NO.32**

Comp Time; Bargaining Units: Deputies/Sergeants/Lieutenants

**DISCUSSION**

The Union proposes that an employee, who works overtime, be able to bank that overtime at a particular ratio to be used later as time off. The proposal permits the employee to bank up to a certain amount of hours per year. The “comp” time must be paid out at the employee’s base rate on the last pay of the year, and not held as a carry over. The undersigned believes that this would bring the parties directly under the Fair Labor Standards Act. Deferring wages and compensating employees with time off will make worse the looming deficit and scheduling issues with this department.

**RECOMMENDATION**

The undersigned recommends that this proposal not be made part of the Collective Bargaining Agreement.

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**ISSUE NO.33**

New Article

**DISCUSSION**

The Union proposes a new Article where the Deputy Sheriffs would receive wage adjustments, keeping them no less than 5% base pay above Corporals of Correction. Sergeants would maintain 10% ration above the top Deputy Sheriff and Lieutenants would maintain a 10% ration above the Sergeant’s rate of pay. See, FOP proposal #5 for exact language.

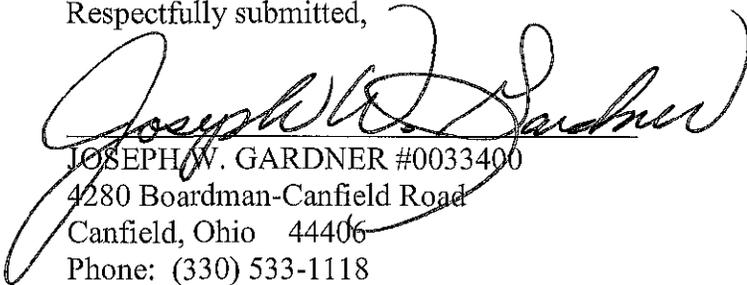
It is important that there be a pay differential between levels of officers. The higher the ranking officer, the more the responsibility they bear for public safety and for the officers under their command. This responsibility should be compensated when possible.

The Employer, however, has introduced evidence showing that the County is on the brink of a deficit. Increasing expenses, at this time, is inadvisable. When the current fiscal problems are met, this issue should be seriously considered by the parties.

**RECOMMENDATION**

The undersigned recommends that the above new article not become a part of this Collective Bargaining Agreement.

Respectfully submitted,



JOSEPH W. GARDNER #0033400

4280 Boardman-Canfield Road

Canfield, Ohio 44406

Phone: (330) 533-1118

Fax: (330) 533-1025

Fact-Finder

**CERTIFICATION**

I hereby certify that on April 23 2012, a copy of the foregoing Fact Finder's Report was sent via facsimile or e-mail or regular United States Mail to the following:

Representative for the Union:

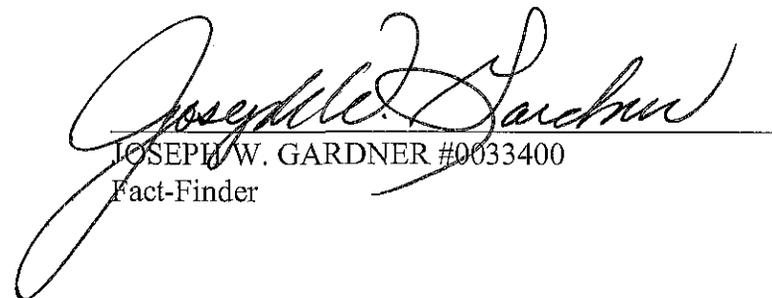
Chuck Choate  
FOP/ Ohio Labor Council Inc.  
Senior Staff Representative  
2721 Manchester Rd.  
Akron, OH 44319  
cchoate@neo.rr.com

Representative for the Employer:

Attorney Marc Fishel  
Downes, Fishel, Hass & Kim, LLP  
400 South Fifth Street  
Columbus, OH 43215  
mfishel@downsfishel.com

Bureau of Mediation:

EDWARD E. TURNER  
Administrator, Bureau of Mediation  
65 East State St., 12<sup>th</sup> Floor  
Columbus, Ohio 43215-4213

  
JOSEPH W. GARDNER #0033400  
Fact-Finder

## EXHIBIT LIST

### FACT-FINDING REPORT EXHIBITS

<b>FFRX1</b>	General Fund Cash Flow Summary	Employer Exhibit 6b
<b>FFRX2</b>	Change in Population from 2000-2010	Employer Exhibit 9a
<b>FFRX3</b>	Population Statistics	Employer Exhibit 9b
<b>FFRX4</b>	Erie County Projected Population Counts	Employer Exhibit 9c
<b>FFRX5</b>	Projected Population Counts Erie County	Employer Exhibit 9d
<b>FFRX6</b>	Percent Change in Population in Poverty	Employer Exhibit 9e
<b>FFRX7</b>	Percent Population in Poverty Stats	Employer Exhibit 9f
<b>FFRX8</b>	Change in Median Household Income	Employer Exhibit 9g
<b>FFRX9</b>	Median Household Income	Employer Exhibit 9h
<b>FFRX10</b>	Mean (Average) Household Income	Employer Exhibit 9i
<b>FFRX11</b>	Mean (Average) Household Income 2010	Employer Exhibit 9j
<b>FFRX12</b>	Change in Per Capita Income	Employer Exhibit 9k
<b>FFRX13</b>	Change in Per Capita Income 2000v2010	Employer Exhibit 9l
<b>FFRX14</b>	Percent Change in Foreclosure Filings	Employer Exhibit 9m
<b>FFRX15</b>	Percent Change in Foreclosure Filing Rates	Employer Exhibit 9n
<b>FFRX16</b>	New and Expanding Facilities, Businesses	Employer Exhibit 9o
<b>FFRX17</b>	New and Expanding Facilities, Businesses	Employer Exhibit 9p
<b>FFRX 18</b>	Total Number of Active Businesses	Employer Exhibit 9q
<b>FFRX19</b>	Erie County Sheriff's Office Annual Report	Union Exhibit 1
<b>FFRX20</b>	Erie County Breakdown of Payouts Retired/Resigned	Employer Exhibit 23
<b>FFRX21</b>	Tentative Agreement-FOP proposal #2, Article 15.07-Change of Language for payment of Holidays	
<b>FFRX22</b>	Tentative Agreement	

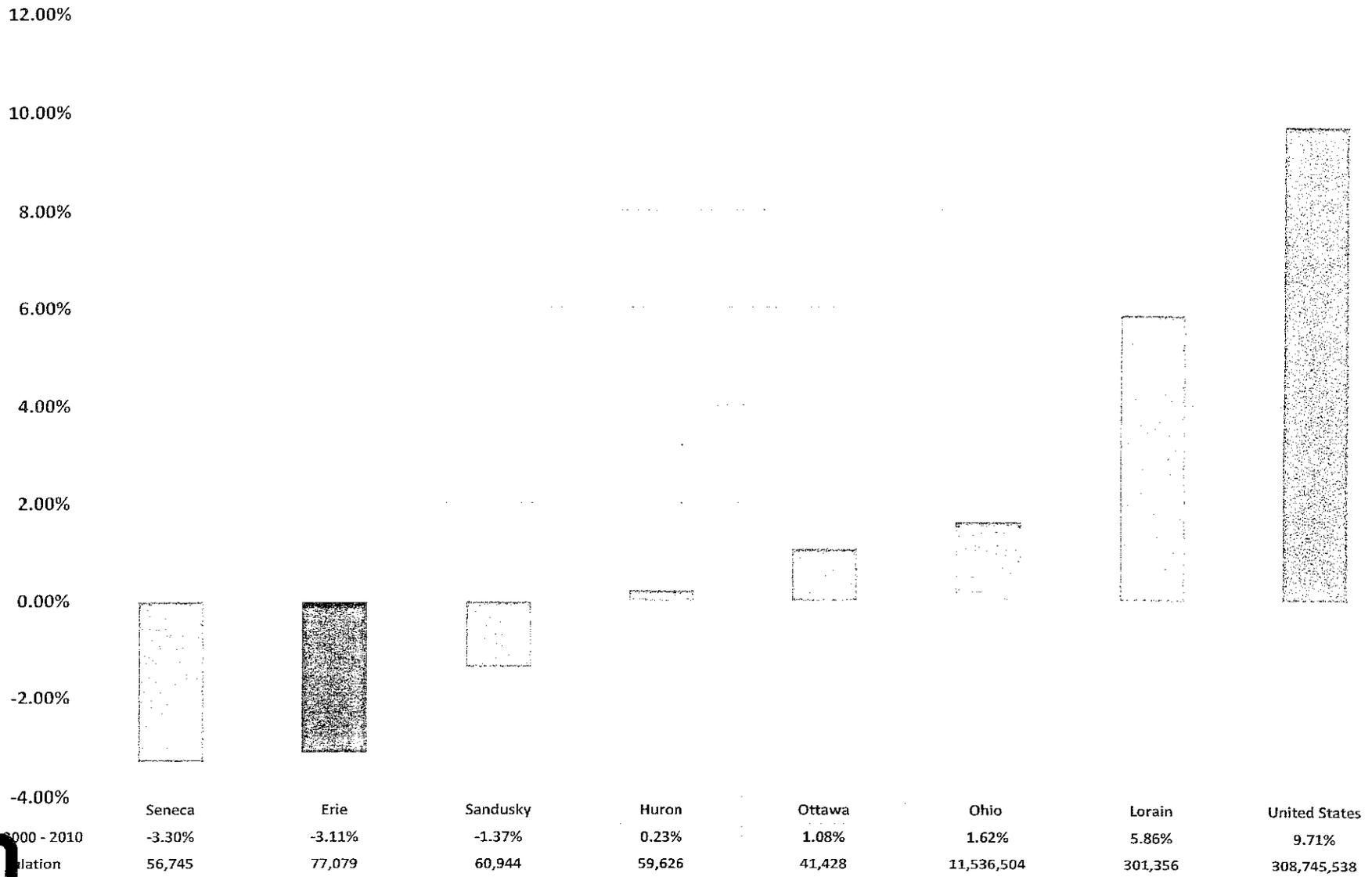
**Board of Erie County Commissioners**  
**General Fund Cash Flow Forecast Summary**  
**2001-2012**

	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012 (Budgeted)
Balance January 1st*	\$8,202,125	\$6,068,624	\$4,901,427	\$3,958,487	\$3,730,202	\$4,675,259	\$4,933,750	\$5,267,144	\$2,681,573	\$2,622,888	\$4,319,372	\$4,671,948
Revenues	\$24,224,815	\$23,857,797	\$23,559,805	\$24,379,065	\$25,711,993	\$26,945,163	\$28,025,473	\$27,532,063	\$25,324,101	\$25,348,388	\$25,614,396	\$25,959,222
% Change	5.8%	-1.5%	-1.2%	3.5%	5.5%	4.8%	4.0%	-1.8%	-8.0%	0.1%	1.0%	1.3%
Expenses	\$26,358,316	\$25,024,994	\$24,502,745	\$24,607,350	\$24,766,936	\$26,686,672	\$27,692,079	\$30,117,634	\$25,382,784	\$23,651,906	\$25,261,820	\$26,399,281
% Change#	2.4%	-5.1%	-2.1%	0.4%	0.6%	7.8%	3.8%	8.8%	-15.7%	-6.8%	6.8%	4.5%
Surplus/(Deficit)	-\$2,133,501	-\$1,167,197	-\$942,940	-\$228,285	\$945,057	\$258,491	\$333,394	-\$2,585,571	-\$58,683	\$1,696,482	\$352,576	-\$440,059
Balance, December 31st	\$6,068,624	\$4,901,427	\$3,958,487	\$3,730,202	\$4,675,259	\$4,933,750	\$5,267,144	\$2,681,573	\$2,622,890	\$4,319,370	\$4,671,948	\$4,231,889



(b)

# Change in Population from 2000-2010



Data Source: U.S. Census Bureau, 2000 and 2010 Census - <http://www.census.gov>



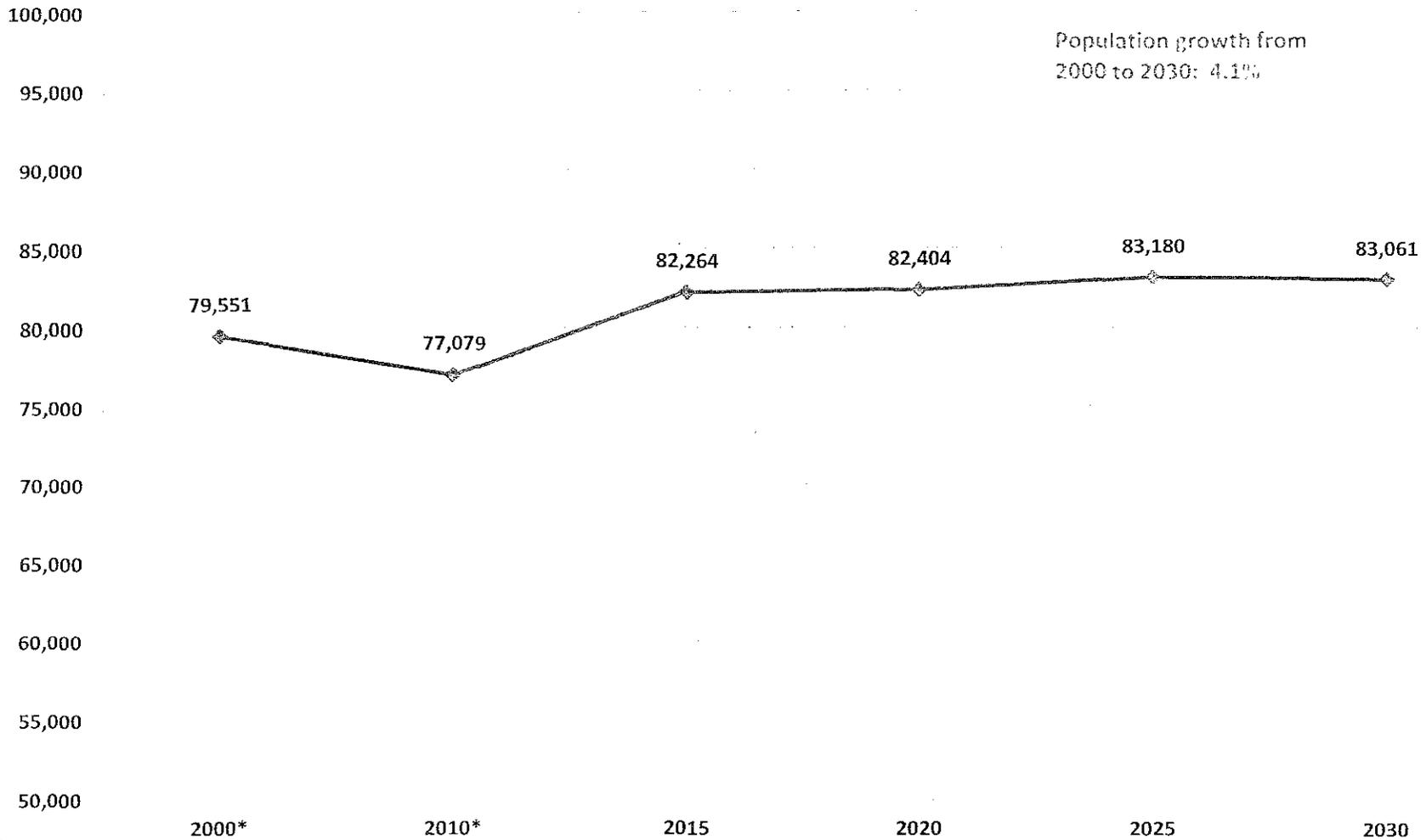
### Population Statistics

County	2000 Population	2010 Population	Change 2000 - 2010
Seneca	58,683	56,745	-3.30%
<b>Erie</b>	<b>79,551</b>	<b>77,079</b>	<b>-3.11%</b>
Sandusky	61,792	60,944	-1.37%
Huron	59,487	59,626	0.23%
Ottawa	40,985	41,428	1.08%
Ohio	11,353,140	11,536,504	1.62%
Lorain	284,664	301,356	5.86%
United States	281,421,906	308,745,538	9.71%

Data Source: U.S. Census Bureau, 2000 and 2010 Census -  
<http://www.census.gov>



# Erie County Projected Population Counts 2000-2030



\*Data from U.S. Census, 2000 and 2010

Source: Ohio Department of Development, Projected Population: County Totals, 2004



Projected Population Counts  
Erie County

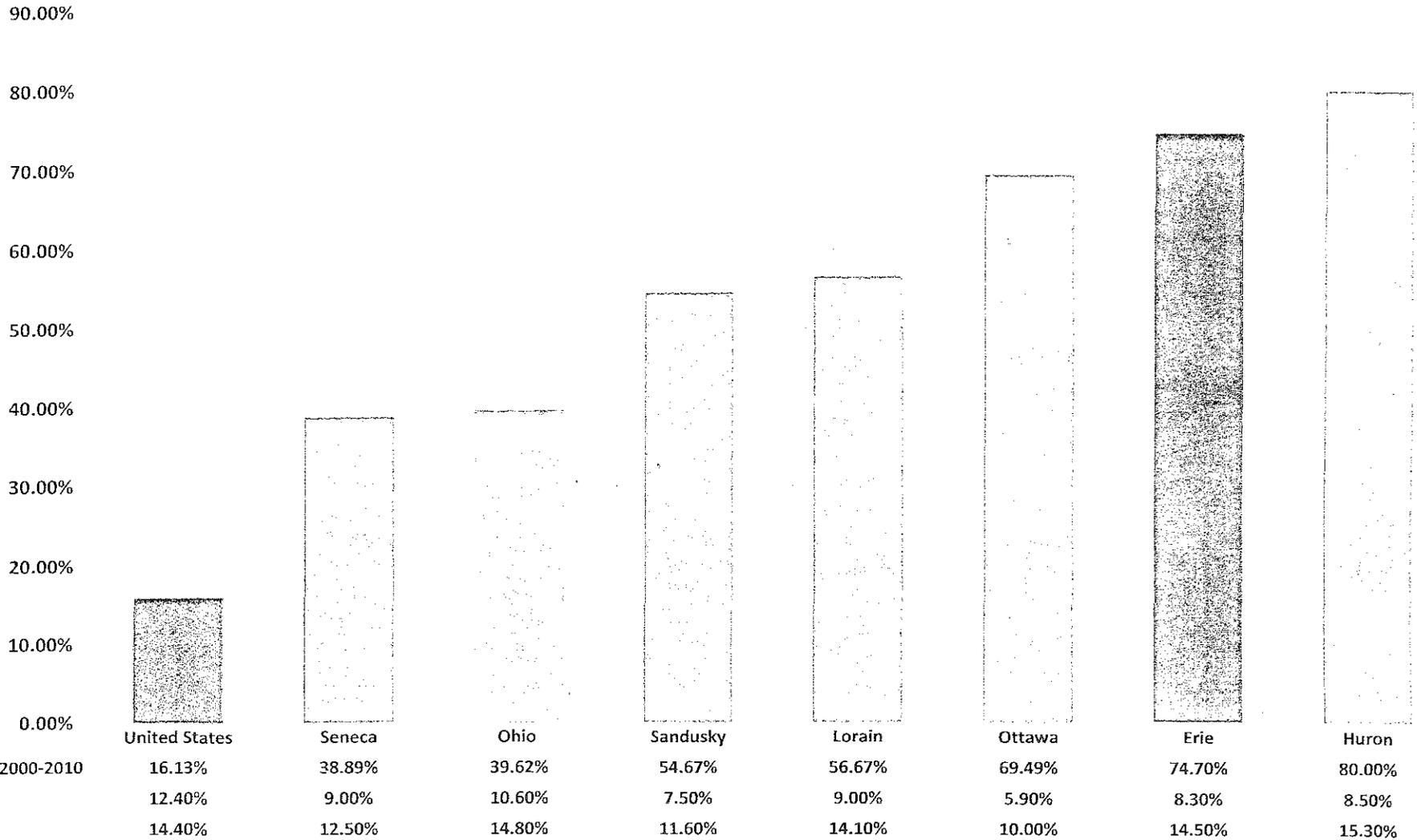
	Population Counts
2000*	79,551
2010*	77,079
2015	82,264
2020	82,404
2025	83,180
2030	83,061

\*Data from U.S. Census, 2000 and 2010  
Source: Ohio Department of Development  
Projected Population: County Totals, 2004



d

## Percent Change in the Population Living in Poverty , 2000 to 2010



■ Change from 2000-2010  
 ■ 2000  
 ■ 2010

Source: U.S. Census Bureau, 2000 Census and 2008-2010 American Community Survey - <http://www.census.gov/acs/www>



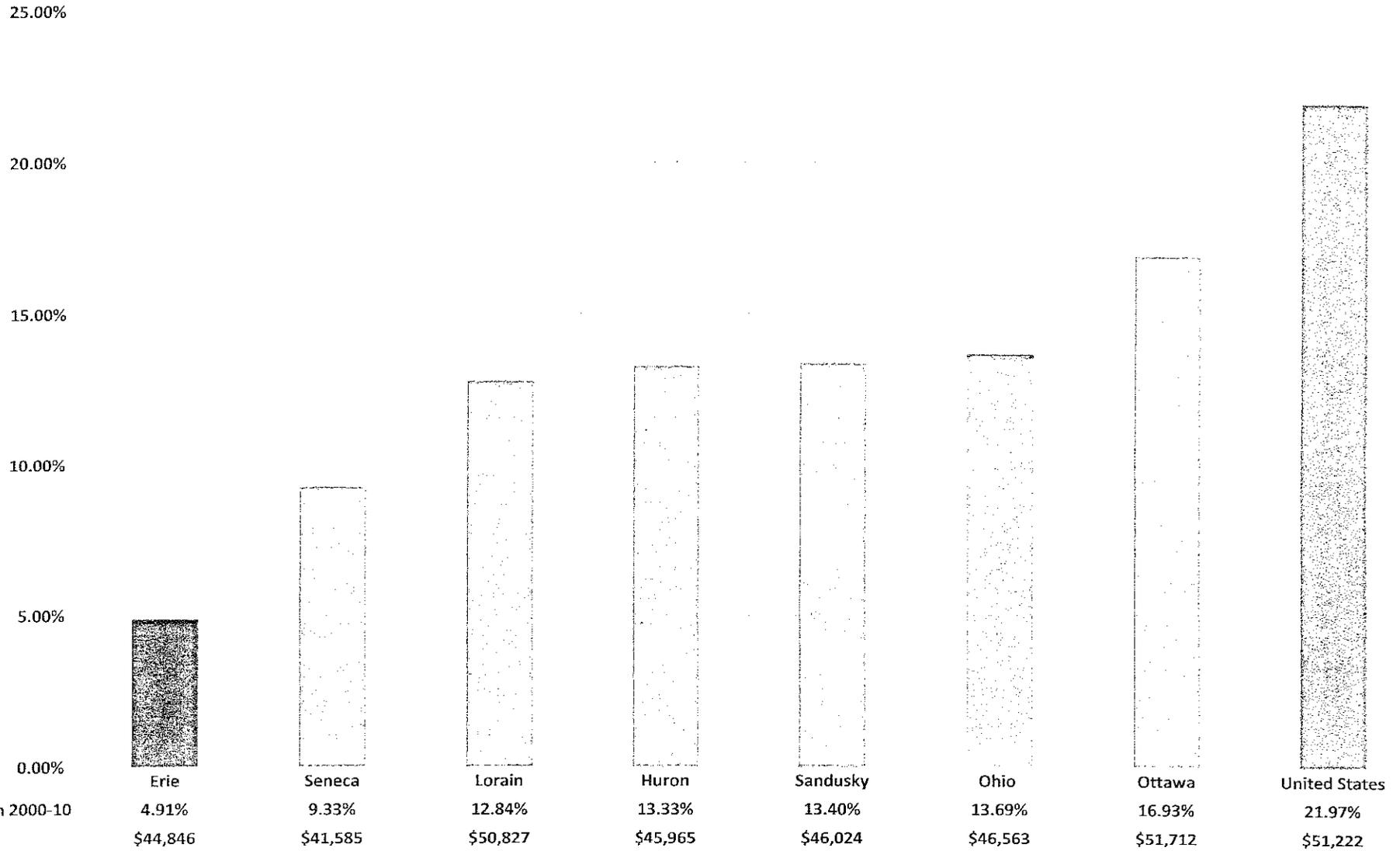
**Percent Population in Poverty Status in last  
12 months**

	<b>2000</b>	<b>2010</b>	<b>Change from 2000- 2010</b>
United States	12.40%	14.40%	16.13%
Seneca	9.00%	12.50%	38.89%
Ohio	10.60%	14.80%	39.62%
Sandusky	7.50%	11.60%	54.67%
Lorain	9.00%	14.10%	56.67%
Ottawa	5.90%	10.00%	69.49%
<b>Erie</b>	<b>8.30%</b>	<b>14.50%</b>	<b>74.70%</b>
Huron	8.50%	15.30%	80.00%

Source: U.S. Census Bureau, 2000 Census and 2008-2010  
American Community Survey - <http://www.census.gov/acs/www>



## Change in Median Household Income From 2000-2010



Source: US Census Bureau, 2008-2010 American Community Survey - <http://www.census.gov/acs/www>

Change from 2000-10



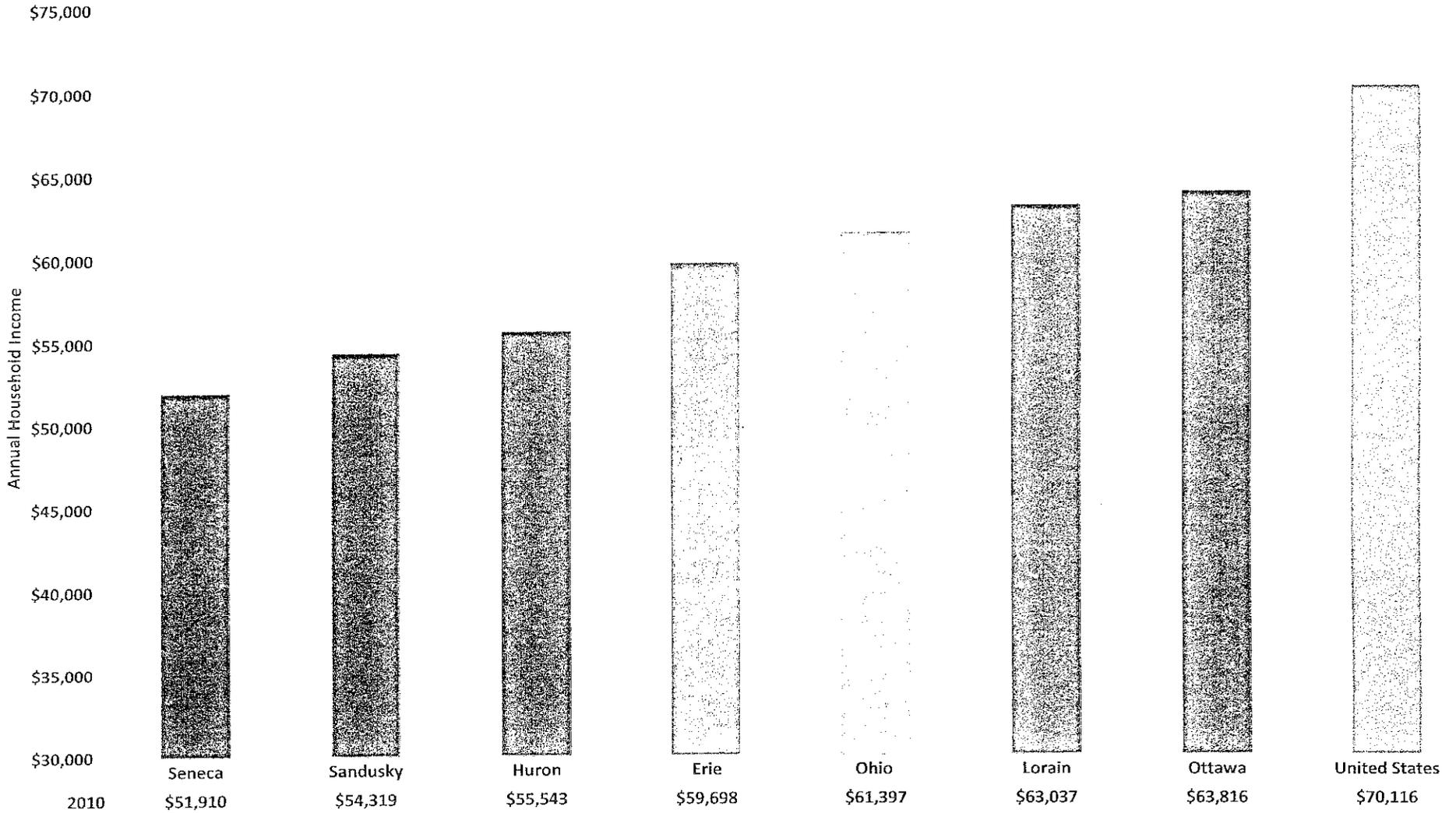
### Median Household Income, 2000-2010

	2000 MHI	2010 MHI	Change from 2000-10
<b>Erie</b>	<b>\$42,746</b>	<b>\$44,846</b>	<b>4.91%</b>
Seneca	\$38,037	\$41,585	9.33%
Lorain	\$45,042	\$50,827	12.84%
Huron	\$40,558	\$45,965	13.33%
Sandusky	\$40,584	\$46,024	13.40%
Ohio	\$40,956	\$46,563	13.69%
Ottawa	\$44,224	\$51,712	16.93%
United States	\$41,994	\$51,222	21.97%

Source: US Census Bureau, 2008-2010 American Community Survey - <http://www.census.gov/acs/www>



# Mean (Average) Household Income, 2010



Source: US Census Bureau, 2008-2010 American Community Survey - <http://www.census.gov/acs/www>



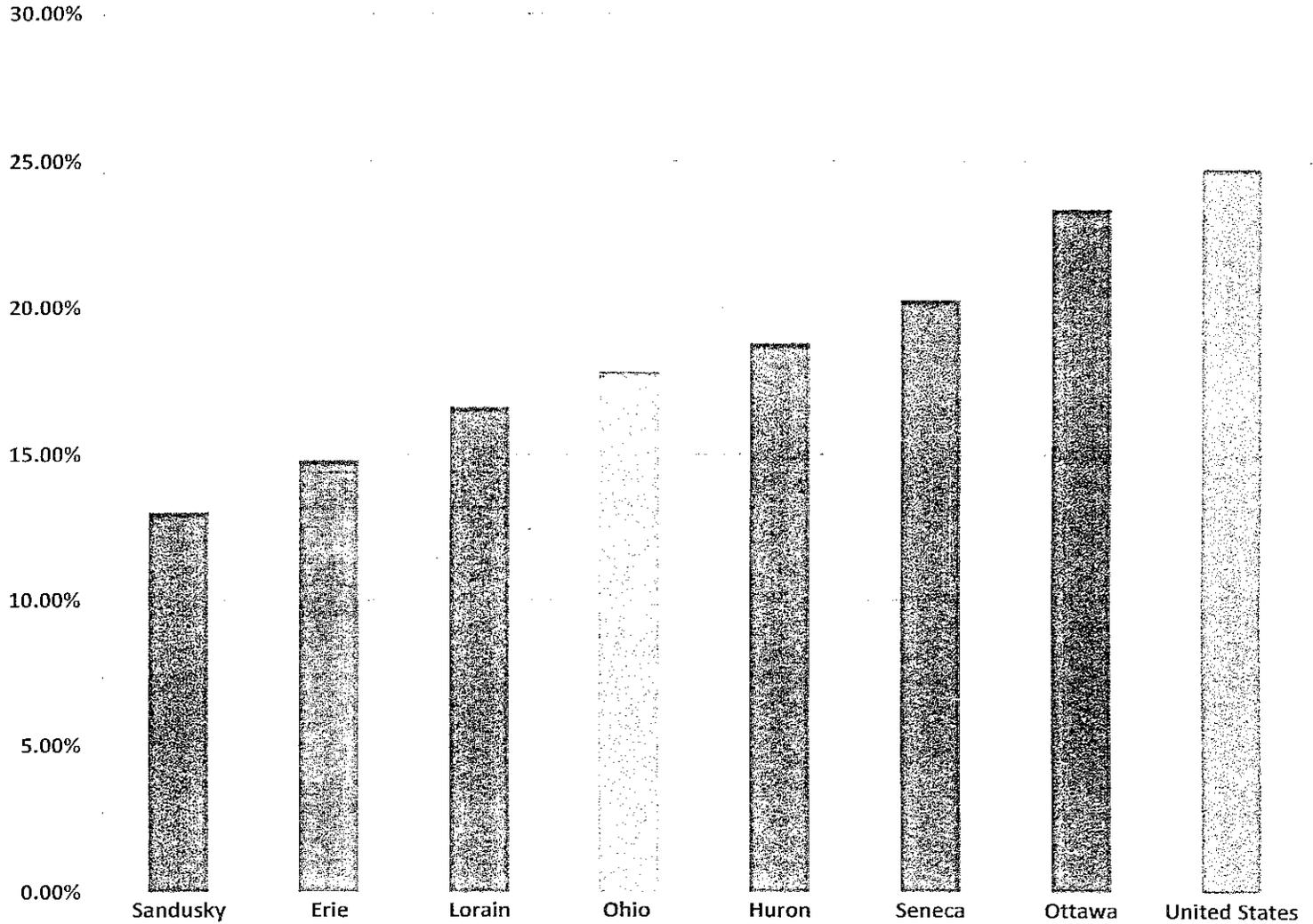
Mean (Average) Household  
Income, 2010

	2010
Seneca	\$51,910
Sandusky	\$54,319
Huron	\$55,543
<b>Erie</b>	<b>\$59,698</b>
Ohio	\$61,397
Lorain	\$63,037
Ottawa	\$63,816
United States	\$70,116

Source: US Census Bureau, 2008-2010  
American Community Survey -  
<http://www.census.gov/acs/www>;



## Change in Per Capita Income, 2000-2010



Change from 2000-2010 (percent)

2000 PCI

2010 PCI

Sandusky	13.04%	\$19,239	\$21,530	\$21,054	\$21,003	\$18,133	\$17,027	\$21,973	\$21,587
Erie	14.87%	\$21,748	\$24,732	\$24,551	\$24,738	\$21,543	\$20,480	\$27,113	\$26,942

Source: US Census Bureau, 2008-2010 American Community Survey - <http://www.census.gov/acs/www>



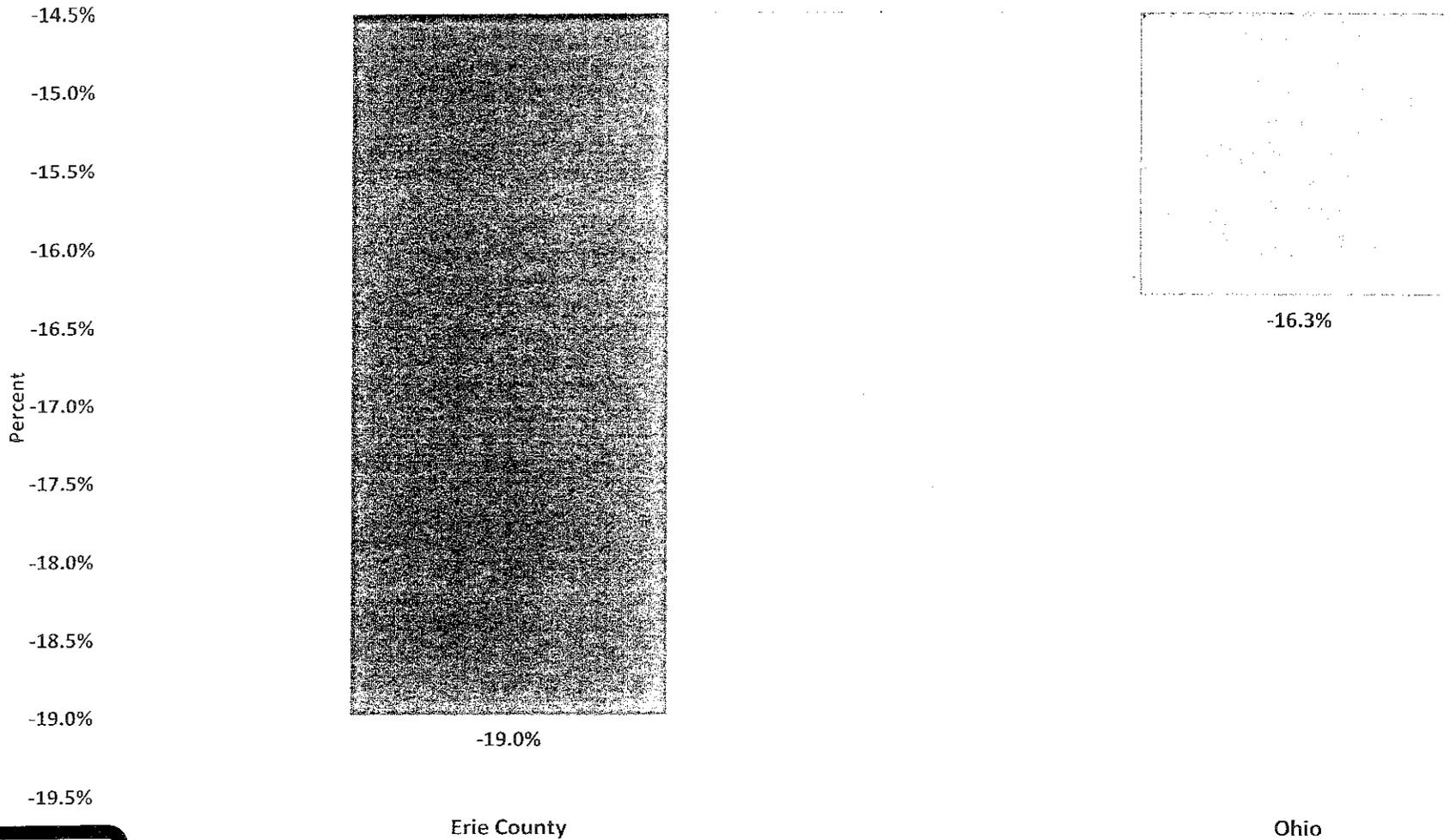
### Per Capita Income, 2000 v. 2010

	2000 PCI	2010 PCI	Change from 2000- 2010 (percent)
Sandusky	\$19,239	\$21,748	13.04%
<b>Erie</b>	<b>\$21,530</b>	<b>\$24,732</b>	<b>14.87%</b>
Lorain	\$21,054	\$24,551	16.61%
Ohio	\$21,003	\$24,738	17.78%
Huron	\$18,133	\$21,543	18.81%
Seneca	\$17,027	\$20,480	20.28%
Ottawa	\$21,973	\$27,113	23.39%
United States	\$21,587	\$26,942	24.81%

Source: US Census Bureau, 2008-2010 American Community Survey -  
<http://www.census.gov/acs/www>



# Percent Change in Foreclosure Filings Erie County and Ohio 2010-2011



Source: Policy Matters Ohio - [www.policymattersohio.org](http://www.policymattersohio.org)

Company\wrd\data\Erie\Sheriff\2012 fact-finding\charts\Erie County E&D Presentation



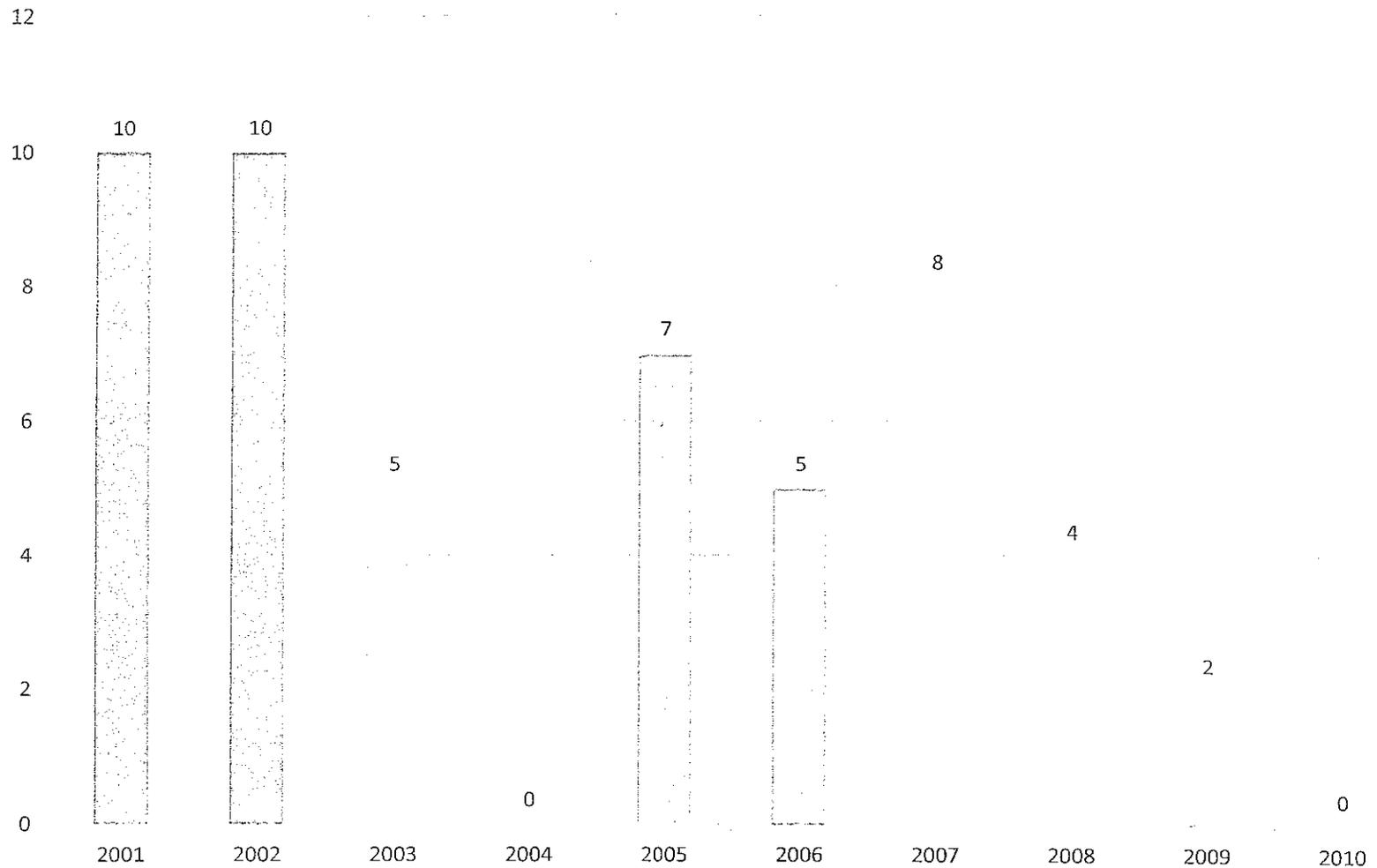
### Percent Change in Foreclosure Filing Rates

County	1995 Filings	2006 Filings	2007 Filings	2008 Filings	2009 Filings	2010 Filings	2011 Filings	Change 2010-2011	Change 1995-2011
Erie County	75	441	529	562	539	548	444	-19.0%	492.0%
Ohio	15,975	79,435	84,751	85,773	89,053	85,483	71,556	-16.3%	347.9%

Source: Policy Matters Ohio - [www.policymattersohio.org](http://www.policymattersohio.org)



## New and Expanding Facilities, Major Businesses and Attractions 2001-2010



Source: Ohio Department of Development, Ohio County Indicators, June 2011



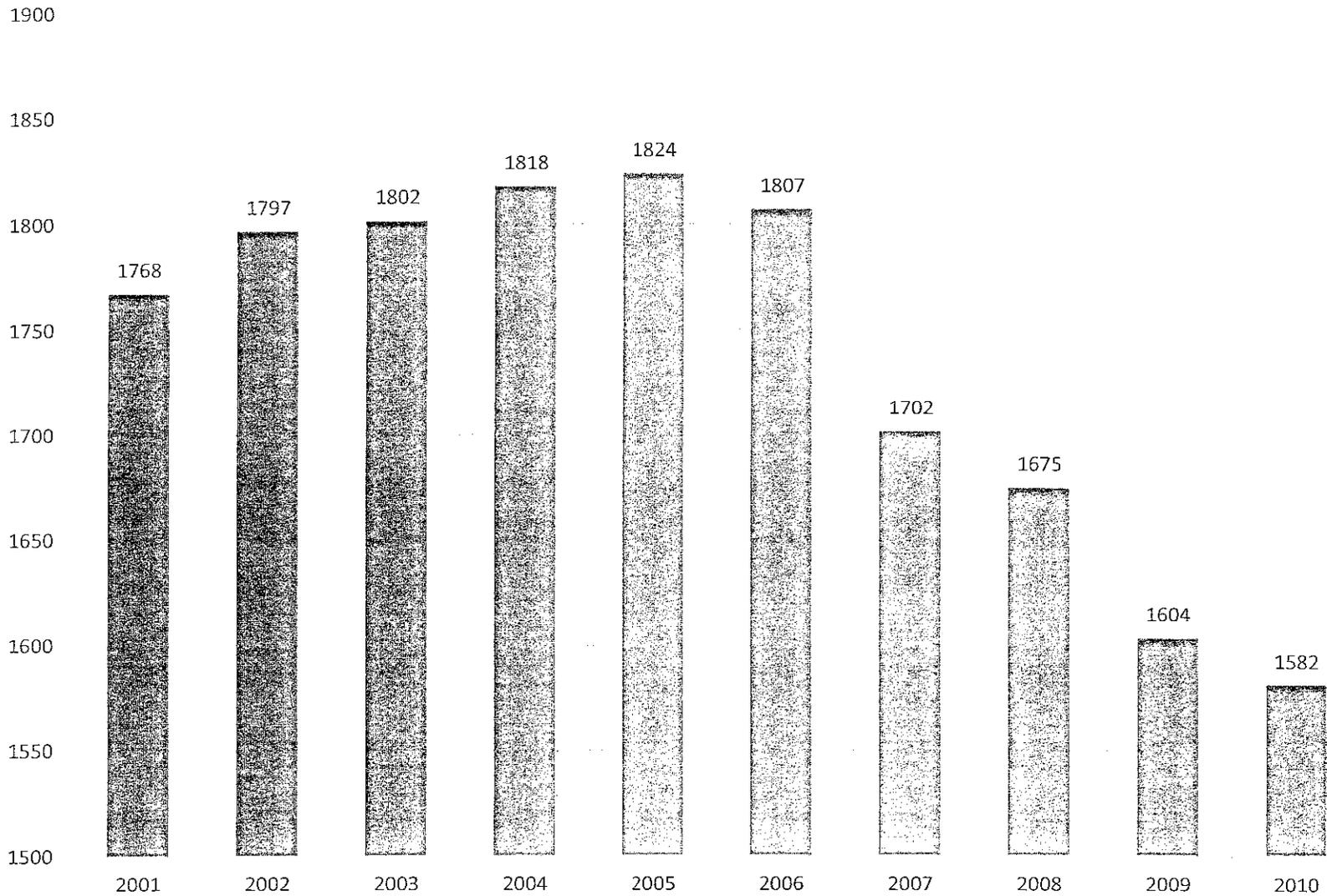
**New and Expanding Facilities, Major Businesses and Attractions**

	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010
<b>Erie County</b>	10	10	5	0	7	5	8	4	2	0
<b>Annual Change</b>		0.00%	-50.00%	-100.00%		-28.57%	60.00%	-50.00%	-50.00%	-100.00%

Source: Ohio Department of Development, Ohio County Indicators, June 2011



## Total Number of Active Businesses 2001-2010



Source: Ohio Department of Development, Ohio County Indicators, June 2011



UX - J

# Register

## Erie County Sheriff: Serious crimes jumped in 2011

Andy Ouriel

01:00 PM  
Apr 07  
2012



### Perkins Twp.

Erie County's townships saw a 17 percent jump in serious crimes last year, including burglaries and felonious assault.

County Sheriff Terry Lyons has released the year-end report for 2011, which shows a marked increase in felony-level crimes compared to 2010.

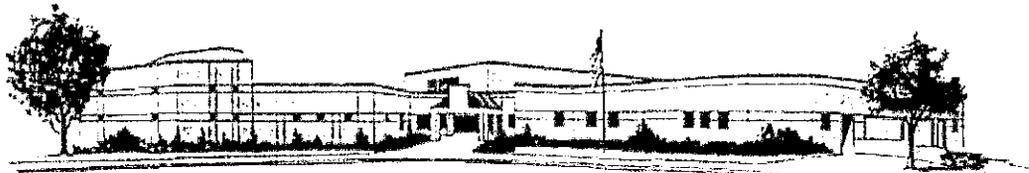
Among the other highlights: The county jail continues to deal with overcrowding. The average number of inmates in the jail on any given day in 2010 was 106, while last year it jumped to 111.

Said Lyons: "This is an issue that raises concerns for us."

Lyons said he's planning to meet with muni court judges and common pleas court judges in hopes of identifying some possible remedies to the overcrowding.



**ERIE COUNTY SHERIFF'S  
OFFICE  
ANNUAL REPORT  
FISCAL YEAR 2011**



**Terry M. Lyons, Sheriff**

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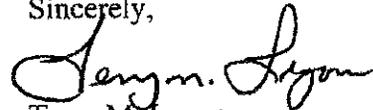
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# EXECUTIVE SUMMARY

It is our pleasure to present the Erie County Sheriff's Office 2011 annual report. This report covers in detail the many different and statutory responsibilities of the Sheriff's Office. I also wish to acknowledge the efforts of the dedicated men and women who strive daily to provide the citizens of Erie County with the most efficient, effective and professional law enforcement services possible.

One of our biggest challenges in 2011 was to try and maintain the same level of service to the citizens of Erie County despite the challenges of reduced budgets and staffing levels. We will continue to progress as a professional and contemporary law enforcement agency.

Sincerely,

A handwritten signature in black ink that reads "Terry M. Lyons". The signature is written in a cursive style with a large initial "T" and "L".

Terry M. Lyons  
Sheriff

To that end:

We received 16,173 classified calls for service an increase of 12% from 2010. Major index crimes reported to the F.B.I such as Homicides, Rapes, Robbery, Felonious Assaults, Burglaries and Breaking and Entering increased 17% from 2010 totals.

**Law Enforcement Services:** Deputies served 974 arrest warrants, 4,857 Civil Writs, and made 1,690 criminal arrests. Our traffic enforcement efforts resulted in 124 impaired driving arrests, issuance of 1721 Traffic Citations and 1,906 warnings. We also investigated 769 traffic crashes. Our Detectives opened 345 investigative case files, closing 228 during 2011.

**Communications:** The Sheriff's Office received a total of 11,271 9-1-1 calls. The Sandusky Police Department dispatch center remained at the Sheriff's Office. In addition, we now provide emergency dispatching services to Groton Township Fire and the Bay View Fire Departments. We also provide the City of Huron emergency dispatching services to their fire and police departments along with the Margaretta Township Fire Department. The Perkins Police Department has moved its dispatch center to the Sheriff's Office.

**Civil Division:** The Sheriff's Office conducted 396 registrations of various classified sex offenders during 2011. Since 2000, the number of registered sex offenders has increased over 303%. We also issued 659 Concealed Carry Licenses in 2011 which was a decrease of 27% from 2009. There were 409 Sheriff Sales a decrease of 30% from 2010.

**Corrections:** The Erie County Jail booked in 3,888 individuals in 2011 and maintained an average daily population of 111 inmates.

## 2011 POINTS OF INTEREST

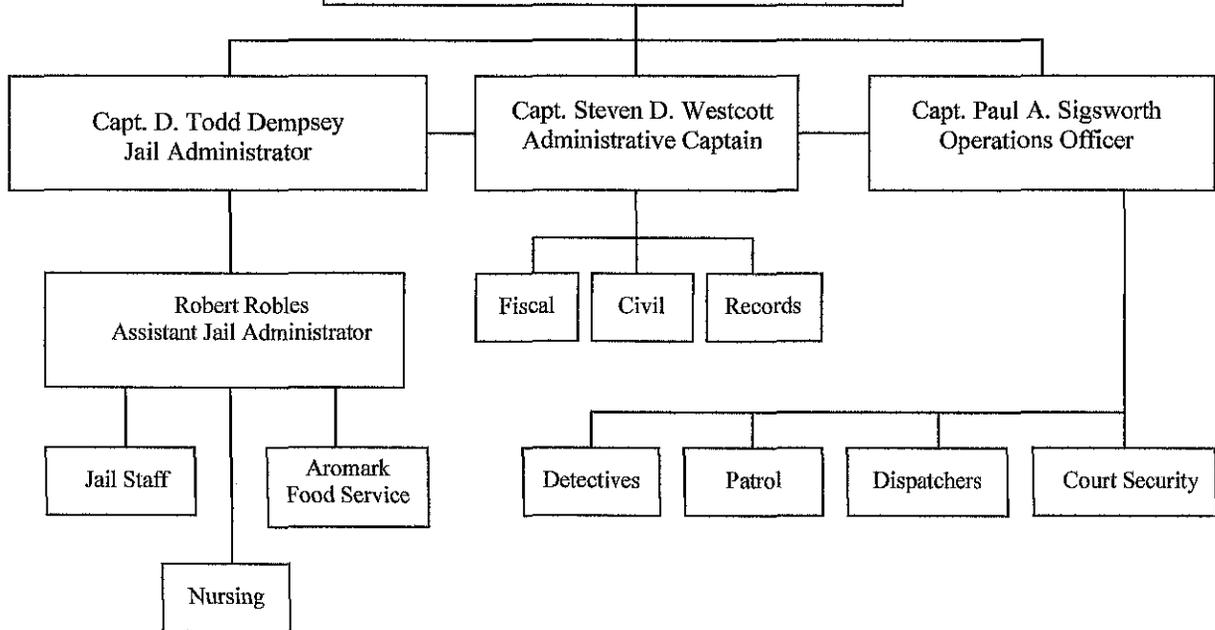
- The Sheriff's Office strives to provide the same level of service with reductions in staff resulting from the austerity program. (As of 2009 4 full time deputy positions remain unfunded)
- We continue to provide D.A.R.E. programs to middle school students in both the Berlin-Milan and Margareta School Districts.
- Through cooperation with EHOVE, a deputy sheriff continues to be station assigned as a Student Resource Officer for the 11th consecutive year.
- We continue to partner with the various townships in utilizing 9 substations that have been established.
- Continue to partner with Huron Township in contracting for law enforcement services.
- Continue to partner with Firelands University in contracting for law enforcement services.
- Continue to partner with North Point Educational School for a Student Resource Officer.
- Maintained the Northern Border Initiative marine patrol with our 32 foot Boston Whaler state purchased boat. Performed 27 marine patrols totaling more than 432 hours on the Canadian, Erie County border.
- Temporary co-location of the Perkins Police Department.
- 8 Full-time employees retired from the Sheriff's Office totaling some 250 years of experience. Those employees were Lieutenants Robert Lippert, John Eric Longbrake, Barton Maley and Joseph McPeek; Sergeants Rolland Kurtz and Clyde Gary Butler; and civil clerk Judy Schwochow.
- Sheriff Lyons was elected to serve as the president of the Buckeye State Sheriff's Association.

# ERIE COUNTY SHERIFF'S OFFICE

## ORGANIZATIONAL CHART



Terry M. Lyons  
Sheriff



# PATROL DIVISION STATISTICS

Captain Paul Sigsworth heads the Operations Division of the Erie County Sheriff's Office. He graduated from the 216th session of the FBI National Academy in 2005.

The Operations Division is composed of Uniformed Deputies, the Detective Bureau and Communications Officers. Road Deputies number twenty five inclusive of contract positions with an additional two Deputies assigned to the Detective Bureau.

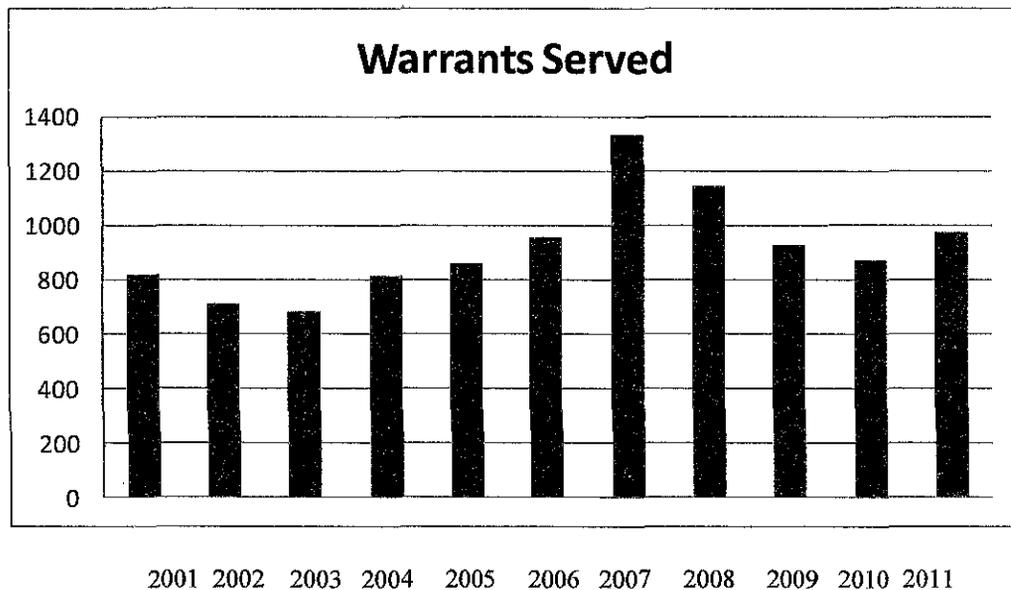
The Erie County Sheriff's Office also provides four uniformed Deputies at the Erie County Court House as security and prisoner transport. In addition there is one Deputy assigned to the Erie County Highway Department to enforce road load limits. There are presently five Communications Officers.



# PATROL DIVISION STATISTICS

## WARRANTS SERVED BY YEAR

2001	816
2002	710
2003	681
2004	812
2005	859
2006	955
2007	1330
2008	1145
2009	930
2010	871
2011	974

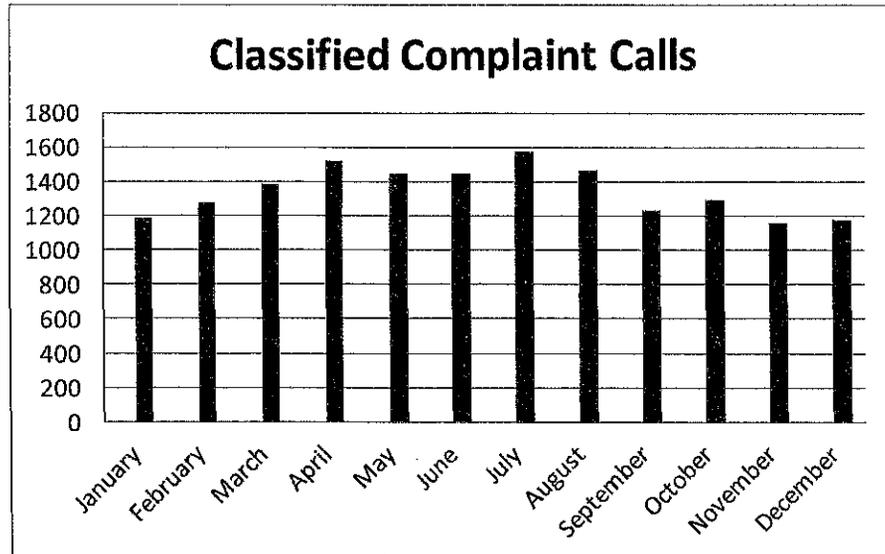


In 2011 there were a total of 1188 warrants received.  
As of the writing of this report there are 368 warrants on file.

# PATROL DIVISION STATISTICS

## CLASSIFIED COMPLAINT CALLS 2011

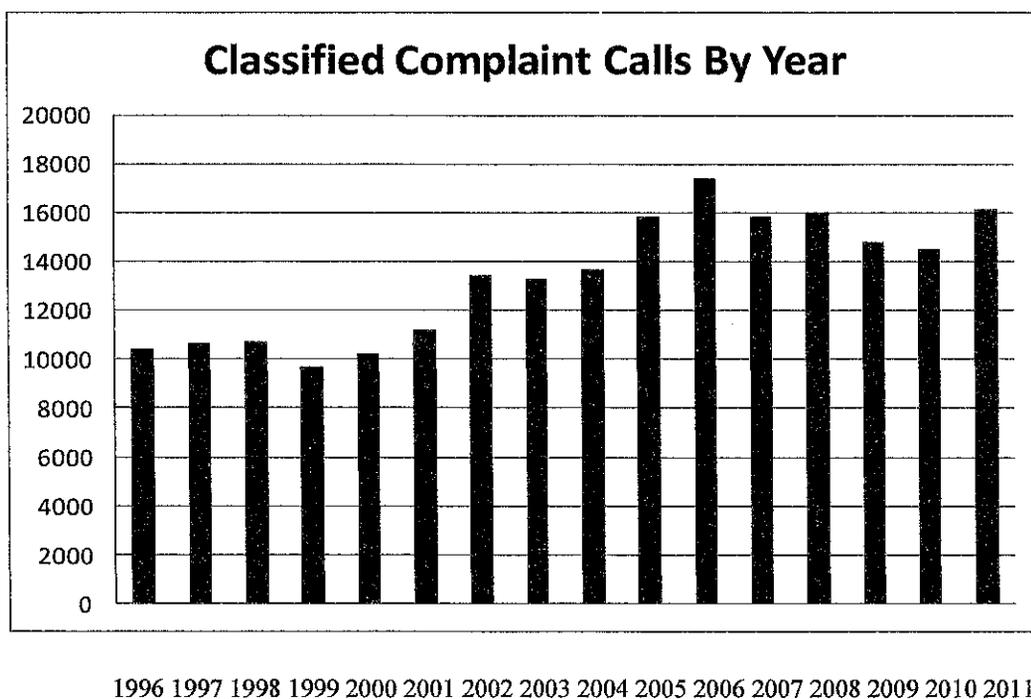
JANUARY	1189
FEBRUARY	1280
MARCH	1387
APRIL	1520
MAY	1448
JUNE	1448
JULY	1573
AUGUST	1466
SEPTEMBER	1231
OCTOBER	1292
NOVEMBER	1164
DECEMBER	1175
TOTALS	16173



# PATROL DIVISION STATISTICS

## CLASSIFIED COMPLAINT CALLS BY YEAR

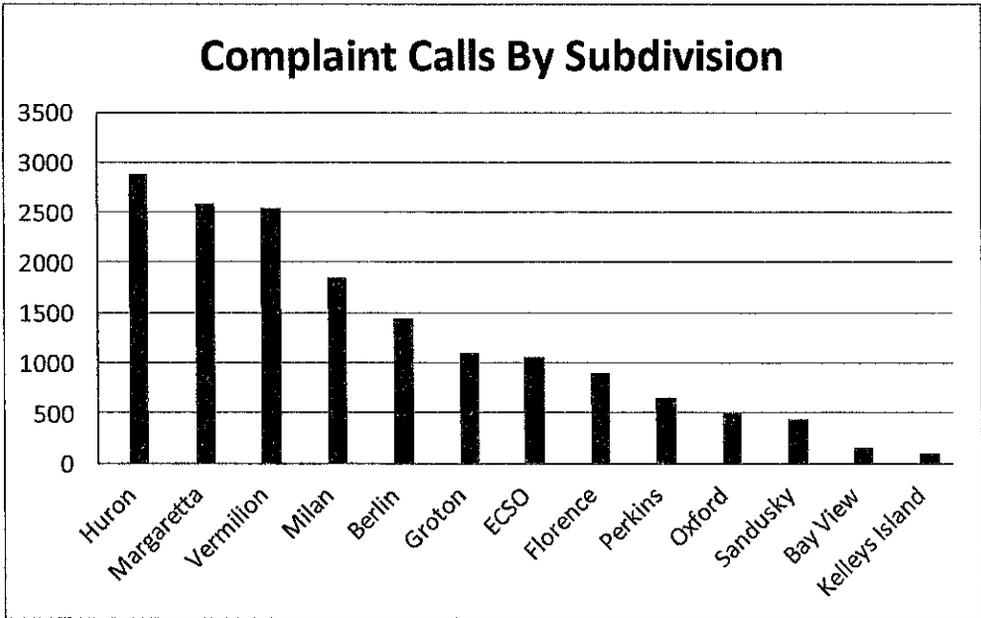
1996	10440
1997	10668
1998	10734
1999	9699
2000	10239
2001	11166
2002	13413
2003	13328
2004	13663
2005	15837
2006	17410
2007	15865
2008	16019
2009	14788
2010	14503
2011	16173



# PATROL DIVISION STATISTICS

## CLASSIFIED COMPLAINT CALLS BY POLITICAL SUBDIVISION 2011

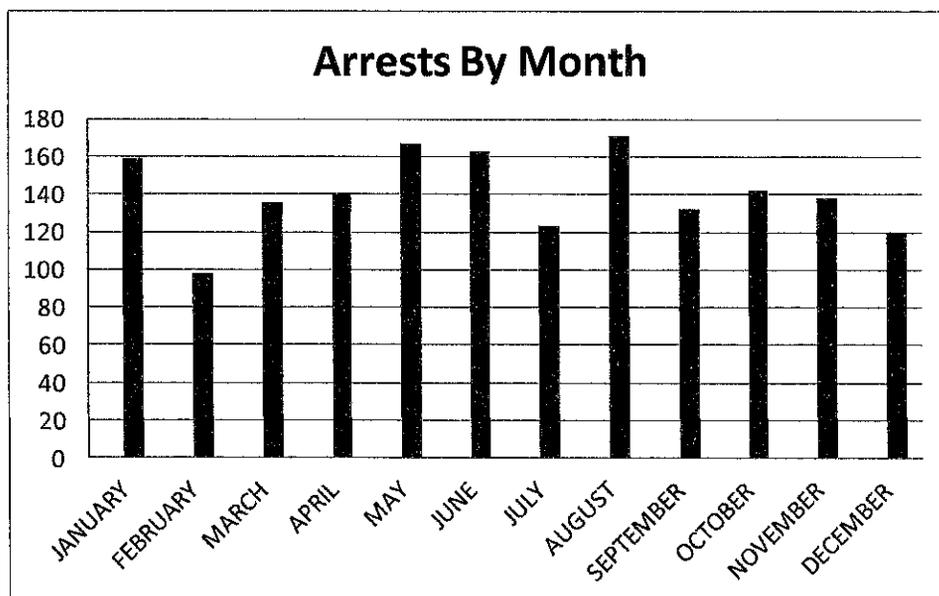
HURON	2880
MARGARETTA	2588
VERMILION	2545
MILAN	1840
BERLIN	1447
GROTON	1104
ECISO	1049
FLORENCE	905
PERKINS	650
OXFORD	490
SANDUSKY	429
BAY VIEW	150
KELLEYS ISLAND	96
 TOTALS	 16173



# PATROL DIVISION STATISTICS

## ARRESTS BY MONTH 2011

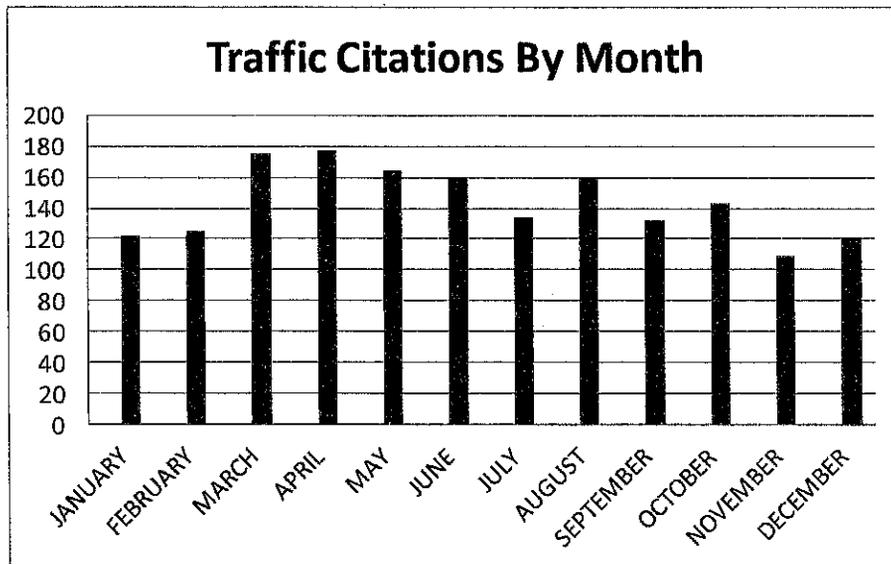
JANUARY	159
FEBRUARY	98
MARCH	136
APRIL	141
MAY	167
JUNE	163
JULY	123
AUGUST	171
SEPTEMBER	132
OCTOBER	142
NOVEMBER	138
DECEMBER	120
TOTAL	1690



# PATROL DIVISION STATISTICS

## TRAFFIC CITATIONS ISSUED 2011

JANUARY	122
FEBRUARY	125
MARCH	175
APRIL	177
MAY	164
JUNE	159
JULY	134
AUGUST	160
SEPTEMBER	132
OCTOBER	143
NOVEMBER	109
DECEMBER	121
TOTAL	1721

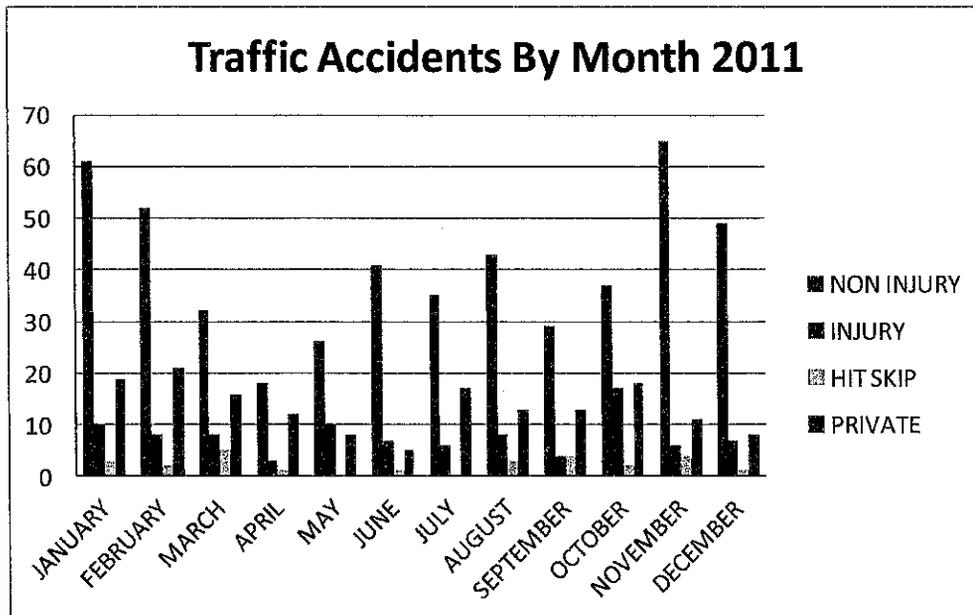


# PATROL DIVISION STATISTICS

## TRAFFIC ACCIDENTS BY MONTH 2011

	NON INJURY	INJURY	HIT SKIP	PRIVATE
JANUARY	61	10	3	19
FEBRUARY	52	8	2	21
MARCH	32	8	5	16
APRIL	18	3	1	12
MAY	26	10	0	8
JUNE	41	7	1	5
JULY	35	6	0	17
AUGUST	43	8	3	13
SEPTEMBER	29	4	4	13
OCTOBER	37	17	2	18
NOVEMBER	65	6	4	11
DECEMBER	49	7	1	8
<b>TOTALS</b>	<b>488</b>	<b>94</b>	<b>26</b>	<b>161</b>

Grand Total 769



# PATROL DIVISION STATISTICS

## COMPLAINT CLASSIFICATIONS BY YEAR

TOTAL CLASSIFICATION BY YEAR	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
HOMICIDE	0	0	0	1	2	1	2
RAPE	5	2	2	3	3	8	3
ROBBERY	2	4	1	5	2	2	2
FEL ASSAULT	6	8	12	18	13	7	14
BURGLARY	84	86	99	107	97	62	92
BREAKING & ENTERING	68	83	65	74	76	84	86
LARCENY/THEFT	310	332	331	409	403	353	368
MOTOR VEHICLE THEFT	23	16	17	39	19	16	8
UNAUTHORIZED USE MOTOR VEH	2	8	4	10	5	0	1
ARSON	6	12	4	1	3	1	1
THREATS & HARASSMENT	123	84	107	91	74	68	70
SIMPLE ASSAULTS	67	68	68	69	62	50	70
FORGERY	11	9	6	4	3	5	7
FRAUD/PASSING BAD CHECKS	35	26	56	75	72	95	91
EMBEZZLEMENT	4	1	1	2	2	0	0
RECEIVING STOLEN PROP	11	9	4	4	2	2	8
VANDALISM	300	334	267	278	197	175	189
WEAPONS OFFENSE	13	7	7	13	18	11	23
SEX OFFENSE	29	29	20	21	33	16	31
SEX OFFENDER REGISTRATION	289	291	364	716	736	602	426
DRUG OFFENSE	67	97	119	102	91	81	132
GAMBLING	0	0	0	0	0	1	0
DOMESTIC DISPUTE	241	209	247	233	247	260	232
DOMESTIC VIOLENCE	87	55	64	75	60	79	85
UNRULY JUVENILE	96	99	96	79	85	75	84
CHILD ABUSE	0	0	0	0	0	0	0
CHILD ENDANGERING	6	4	7	7	14	2	8
OVI	75	83	112	125	94	36	124
LIQUOR VIOLATION	11	10	11	22	9	18	18
CONSUMING UNDERAGE	31	47	44	44	46	24	22
DISORDERLY CONDUCT	99	194	188	221	228	260	216
ANIMAL COMPLAINT	406	393	476	392	365	434	385
DOG BITE	20	13	5	10	5	7	7
TELECOMMUNICATION HARASS	166	155	153	180	125	174	184
OFFENSES AGAINST PUBLIC	6	3	8	5	11	3	2
RIOT	0	0	0	0	0	0	0
BOMB THREAT	1	1	4	0	0	0	0
NUISANCE COMPLAINT	47	34	9	1	0	0	0
SUSPICIOUS VEHICLE/PERSON	792	791	745	661	567	549	661
HUNTING COMPLAINT	12	23	9	5	4	5	3
PROWLER	47	52	35	50	38	32	35

# PATROL DIVISION STATISTICS

## COMPLAINT CLASSIFICATIONS 2011

TRESPASSER	92	110	82	113	103	95	90
ATV/SNOWMOBILE/DIRTBIKE COMP	108	149	108	122	75	74	70
LOUD MUSIC/NOISE COMPLAINT	111	138	145	138	153	141	110
FIREWORKS	41	51	35	29	18	18	27
BURNING COMPLAINT	1	0	0	1	0	0	0
LITTERING COMPLAINT	32	32	31	32	23	25	19
ABDUCTION/UNLAWFUL RE- STRAINT		3	1	0	3	0	0
MISSING PERSON	24	24	32	15	13	22	18
DEATH INVESTIGATION	19	23	17	12	15	29	21
SUICIDE /ATTEMPT INCLUDED	12	14	20	18	10	11	22
NON-INJURY ACCIDENT	437	431	458	436	415	445	488
INJURY ACCIDENT	59	43	57	46	55	55	94
HIT SKIP ACCIDENT	9	2	3	8	2	11	26
PRIVATE PROP ACCIDENT	125	116	135	158	132	139	161
TRAFFIC VIOLATIONS/ENFORCE	4359	5561	4364	3758	3345	2647	4113
DISABLED VEHICLES	891	870	949	918	845	871	962
ROAD OBSTRUCTION	390	433	353	431	386	378	506
TRAFFIC DETAILS	70	81	58	31	44	63	50
PARKING COMPLAINTS	42	43	42	47	34	43	26
COURT ORDERD ACTION	179	140	121	127	136	170	148
LOST,FOUND,RECOVER PROP	77	98	77	71	79	68	77
ASSIST LAW ENFORCEMENT	1319	1250	1185	1288	1257	1320	1291
ASSIST WITH ACCIDENT	271	218	194	179	179	207	135
ASSISTANCE TO PUBLIC	507	478	414	571	486	515	494
EMS/FIRE CALL							1317
ASSIST EMS	985	1125	1126	1264	1401	1442	542
ASSIST FIRE DEPT	219	291	248	216	248	432	158
BLOOD RUNS	0	0	0	0	0	0	0
BLOCKED TRAIN CROSSINGS	83	80	91	25	20	29	47
MESSAGE DELIVERY	775	819	744	730	508	493	409
WELFARE CHECK	207	222	173	178	173	233	219
911 HANG UP-DEP/DISP CHECK	253	288	278	263	249	226	222
VEHICLE LOCKOUT	12	6	17	13	14	9	8
COMMERCAL/RESIDENTAL ALARM	447	491	449	517	469	607	550
OPEN WINDOW/DOOR	52	65	45	38	42	34	29
MENTAL SUBJECT/TRANSPORTS	19	13	32	41	30	26	21
ASSIST CHILDREN SERVICES	1	20	9	24	13	20	8
ESCAPE	3	2	2	0	0	0	0
FALSIFICATION	2	2	3	1	1	6	1
BIOHAZARD	0	0	0	0	0	0	0
TERRORIST THREAT	0	16	0	0	0	0	0
JUVENILE TOBACCO	0	1	0	1	1	1	4

# PATROL DIVISION STATISTICS

## COMPLAINT CLASSIFICATIONS 2011

TRAFFIC VIOLATIONS/ENFORCE	4113	OPEN WINDOW/DOOR	29
EMS/FIRE CALL	1317	FIREWORKS	27
ASSIST LAW ENFORCEMENT	1291	HIT SKIP ACCIDENT	26
DISABLED VEHICLES	962	PARKING COMPLAINTS	26
SUSPICIOUS VEHICLE/PERSON	661	WEAPONS OFFENSE	23
COMMERCAL/RESIDENTAL ALARM	550	CONSUMING UNDERAGE	22
ASSIST EMS	542	SUICIDE /ATTEMPT INCLUDED	22
ROAD OBSTRUCTION	506	DEATH INVESTIGATION	21
ASSISTANCE TO PUBLIC	494	MENTAL SUBJECT/TRANSPORTS	21
NON-INJURY ACCIDENT	488	LITTERING COMPLAINT	19
SEX OFFENDER REGISTRATION	426	LIQUOR VIOLATION	18
MESSAGE DELIVERY	409	MISSING PERSON	18
ANIMAL COMPLAINT	385	FEL ASSAULT	14
LARCENY/THEFT	366	MOTOR VEHICLE THEFT	8
DOMESTIC DISPUTE	232	RECEIVING STOLEN PROP	8
911 HANG UP-DEP/DISP CHECK	222	CHILD ENDANGERING	8
WELFARE CHECK	219	VEHICLE LOCKOUT	8
DISORDERLY CONDUCT	216	ASSIST CHILDREN SERVICES	8
VANDALISM	189	FORGERY	7
TELECOMMUNICATION HARASS	184	DOG BITE	7
PRIVATE PROP ACCIDENT	161	JUVENILE TOBACCO	4
ASSIST FIRE DEPT	158	RAPE	3
COURT ORDERD ACTION	148	HUNTING COMPLAINT	3
ASSIST WITH ACCIDENT	135	HOMICIDE	2
DRUG OFFENSE	132	ROBBERY	2
OVI	124	OFFENSES AGAINST PUBLIC	2
LOUD MUSIC/NOISE COMPLAINT	110	UNAUTHORIZED USE MOTOR VEH	1
INJURY ACCIDENT	94	ARSON	1
BURGLARY	92	FALSIFICATION	1
FRAUD/PASSING BAD CHECKS	91	EMBEZZLEMENT	0
TRESPASSER	90	GAMBLING	0
BREAKING & ENTERING	86	CHILD ABUSE	0
DOMESTIC VIOLENCE	85	RIOT	0
UNRULY JUVENILE	84	BOMB THREAT	0
LOST,FOUND,RECOVER PROP	77	NUISANCE COMPLAINT	0
THREATS & HARASSMENT	70	BURNING COMPLAINT	0
SIMPLE ASSAULTS	70	ABDUCTION/UNLAWFUL RESTRAINT	0
ATV/SNOWMOBLE/DIRTBIKE COMP	70	IMMOBILIZATION	0
TRAFFIC DETAILS	50	BLOOD RUNS	0
BLOCKED TRAIN CROSSINGS	47	ESCAPE	0
PROWLER	35	BIOHAZARD	0
SEX OFFENSE	31	TERRORIST THREAT	0

# JAIL DIVISION

Captain Todd Dempsey is the Erie County Jail Administrator and Mr. Robert Robles is the Assistant Jail Administrator. Together they oversee the operations of the full service facility which is certified by the State of Ohio.

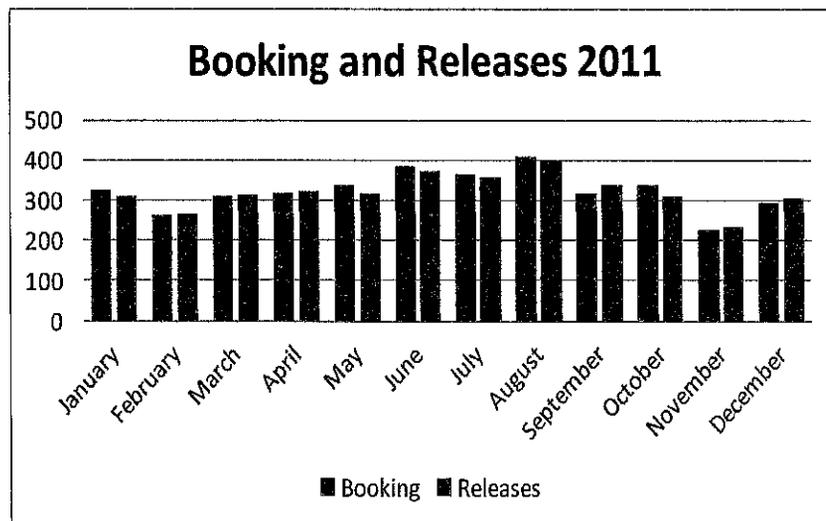
The jail staff is authorized at twenty-five full-time Corrections Officers. Intermittent Corrections Officer number one in the Jail Division. Food Service was outsourced in 2010. Full time Nursing Staff is available at the facility seven days per week.

Based on the jails average daily population of 106 and the service of three meals per day, 116,070 meals were served in 2011.

# JAIL DIVISION STATISTICS

## 2011 BOOKINGS AND RELEASES

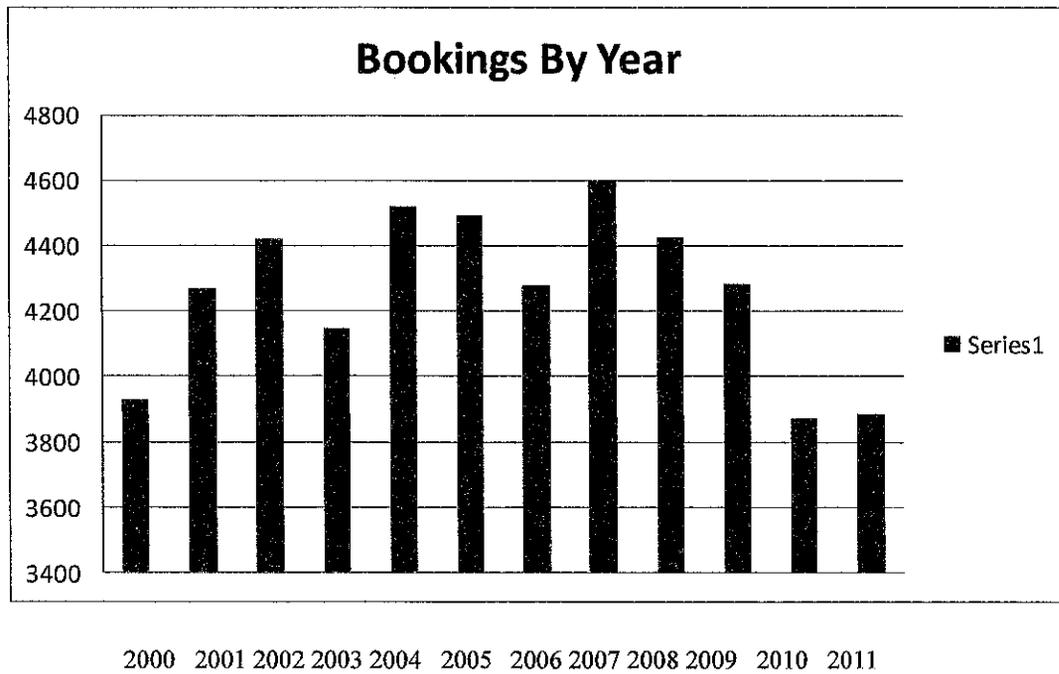
MONTH	BOOKING	RELEASES
JANUARY	325	309
FEBRUARY	262	265
MARCH	309	316
APRIL	317	321
MAY	336	317
JUNE	386	374
JULY	365	358
AUGUST	411	403
SEPTEMBER	320	336
OCTOBER	337	312
NOVEMBER	225	236
DECEMBER	295	308
TOTALS	3888	3855
AVERAGE	324	321



# JAIL DIVISION STATISTICS

## BOOKINGS BY YEAR

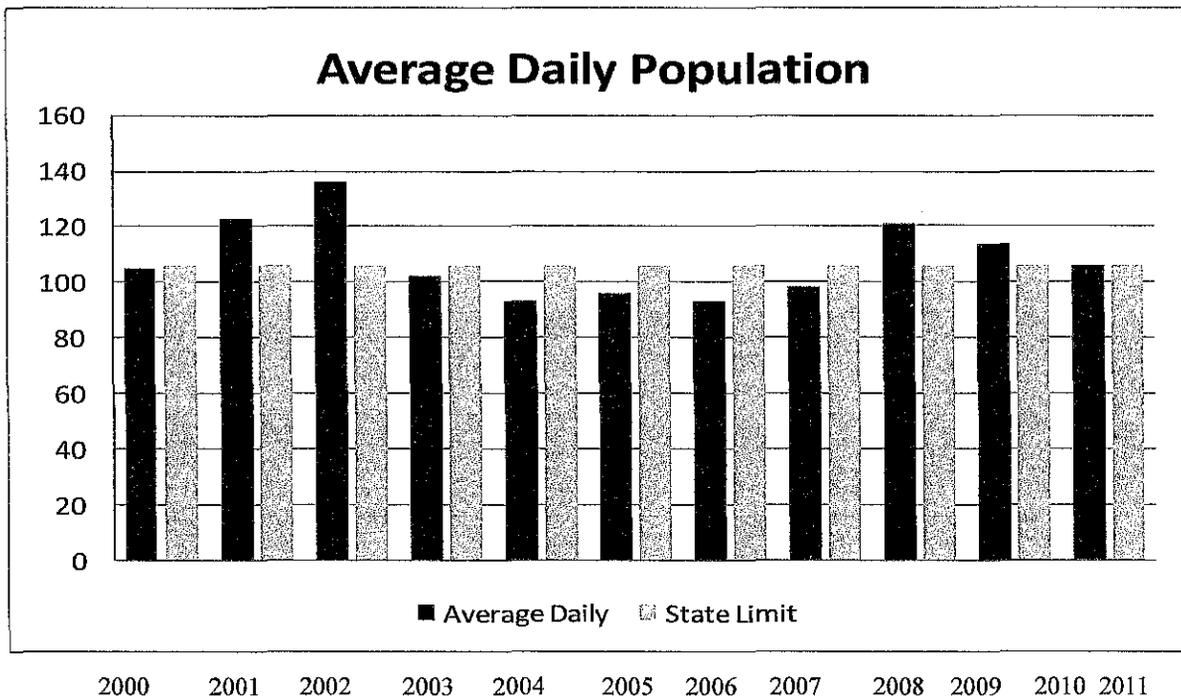
2000	3928
2001	4272
2002	4422
2003	4148
2004	4519
2005	4494
2006	4277
2007	4603
2008	4428
2009	4285
2010	3870
2011	3888



# JAIL DIVISION STATISTICS

## AVERAGE DAILY POPULATION

2000	105
2001	123
2002	136
2003	102
2004	93
2005	96
2006	93
2007	98
2008	121
2009	114
2010	106
2011	111

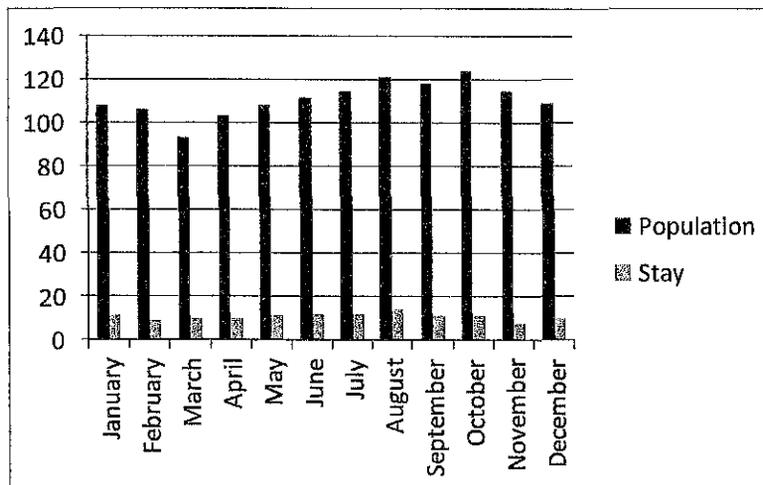


# JAIL DIVISION STATISTICS

## AVERAGE DAILY POPULATION & AVERAGE STAY

### 2011

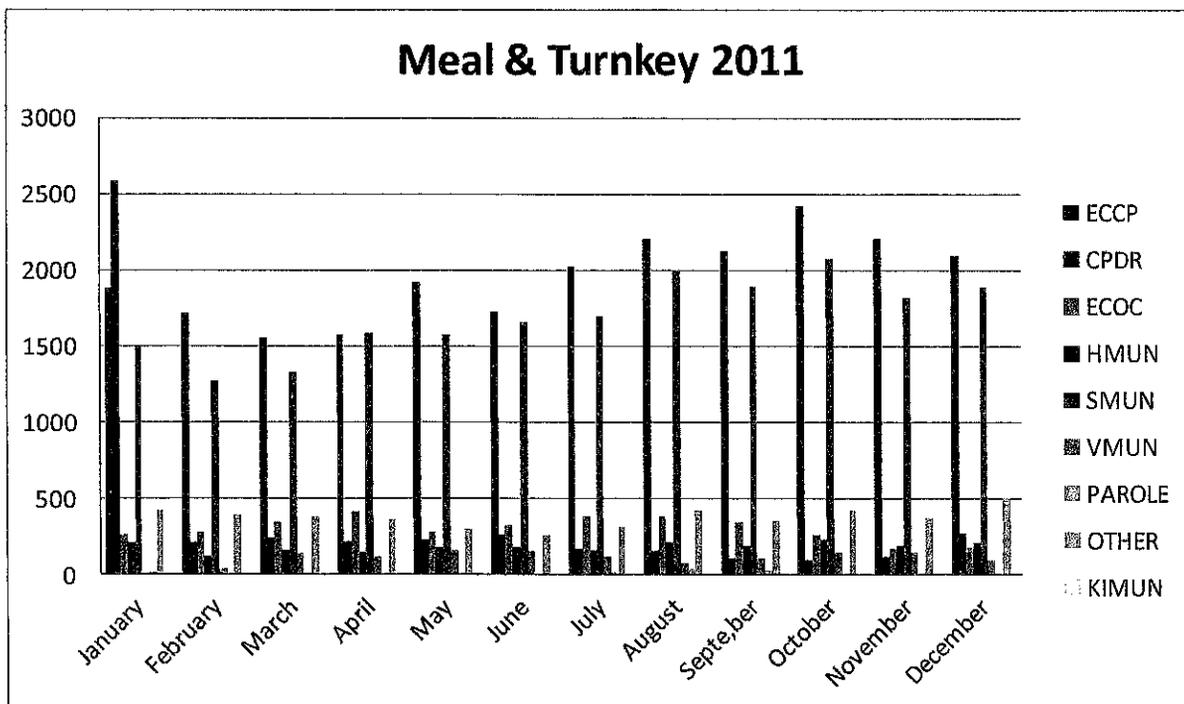
	POPULATION	STAY
JANUARY	108	11
FEBRUARY	106	9
MARCH	93	10
APRIL	103	10
MAY	108	11
JUNE	112	12
JULY	115	12
AUGUST	121	14
SEPTEMBER	118	11
OCTOBER	124	11
NOVEMBER	115	8
DECEMBER	109	10
AVERAGE	111	10



# JAIL DIVISION STATISTICS

## MEAL AND TURNKEY 2011

	ECCP	CPDR	ECOC	HMUN	SMUN	VMUN	PAROLE	OTHER	KIMUN
January	1877	2580	258	206	1489	4	14	429	
February	1715	209	278	121	1268	35	0	395	
March	1553	236	342	160	1330	135	5	379	
April	1571	225	410	152	1587	118	4	364	
May	1922	230	285	182	1575	160	0	297	
June	1729	256	323	178	1654	163	0	265	1
July	2023	170	380	158	1693	123	16	316	
August	2207	159	382	213	1997	82	32	421	
September	2129	105	339	192	1890	110	31	356	
October	2421	93	256	227	2075	149	5	429	
November	2206	119	167	187	1823	147	0	372	
December	2097	268	176	212	1892	101	0	504	
<b>TOTALS</b>	<b>23450</b>	<b>4650</b>	<b>3596</b>	<b>2188</b>	<b>20273</b>	<b>1327</b>	<b>107</b>	<b>4527</b>	<b>1</b>



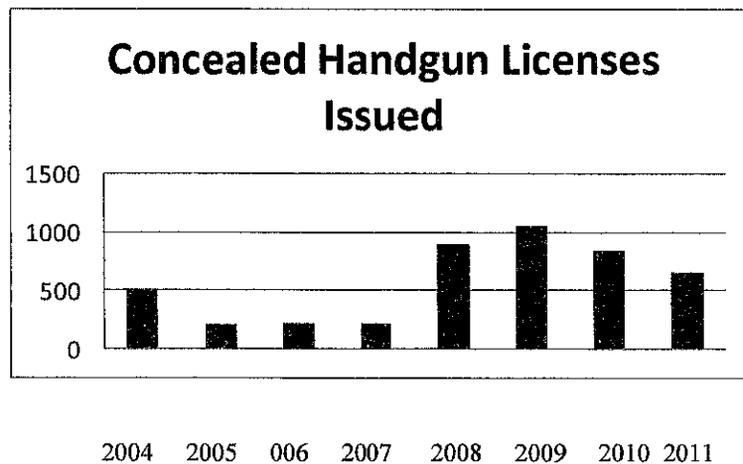
# FISCAL/ CIVIL DIVISION

Captain Steven D. Westcott, Administrative Captain, heads the Erie County Sheriff's Office Fiscal/Civil Division. The Division is responsible for all fiscal, civil, personnel, records, sex offender registration, grants, fingerprinting and concealed handgun permit operations. There are two full time administrative employees in this Division and three intermittent employees.

# FISCAL/ CIVIL DIVISION STATISTICS

In April of 2004 Ohio's Concealed Carry Law became effective. In the nine months of 2004 that Ohioans could carry concealed handguns, the Erie County Sheriff's office issued 508 licenses. The graph below illustrates the number of licenses issued since the 2004 Concealed Carry Law became effective.

	2004	508
	2005	208
	2006	226
	2007	226
Renewal Year	2008	893
	2009	1058
	2010	839
	2011	659



# FISCAL/CIVIL DIVISION STATISTICS

## Sex OFFENDERS

The Ohio Legislature enacted Ohio Revised Code Chapter 2950, the Sex Offender Registration law, in 1997 know as Megan's Law. This law requires persons convicted of specified crimes and has designated them as a Sexual Predator, Habitual Sex Offender or Sexually Oriented Offender, to register with the Sheriff of the county in which they will reside. This registration procedure takes place upon release from a term of imprisonment or, if not imprisoned, then upon moving into a county after conviction.

Starting in January 1, 2008 the Adam Walsh Act was implemented in Ohio. It changed the structure of how the offenders were classified. The Tier System was implemented with Tier I Offenders being the least serious class and Tier III Offenders being the most serious class. Community notifications are performed on Tier III Offenders that had notifications performed under the old law.

In June of 2010 the Ohio Supreme Court ruled in State v Bodyke that the Ohio Attorney General had no authority to reclassify Sex Offenders who had already had a Judicial Hearing under Megan's Law. As such, all Megan's Law classified Sex Offenders were changed back to their original classification.

In 2011 eight (8) Sexually Oriented Offenders were removed from the registry after their registration requirements expired. Also in 2011 a total of \$575.00 in registration fees were collected, 121 follow up investigations were performed with 10 warrants or arrests being made.

# FISCAL/CIVIL DIVISION STATISTICS

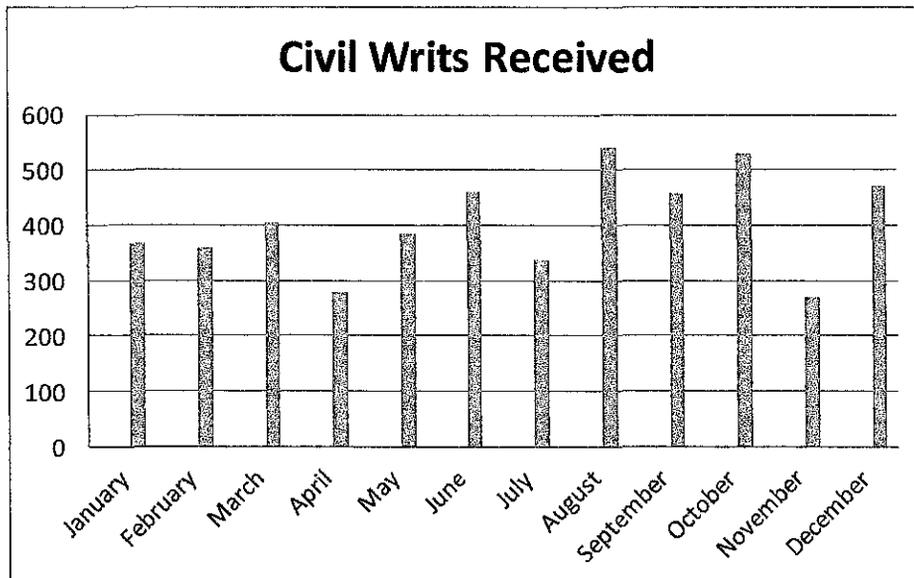
## Sex OFFENDERS

	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011
Sexual Predators	1	2	2	5	5	6	7	7			10	12
Habitual with Notifica- tion	0	1	7	7	6	6	6	9			15	15
Habitual without Noti- fication	1	8	3	4	1	2	1	2			5	6
Sexually Oriented Of- fenders	49	77	87	109	93	96	114	123			112	111
Tier I Offenders									46	54	23	30
Tier II Offenders									82	93	20	24
Tier III Offenders									59	65	6	8
TOTALS	51	88	99	125	105	110	128	141	187	212	191	206

# FISCAL/CIVIL DIVISION STATISTICS

## CIVIL WRITS RECEIVED 2011

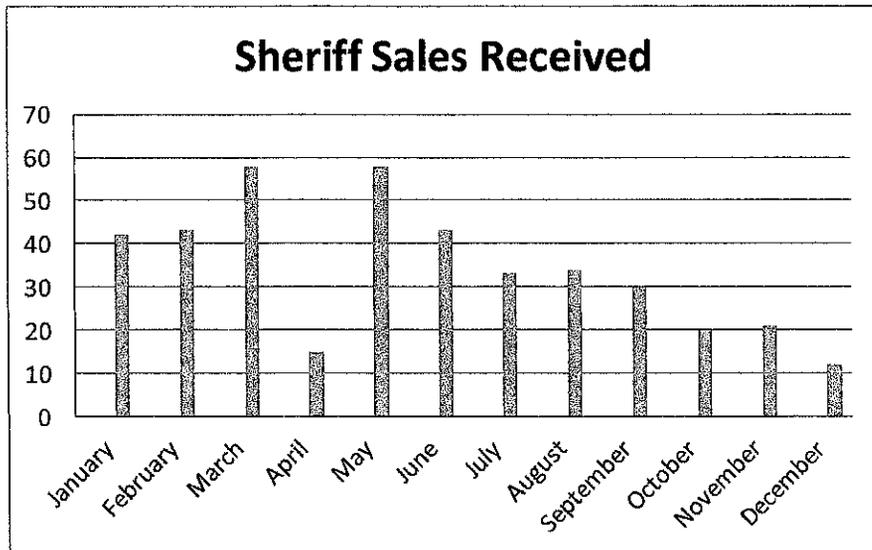
JANUARY	368
FEBRUARY	359
MARCH	403
APRIL	277
MAY	384
JUNE	459
JULY	336
AUGUST	542
SEPTEMBER	457
OCTOBER	529
NOVEMBER	271
DECEMBER	472
<b>Total</b>	<b>4857</b>



# FISCAL/CIVIL DIVISION STATISTICS

## SHERIFF SALES RECEIVED 2011

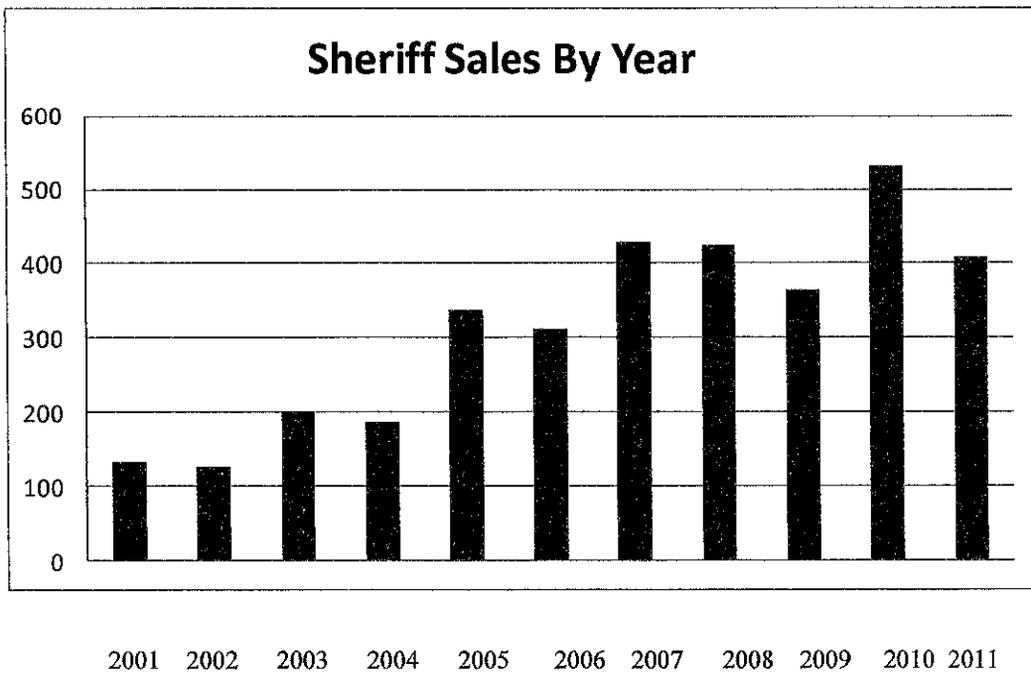
JANUARY	42
FEBRUARY	43
MARCH	58
APRIL	15
MAY	58
JUNE	43
JULY	33
AUGUST	34
SEPTEMBER	30
OCTOBER	20
NOVEMBER	21
DECEMBER	12
 TOTALS	 409



# FISCAL/CIVIL DIVISION STATISTICS

## SHERIFF SALES BY YEAR

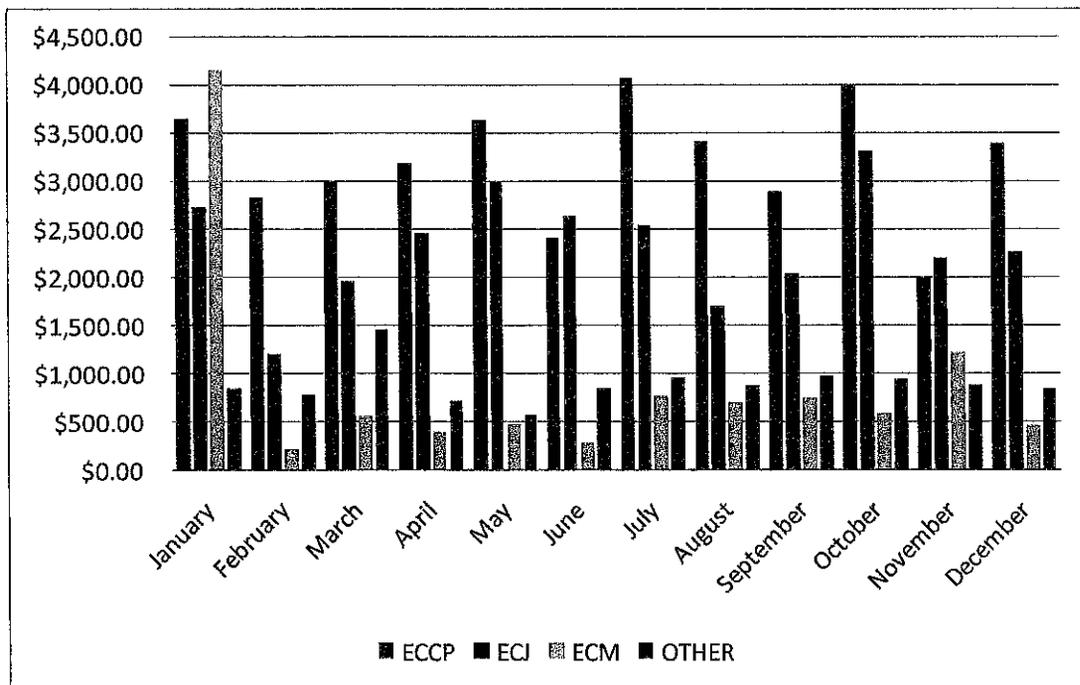
2001	133
2002	127
2003	201
2004	187
2005	337
2006	312
2007	429
2008	424
2009	365
2010	532
2011	409



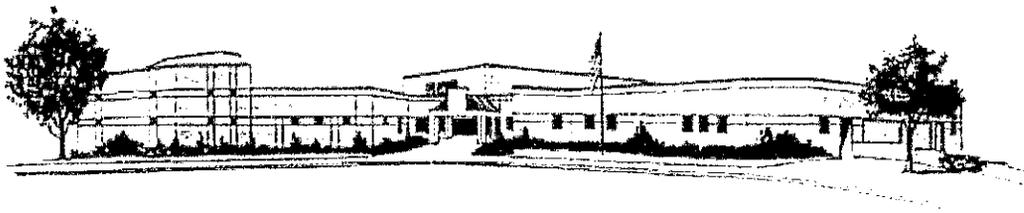
# FISCAL/CIVIL DIVISION STATISTICS

## FEES CHARGED IN DOLLARS 2010

	ECCP	ECJ	ECM	OTHER
JANUARY	\$3,649.00	\$2,743.00	\$4,148.00	\$854.12
FEBRUARY	\$2,827.44	\$1,201.00	\$224.00	\$789.92
MARCH	\$3,002.00	\$1,963.00	\$558.00	\$1,466.09
APRIL	\$3,189.00	\$2,464.32	\$407.00	\$719.44
MAY	\$3,637.44	\$3,000.00	\$473.00	\$572.48
JUNE	\$2,413.00	\$2,637.00	\$288.00	\$852.12
JULY	\$4,077.00	\$2,541.00	\$773.00	\$968.32
AUGUST	\$3,408.00	\$1,709.00	\$706.00	\$882.24
SEPTEMBER	\$2,902.00	\$2,041.00	\$757.00	\$984.24
OCTOBER	\$3,998.00	\$3,323.44	\$599.00	\$947.36
NOVEMBER	\$2,009.00	\$2,198.00	\$1,223.00	\$877.44
DECEMBER	\$3,399.00	\$2,275.00	\$457.00	\$852.68
<b>TOTALS</b>	<b>\$38,510.88</b>	<b>\$28,095.76</b>	<b>\$10,613.00</b>	<b>\$10,766.45</b>



Erie County Sheriff's Office  
2800 Columbus Avenue  
Sandusky, Ohio 44870  
Voice 419-625-7951  
FAX 419-627-7547  
Toll Free 888-399-6065  
Website <http://www.eriecounty.oh.gov/sheriff/>  
E-mail [sheriff@eriecounty.oh.gov](mailto:sheriff@eriecounty.oh.gov)



**Erie County Sheriff's Office**  
**Breakdown of Payouts for Retired/Resigned Employees - 2010 and 2011**

Employee	Date	Vacation	Sick	Longevity	Holidays	Personal Time
Employee #1	1/1/2010	\$4,707.10	\$12,216.96	\$0.00	\$386.72	\$0.00
Employee #2	2/26/2010	\$16,786.00	\$5,755.20	\$0.00	\$0.00	\$0.00
Employee #3	12/31/2010	\$9,424.51	\$4,147.20	\$0.00	\$0.00	\$0.00
Employee #4	1/10/2011	\$345.90	\$1,266.00	\$0.00	\$368.96	\$922.40
Employee #5	1/15/2011	\$108.53	\$5,426.40	\$61.60	\$723.52	\$904.40
Employee #6	2/28/2011	\$712.29	\$24,181.32	\$578.24	\$969.92	\$0.00
Employee #7	4/16/2011	\$15,076.04	\$0.00	\$455.60	\$749.12	\$0.00
Employee #8	10/28/2011	\$90.93	\$22,602.17	\$2,160.00	\$1,939.84	\$0.00
Employee #9	11/30/2011	\$4,953.88	\$0.00	\$0.00	\$0.00	\$650.40
Employee #10	12/9/2011	\$14,390.10	\$15,108.25	\$0.00	\$0.00	\$0.00
Employee #11	12/15/2011	\$8,888.15	\$29,511.56	\$0.00	\$0.00	\$0.00
Employee #12	12/16/2011	\$3,433.90	\$30,902.11	\$0.00	\$0.00	\$0.00
Employee #13	12/16/2011	\$13,967.98	\$6,470.40	\$0.00	\$0.00	\$0.00
<b>Totals</b>		<b>\$92,885.31</b>	<b>\$157,587.57</b>	<b>\$3,255.44</b>	<b>\$5,138.08</b>	<b>\$2,477.20</b>

Note: Above does not include cooks who terminated in March of 2010

2010 Holiday Overtime        \$32,132.91  
2011 Holiday Overtime        \$30,746.37

Number of overtime hours (special details) filled by a captain rather than a bargaining unit member is 72 hours in 2011, which is the first year special details were paid out of our payroll account and then reimbursed. So far in 2012, it is 38.3 hours, or approximately \$35,000.



**Current Contract Agreement**

15.06 Payment of all holidays outlined in 15.01 above shall be made to an employee at this regular straight hourly rate in a lump sum in three individual checks for each benefit (longevity, holiday, and regular paycheck) on the normal pay day in the first pay period of December of each year. An employee shall not be entitled to any interest which may accrue on such deferred holiday pay.

**Proposed Holiday Payment Agreement**

OR 1-26-12

15.06 Payment of all holidays outlined in 15.01 above shall be made to an employee at this regular straight hourly rate in a lump sum in two individual checks for each benefit (holiday and regular paycheck) on the normal pay day in the ~~first~~ <sup>first</sup> pay period of November of each year. An employee shall not be entitled to any interest which may accrue on such deferred holiday pay.

T.A.  
OR  
1-26-12

TA - 2nd pay Nov.  
Margaret  
1-26-12

1-10-12 Union proposal (CO)



FOP Proposal #: 2

Erie: Depts / Sgts/ Lts

Date: 12/19/2011

Page 1 of: 1

Article # 15.07 Change of Language for Payment of Holidays

Payment for all holidays outlined in Section 15.01 above, shall be made to an employee at his/her regular straight time hourly rate in a lump sum in a draft, in one separate check, on the normal pay day in the ~~first~~ pay period of ~~December~~ (November) of each year. An employee shall not be entitled to interest which may accrue on such deferred holiday pay.

*second*

*4-11-12*

For the Union

*[Signature]*

\_\_\_\_\_

Name

\_\_\_\_\_

Name

\_\_\_\_\_

Name

\_\_\_\_\_

Name

\_\_\_\_\_

Name

\_\_\_\_\_

Date

For the Employer

*[Signature]*

\_\_\_\_\_

Name

*[Signature]*

\_\_\_\_\_

Name

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Name

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Date

