

State of Ohio
STATE EMPLOYMENT RELATIONS BOARD
Statutory Fact Finding Procedures

	)	Cases Nos. 2013-MED-09-1005,
	)	2013-MED-09-1006
Ohio Patrolmen's Benevolent Association)	
Labor Organization)	
	)	GREGORY P. SZUTER, FACT FINDER
and)	
)	
Williams County Sheriff	)	REPORT AND
Public Employer)	RECOMMENDATION
)	

for the Labor Organization:
Michelle T. Sullivan
ALLOTTA, FARLEY CO., L.P.A.
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<<msullivan@allottafarley.com>>
419-227-4945

for the Public Employer:
Fred Lord
CLEMANS, NELSON AND ASSOCIATES
417 N. West Street
Lima, OH 45801
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419-227-4945

Also in attendance:
Deputy Sheriff Douglas Moser
Deputy Sheriff Michelle Jacob
Deputy sheriff Scott Shuping
Lieutenant Deputy Sheriff Jeff Romes

Also in attendance:
Sheriff Stephen Towns
Administrator Rex E. Lawrence

Hearing Bryan, Ohio, April 15, 2014
Award Issued :April 28, 2014

INTRODUCTION

The Williams County Sheriff (herein also "Employer" or "Sheriff") and Ohio Patrolman's Benevolent Association, (herein "Union" or "OPBA") are parties to this statutory fact finding procedure ("fact finding") under Ohio R. C. 4117 which is a form of advisory interest arbitration relating to establishing the terms for a collective bargaining agreement. This fact finding relates to the successor to the initial collective bargaining agreement ("CBA" or "Agreement") between the Union and the Employer. The bargaining unit had a prior certified bargaining agent which was succeeded by the OPBA for the CBA term of 2011-2013 .

UNIT FOR BARGAINING

The Sheriff of Williams Country Ohio provides law enforcement and investigative services and court house security in Williams County, county seat, Bryan, Ohio. The County participates in a regional (six county) jail and county wide shared emergency communication services so that those functions are not part of the Sheriff Office. Road patrol is its major function and is staffed by two deputies per shift on three shifts, 6:00 am; 2:00 pm and 10:00 pm start times. There is occasionally a third deputy as a result of staff scheduling.

There are two units for collective bargaining among the employees of the Sheriff that are represented by the Union. The unit represented in case *1006 is the unit of full time patrol deputy sheriffs. There are eleven members of the bargaining unit. The Union also represents another bargaining unit in case *1005, the unit of sergeants and lieutenants, having two members. Both units are participating in the negotiations for separate but similar agreements.

Other bargaining units among County employees are the communications, Board of MRDD, the Job and Family Services employees. The County nursing home employees and clerical

employees of the elected offices and court are not represented.

The parties met in negotiation for the terms of the CBA in accord with the law on January 20, and on February 11 and 19, 2014. Matters still at impasse between the Sheriff and the two units were submitted to advisory fact finding. Prior to the hearing the parties entered tentative agreements (TA) resolving several of the issues. The undersigned was appointed Fact Finder in this dispute by the State Employment Relations Board (SERB) by letter of November 17, 2013, pursuant to R.C. 4117.14(C)(3).

ISSUES

This Fact Finder's Report addresses the following issues at impasse as shown in the Parties' position statements as of the opening of hearing.

1. Article 24 Healthcare Insurance
2. Article 20 Wages
3. Article 16 Funeral Leave
4. Article Duration

The Fact Finder notes that five issues were unresolved in bargaining. One issue, Article 19 Holidays, had been an Employer proposal which was withdrawn prior to the opening of hearing without presentation. In the position statements, the parties both receded from any position on Holidays. The remaining four issues were resolved in mediation along with tentative agreements.

HEARING

The evidentiary hearing commenced on April 15, 2014, at Bryan, Ohio pursuant to the parties' stipulation in accord with O.A.C 4117-9-05(G). Pre-hearing statements of the issues were submitted by timely on April 14, 2014 in conformity with O.A.C 4117-9-05(F). The Parties' Mediated Settlement Memorandum and Tentative Agreements are at Appendix A and B respectively.

MEDIATION

The Ohio law encourages fact finders and conciliators to mediate disputes when practical. R.C. 4117.14 (C)(4)(f). After a good faith attempt to mediate the positions, the impasse was resolved as to that issue and all other open issues as set out in the agreed award below.

CRITERIA

In compliance with Ohio Revised Code § 4117.14C(4)(e) and Ohio Administrative Code Rule 4117-9-05(J) and 4117-9-05(K), the Fact Finder considered the following in making the findings s contained in this report:

1. Past collective bargaining agreements between the parties;
2. Comparison of the unresolved issues relative to the employees in the bargaining unit with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;
3. The interest and welfare of the public, the ability of the public Employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;
4. The lawful Authority of the public Employer;
5. Any stipulations of the parties;
6. Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of issues submitted to mutually agreed-upon dispute settlement procedures in the public service or in private employment.

For issues that became agreed by mediation and otherwise, any stipulations of the Parties, are the operative criteria.

REPORT AND RECOMMENDATION

ISSUE: Tentative Agreements

CONTRACT SECTIONS:

Article 7 Grievance Procedure

Article 8 Discipline

Article 11 Hours of Work

Article 13 Sick leave / Absence Policy

Article 20 Vacation

Outline for Memorandum Of Understanding on special assignments

POSITIONS: The Employer: The Employer has agreed in separate documents to tentative agreements on several of the issues before the start of hearing on the merits. Others were mutually withdrawn.

POSITIONS: The Union: The Union has agreed has agreed in separate documents to tentative agreements on several of the issues before the start of hearing o the merits. Others were mutually withdrawn.

FACT FINDINGS : The Tentative Agreements reported are those listed at **Attachment B.**

ISSUE Tentative Agreements Recommendation: The Fact-Finder recommends those agreements and changes. Those open terms that were not subject to tentative agreements but that were placed before the Fact Finder are subject to fact finding herein.

ISSUE: No. 1. Healthcare Insurance

CONTRACT : Article 24 Health Insurance

POSITIONS: The Union's Proposal: The Union proposed two modifications to the existing language. The first would introduce the commitment to substantially similar PPO type coverage in the event of changes. The second was a commitment that the Employer give the Union 60 day notice in advance of implementing of changes of listed types including those "permitted" by the ACA.

POSITIONS: The Employer's Proposal : The Employer proposed language that would recognize the necessity to make changes but subject to changes after 45 day notice.

FACT FINDINGS: The Union's concerns over changes similar to recent ones that affect the members' household expenses resulted in proposals that the changes be resolved by an opportunity negotiate over any form of changes or to potentially grieve those changes. The Employer recognized the obligation to bargain but balked at adding a parallel grievance process. It was also resistant to negotiating legally mandated changes. The Union conceded legally mandated change would beyond the parties ability to revise in negotiation and agreed to modify its proposal.

ISSUE 1 Recommendation: After mediation the Union modified its proposal in response to the Sheriff. The proposal receded from the "substantially similar" clause but maintained the advance notice that would permit negotiation but allowing 45 day notice. The language recommended as agreed in mediation is at Article 24.1. **Appendix C.**

ISSUE: No. 2. Wages

CONTRACT : Article 20 Wages

POSITIONS: The Employer's Proposal : (6% in 3 years overall)

2014 3% (retroactive 1/1)
2015 2% (1/1)
2016 1% (1/1)

POSITIONS: The Union's Proposal: (>15% in 3 years overall)

2014 5% (retroactive 1/1)
with hourly shift differential (new) \$0.50 afternoon/ \$0.35 midnight.
2015 5% (1/1)
2016 5% (1/1)

FACT FINDING :

The Union asserted that there had not been wage improvement since 2010 which was before it succeeded to the bargaining agency. There had been layoffs in 2009 half of which were eventually recalled. For 2011 the CBA based on Fact Finder Report & Recommendation had a two year wage freeze followed by a reopener which initially concluded with a lump sum payment equivalent to 1%. However, layoffs of additional persons was announced in late 2011. To avoid further layoffs in the reopener year the Union accepted certain temporary concessions for 2013. The Union argues there is a consistently high annual carry over balance for the County's general fund and the County is comparatively better off than others nearby. No evidence was presented on these arguments.

The Employer does not dispute the history of wage changes and layoffs but adds that the concessions were very short lived and that they occurred in the period in which similar constraints operated on other counties. Thus on a comparative basis the units did not lose ground. No evidence was presented on these arguments. A 3% increase for non-bargaining personnel of the County was announced for 2014. The timing, hence the cost, was in dispute between the parties. No evidence was offered on the dispute. The Sheriff revised his proposal which also included a modified shift differential based on the City of Bryan to be installed on a trial basis.

ISSUE 2 Recommendation: As to Issue 2, Wages (Article 20), the Sheriff's modified Proposal after mediation is recommended. See **Appendix D:**

(>7% in 3 years overall)

2014 3% (retroactive 1/1) with hourly shift differential (new) \$0.30 afternoon and midnight, provided minimum of three hours work in that period.
2015 2% (1/1)
2016 2% (1/1)

ISSUE: No. 3. Funeral Leave

CONTRACT : Article 16 Funeral Leave

POSITIONS: The Employer's Proposal : Modification of funeral leave to accommodate time off for reasons of trust/estate administration to be taken from vacation leave with other changes.

POSITIONS: The Union's Proposal: Opposed.

FACT FINDINGS :

A grievance had arisen in which a deputy sought funeral time for administration of a decedent estate. The Sheriff did not find language to approve of the leave in the existing agreement and proposed terms to cover that eventuality.

ISSUE 3 Recommendation: After mediation the Sheriff modified its proposal in response to the Union to agree that decedent administration time be taken from vacation or compensatory time. The language recommended as agreed in mediation is at Article 16.1. **Appendix E.**

ISSUE: No. 4. Duration

CONTRACT : Article 38 Duration

POSITIONS: The Employer's Proposal : Effective date January 1, 2014 to December 31, 2016

POSITIONS: The Union's Proposal: None

FACT FINDING :

Both parties agreed to the Proposal of the Sheriff as to duration is related and will be ordered.

ISSUE 4 Recommendation: As to Issue 4, Duration (Article 38), the Sheriff's final proposal is recommended. See attached **Appendix F.**

Made and entered at Cuyahoga County, Ohio
April 28, 2014



Gregory P. Szuter, Fact Finder

PROOF OF SERVICE:

The foregoing has been sent by electronic mail via the internet on April 28, 2014, to both Ohio Patrolmen's Benevolent Association and the Williams County Sheriff in care of their representatives per addresses shown on the cover and filed with the State Employment Relations Board in the same manner.

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APPENDIX A

Williams County Sheriff
Employer Proposal #2
OPBA — Deputies Unit

ARTICLE 7
GRIEVANCE PROCEDURE

Section 7.1. Current agreement.

Section 7.2. Current agreement.

Section 7.3. Current agreement.

Section 7.4. Current agreement.

Section 7.5. The following steps shall be followed when processing grievances:

STEP 1. A grievance must **first** be submitted in writing to the ~~Chief Deputy~~ **the employee's shift Lieutenant or in the absence of the shift Lieutenant another available Lieutenant** within ten (10) calendar days after the grievant knows or should have known of the incident giving rise to the grievance, otherwise it will be considered not to have existed.

The employee shall make an earnest, honest effort to settle the dispute or controversy through verbal discussions between the employee and his/her immediate supervisor. The immediate supervisor shall give a written answer within five (5) calendar days of receiving the grievance.

Grievances involving suspensions or terminations may be appealed directly to Step 2.

STEP 2. If the grievance is not resolved in Step 1, a written grievance must be filed with the ~~Chief Deputy~~ **Administrative Officer/Bailiff** within five (5) calendar days of receipt of the answer at Step 1. It shall be the responsibility of the ~~Chief Deputy~~ **Administrative Officer/Bailiff** to investigate the matter, hold a hearing if deemed necessary, and provide a written response within seven (7) calendar days following the day on which the ~~Chief Deputy~~ **Administrative Officer/Bailiff** was presented the grievance. The employee may be represented by the union representative at this step if the employee so desires.

STEP 3. If the grievance is not resolved at Step 2, it may then ^{*WSP*} be appealed by the grievant to a meeting between the Sheriff ~~or his/her designated representative~~ and the aggrieved employee, with a representative of the Union, if the employee so desires. The appeal to Step 3 must take place within seven (7) calendar days of the response in Step 2. The Employer shall respond to the aggrieved within fourteen (14) calendar days. The Employer shall notify the grievant and the OPBA Director in writing of any grievance resolution between the Employer and grievant.

STEP 4. Arbitration. If the grievance is not satisfactorily resolved at Step 3, it may be submitted to Arbitration upon request of the Union in accordance with this Section of this Article.

The OPBA, based upon the facts presented has the right to decide whether to request arbitration. Within fourteen (14) calendar days from the date of final answer on such grievance under Step 2,

Williams County Sheriff
Employer Proposal #2
OPBA — Deputies Unit

GRIEVANCE PROCEDURE (continued)

in the grievance procedure, the Union shall notify the Employer of its intent to seek arbitration over an unadjusted grievance. The Union may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due the arbitrator shall be paid by the party canceling the arbitration. Any grievance not submitted or processed within the calendar day periods described above shall be deemed settled on the basis of the last answer given by the Employer.

- A. After receipt of a request to arbitrate, a representative of each of the parties (the Union and the Employer) shall attempt to agree on an arbitrator. Should the representatives fail to agree on an arbitrator, the arbitrator shall be selected in the following manner:

The FMCS shall be jointly requested to submit a panel of nine (9) arbitrators from Ohio. The parties shall alternately strike the names of the arbitrators until only one name remains. The party requesting arbitration shall strike the first name. Either party may reject a list once and request from FMCS another list of nine (9) names.

The arbitrator shall limit his/her decision strictly to the interpretation, application, or enforcement of specific articles in this Agreement. He/she may not modify or amend the Agreement.

- B. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's scope of authority or jurisdiction. The first question to be placed before the arbitrator will be whether or not the grievance is arbitrable. If the arbitrator determines that the grievance is within the purview of arbitrability, the grievance will be heard on its merits before the same arbitrator. Nothing herein shall be interpreted to prevent an arbitrator from determining to hear both the issue of arbitrability and the merits of a grievance in a single hearing.
- C. The decision of the arbitrator shall be final and binding. The arbitrator shall be requested to issue his/her decision within thirty (30) calendar days after the conclusion of testimony and argument and the submission of post-hearing briefs if either party desires to submit such briefs.
- D. The costs of the services of the arbitrator, the costs of any proofs produced at the direction of the arbitrator, any other fees of the arbitrator, or the cost of a hearing room shall be borne equally by both parties. The expenses of any non-employee witnesses shall be borne, if any, by the party calling them. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing. The fees of the court reporter shall be paid by the party asking for one; such fees split equally if both parties desire a reporter, or request a copy of any transcripts.

Section 7.6. Current agreement.

Williams County Sheriff
Employer Proposal #1
OPBA — Sgts./Lts. Unit

CC except for 7.5, step 1

ARTICLE 7
GRIEVANCE PROCEDURE

Section 7.1. The term “grievance” shall mean all allegations by a bargaining unit employee that there has been a breach, violation, misinterpretation, or improper application of this Agreement. The grievance procedure is not intended to be used to effect changes in the articles of this Agreement or those matters which are controlled by the provisions of Federal law and/or by the Constitutions of the United States or the State of Ohio.

Section 7.2. Since specific administrative agency relief of a judicial or quasi-judicial nature is provided for by the statutes of the State of Ohio, or the United States for review or redress of Worker’s Compensation, Unemployment Compensation, E.E.O.C., and Civil Rights matters, such matters shall not be made the subject of a grievance and may not be processed as such. The employee and his/her representative may meet with the Employer in an effort to resolve the matter prior to the filing of a complaint or an appeal through such agency.

Section 7.3. All grievances must be presented at the proper step and time in progression, in order to be considered at the next step. If the Sheriff contends that a grievance has been submitted at the wrong step of the procedure, he shall notify the person filing the grievance and the Sheriff shall forward the grievance to its appropriate representative for response. This section shall not be interpreted as extending the time limits for filing or processing a grievance. Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of the Employer’s answer at the last completed step.

The aggrieved may withdraw a grievance at any point by submitting in writing, a statement to that affect, or by permitting the time requirements at any step to lapse without further appeal.

Any grievance not answered by the Employer’s representatives within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. Time limits set forth herein may only be extended by mutual agreement.

Section 7.4. All written grievances must contain the following information to be considered:

1. Aggrieved employee’s name and signature;
2. Date grievance was first discussed;
3. Date grievance was filed in writing;
4. Name of supervisor with whom grievance was discussed;
5. Date and time grievance occurred;
6. Where grievance occurred;

Williams County Sheriff
Employer Proposal #1
OPBA — Sgts./Lts. Unit

GRIEVANCE PROCEDURE (continued)

7. Description of incident giving rise to the grievance;
8. Articles and sections of the Agreement violated; and
9. Desired remedy to resolve grievance.

Section 7.5. The following steps shall be followed when processing grievances:

STEP 1. A grievance must be submitted in writing to the ~~Chief Deputy~~ **Administrative Officer/Bailiff** within ten (10) calendar days after the grievant knows or should have known of the incident giving rise to the grievance, ~~otherwise it will be considered not to have existed.~~

The employee shall make an earnest, honest effort to settle the dispute or controversy through verbal discussions between the employee and his/her immediate supervisor. The ~~Chief Deputy~~ **Administrative Officer/Bailiff** shall give a written answer within seven (7) calendar days of receiving the grievance.

STEP 2. If the grievance is not resolved in Step 1, a written grievance must be filed with the Sheriff within five (5) calendar days of receipt of the answer at Step 1. It shall be the responsibility of the Sheriff to investigate the matter, hold a hearing if deemed necessary, and provide a written response within fourteen (14) calendar days following the day on which the Sheriff was presented the grievance. The employee may be represented by the Union representative at this step if the employee so desires. The Employer shall notify the grievant and the OPBA Director in writing of any grievance resolution between the Employer and grievant.

STEP 3. Arbitration. If the grievance is not satisfactorily resolved at Step 2, it may be submitted to Arbitration upon request of the Union in accordance with this Section of this Article.

The OPBA, based upon the facts presented has the right to decide whether to request arbitration. Within fourteen (14) calendar days from the date of final answer on such grievance under Step 2, in the grievance procedure, the Union shall notify the Employer of its intent to seek arbitration over an unadjusted grievance. The Union may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due the arbitrator shall be paid by the party canceling the arbitration. Any grievance not submitted or processed within the calendar day periods described above shall be deemed settled on the basis of the last answer given by the Employer.

- A. After receipt of a request to arbitrate, a representative of each of the parties (the Union and the Employer) shall attempt to agree on an arbitrator. Should the representatives fail to agree on an arbitrator, the arbitrator shall be selected in the following manner:

GRIEVANCE PROCEDURE (continued)

The FMCS shall be jointly requested to submit a panel of nine (9) arbitrators from Ohio. The parties shall alternately strike the names of the arbitrators until only one (1) name remains. The party requesting arbitration shall strike the first name. Either party may reject a list once and request from FMCS another list of nine (9) names.

The arbitrator shall limit his/her decision strictly to the interpretation, application, or enforcement of specific articles in this Agreement. He/she may not modify or amend the Agreement.

- B. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's scope of authority or jurisdiction. The first question to be placed before the arbitrator will be whether or not the grievance is arbitrable. If the arbitrator determines that the grievance is within the purview of arbitrability, the grievance will be heard on its merits before the same arbitrator. Nothing herein shall be interpreted to prevent an arbitrator from determining to hear both the issue of arbitrability and the merits of a grievance in a single hearing.
- C. The decision of the arbitrator shall be final and binding. The arbitrator shall be requested to issue his/her decision within thirty (30) calendar days after the conclusion of testimony and argument and the submission of post-hearing briefs if either party desires to submit such briefs.
- D. The costs of the services of the arbitrator, the costs of any proofs produced at the direction of the arbitrator, any other fees of the arbitrator, or the cost of a hearing room shall be borne equally by both parties. The expenses of any non-employee witnesses shall be borne, if any, by the party calling them. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing. The fees of the court reporter shall be paid by the party asking for one; such fees split equally if both parties desire a reporter, or request a copy of any transcripts.

Section 7.6. When an employee covered by this Agreement chooses to represent himself/herself in the presentation of a grievance, no adjustment of the grievance will be inconsistent with the terms of this Agreement. Prior to the adjustment of any such grievance, the appropriate Union representative will be notified of his/her right to be present at the adjustment or arbitration.

Section 7.7. The Union shall use a grievance form which shall provide the information outlined in Section 7.4. The Union shall have the responsibility for the duplication, distribution, and accounting of the grievance forms. The approved and agreed upon grievance form appears at the end of the Agreement.

Williams County Sheriff
Employer Proposal #1
OPBA — Sgts./Lts. Unit

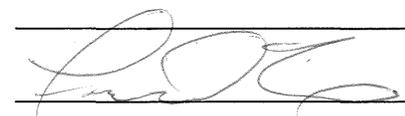
GRIEVANCE PROCEDURE (continued)

Section 7.8. Where a group of bargaining unit members desire to file a grievance involving a situation affecting several bargaining unit members in the same manner, the OPBA or the Director shall file a Class Action grievance on behalf of the affected employees. Such a grievance shall identify the names and be signed by at least one (1) of the affected employees who desire to file the Class Action grievance. Persons not signing the Class Action grievance who wish to be covered by the grievance; however, must provide a written notice of their desire to be covered by said grievance prior to the case proceeding to arbitration.

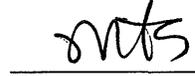
FOR THE EMPLOYER:







FOR THE OPBA:





Date Submitted: _____

Date Signed: _____ 2.11.14

Williams County Sheriff
Employer Proposal #2
OPBA — Deputies Unit

ARTICLE 8
DISCIPLINE

Section 8.1. Current agreement.

Section 8.2. Current agreement.

Section 8.3. Current agreement.

Section 8.4. Current agreement.

Section 8.5. Current agreement.

Section 8.6. Current agreement.

Section 8.7. Current agreement.

Section 8.8. Current agreement.

Section 8.9. Current agreement.

Section 8.10. Use of Last Chance Agreements.

In cases where an employee is alleged to have engaged in severe misconduct and termination would be an appropriate penalty for the alleged misconduct, the Employer, the Union, and the employee may enter into a last chance agreement. A last chance agreement is a non-precedent setting agreement between the parties in which the employee retains his or her employment in exchange for the employee's agreement to engage in no further misconduct as specified in the last chance agreement.

The Employer acknowledges its obligation to negotiate with the Union over the terms of the last chance agreement. However, because a last chance agreement affects the terms and conditions of employment of only the individual employee named herein, the use of last chance agreement shall not require a vote of the union membership or ratification by the legislative authority.

(SIGNATURE LINES ON FOLLOWING PAGE)

Williams County Sheriff
Employer Proposal #2
OPBA — Deputies Unit

DISCIPLINE (continued)

FOR THE EMPLOYER:

Sherriff [Signature]
De Laune
[Signature]

FOR THE OPBA:

MTS
SES
[Signature]

Date Submitted: _____

Date Signed: 2.11.14

ARTICLE 8
DISCIPLINE

Section 8.1. Current agreement.

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The Employer acknowledges its obligation to negotiate with the Union over the terms of the last chance agreement. However, because a last chance agreement affects the terms and conditions of employment of only the individual employee named herein, the use of last chance agreement shall not require a vote of the union membership or ratification by the legislative authority.

(SIGNATURE LINES ON FOLLOWING PAGE)

Williams County Sheriff
Employer Proposal #2
OPBA — Sgts./Lts. Unit

DISCIPLINE (continued)

FOR THE EMPLOYER:

Sheff. D. Farn
Al. Lawer

[Signature]

FOR THE OPBA:

MTS
J.R.

[Signature]

Date Submitted: _____

Date Signed: 2.11.14

Williams County Sheriff
Employer Proposal #2
OPBA — Sgts./Lts. Unit

** Change references to Deputies as appropriate*

ARTICLE 11
HOURS OF WORK AND OVERTIME

Section 11.1. Regular Hours.

The length of the regular work day, a minimum of eight (8) hours shall otherwise be set at the discretion of the Sheriff based on budgetary and operational needs

1. The regular work schedule shall be no more than one hundred sixty (160) hours in a twenty-eight (28) day work period.
2. The Sheriff will establish fixed shifts and swing shifts to cover for days off. Sergeants and Lieutenants will work established fixed schedules as determined by the Sheriff.
3. Employees will bid on their shift and day off preference beginning on ~~November~~ **September 1**, and ~~May~~ **March 1** of each year. **Bidding sheets will be circulated or posted no later than thirty (30) days prior to either September 1 or March 1.** Lieutenants and Sergeants will use classification seniority to bid their shift. Employees will be notified as to their respective shift and days off assignments no later than ~~thirty (30)~~ **fourteen (14)** calendar days prior to the bid effective dates of ~~January 1~~ **October**, and ~~July 1~~ **April**, respectively. **The parties may mutually agree, on a mutual basis, to bid shifts three (3) times per year. In this event, the bids will be effective during the first full pay period of January, May, and September, respectively.**
4. The Sheriff may change an employee's regular shift on a temporary basis to provide coverage for employee absences, to allow for special training opportunities, and to provide extra staffing required by special circumstances. **"Temporary" is defined as a period of time that is less than one-half (1/2) of the applicable bid cycle.** Employees ~~shall be selected on a least seniority basis from among those employees~~ on a shift with staffing available to cover the assignment **shall first be given an opportunity to volunteer for the assignment in order of seniority, with the most senior employee having the first opportunity to volunteer. If no employee volunteers for the temporary shift change, the least senior deputy on the shift with available staffing shall be required to cover the assignment.**

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Section 11.2. Overtime and Compensatory Time.

1. All employees shall **normally** receive overtime compensation for all hours worked in excess of one hundred sixty (160) hours in a twenty-eight (28) day work period. **However, for the duration of this agreement, the Sheriff agrees to compensate overtime based on eligible hours in active pay status worked in excess of eighty (80) hours in a fourteen (14) day work period. If the Sheriff determines that his budget can no longer sustain said change in how**

Williams County Sheriff
Employer Proposal #2
OPBA — Sgts./Lts. Unit

HOURS OF WORK AND OVERTIME (continued)

Section 11.3. Current agreement.

FOR THE EMPLOYER:

RL Lewis
[Signature]

FOR THE OPBA:

MTS
mt
AR
J.R.

Date Submitted: _____

Date Signed: 2.19.14



ARTICLE 13
SICK LEAVE/ABSENCE POLICY

Section 13.1. Current agreement.

Section 13.2. Current agreement.

Section 13.3. Current agreement.

Section 13.4. Current agreement.

Section 13.5. Current agreement.

Section 13.6. Current agreement.

Section 13.7. Current agreement.

Section 13.8. Current agreement.

Section 13.9. Current agreement.

Section 13.10. Any pattern of sick leave abuse or single egregious abuse of sick leave may be just cause for disciplinary action ~~as may be determined by the Sheriff or his designee.~~ **Pattern abuse consists of, but is not limited to, absence while on sick leave as evidenced by a frequency or pattern contiguous with or related to holidays, weekends, scheduled days off, vacation days and/or consistent regular usage, or a (method of usage of available sick leave.)** ~~Use of sick leave for four (4) or more separate incidents in any twelve (12) month rolling period will result in a verbal warning.~~

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~~Once the employee has received a verbal warning, if the employee has two (2) incidents of sick leave in any rolling six (6) pay periods measured from the date of the last incident, the employee shall be subject to a written reprimand.~~

~~Once the employee has received the written reprimand, if the employee has two (2) incidents of sick leave in any rolling six (6) pay periods measured from the date of the last incident, the employee shall be subject to a five (5) day suspension.~~

~~Once the employee has received a five (5) day suspension, if the employee has two (2) incidents of sick leave in any rolling six (6) pay periods measured from the date of the last incident, the employee shall be subject to termination. The termination, however, shall be subject to the issue of just cause.~~

~~An employee not using sick leave for any rolling ten (10) pay periods shall drop back one (1) step in the progressive discipline scheme. Pay periods counted toward the drop back provision shall not be counted towards earning further entitlement to a drop back. For example, an~~

Williams County Sheriff
Employer Proposal #2
OPBA — Deputies Unit

SICK LEAVE/ABSENCE POLICY (continued)

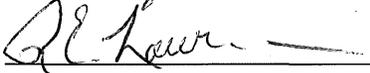
~~employee, after receiving a five (5) day suspension does not use sick leave for fifteen (15) consecutive pay periods, his next disciplinary step would again be another five (5) day suspension. If, on the other hand, he does not use sick leave for twenty (20) consecutive pay periods, his next disciplinary step would again be a written warning.~~

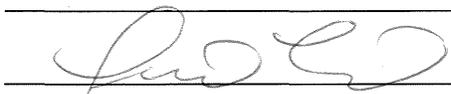
~~For the purpose hereof, an "incident" is a consecutive period of time covered by sick leave. For example, an employee scheduled to work Friday, Saturday, and Sunday, off Monday and Tuesday and scheduled Wednesday and Thursday who leave work early using sick leave on Friday, remains in sick leave Saturday and Sunday, returns to work on Wednesday and is off again on sick leave Thursday would have accumulated two (2) incidents of sick leave. Any absence covered by a doctor's note will not be considered an "incident" for purposes of this section. If an employee unable to complete a shift due to illness, the absence for the balance of the shift shall not be considered an "incident" for purposes of this section.~~

Section 13.11. Current agreement.

FOR THE EMPLOYER:







FOR THE OPBA:







Date Submitted: 2-11-14

Date Signed: 2.11.14

Williams County Sheriff
Employer Proposal #2
OPBA — Sgts./Lts. Unit

ARTICLE 13
SICK LEAVE/ABSENCE POLICY

Section 13.1. Current agreement.

Section 13.2. Current agreement.

Section 13.3. Current agreement.

Section 13.4. Current agreement.

Section 13.5. Current agreement.

Section 13.6. Current agreement.

Section 13.7. Current agreement.

Section 13.8. Current agreement.

Section 13.9. Current agreement.

Section 13.10. Any pattern of sick leave abuse or single egregious abuse of sick leave may be just cause for disciplinary action **as may be determined by the Sheriff or his designee. Pattern abuse consists of, but is not limited to, absence while on sick leave as evidenced by a frequency or pattern contiguous with or related to holidays, weekends, scheduled days off, vacation days and/or consistent regular usage, or a method of usage of available sick leave.** Use of sick leave for four (4) or more separate incidents in any twelve (12) month rolling period will result in a verbal warning.

~~Once the employee has received a verbal warning, if the employee has two (2) incidents of sick leave in any rolling six (6) pay periods measured from the date of the last incident, the employee shall be subject to a written reprimand.~~

~~Once the employee has received the written reprimand, if the employee has two (2) incidents of sick leave in any rolling six (6) pay periods measured from the date of the last incident, the employee shall be subject to a five (5) day suspension.~~

~~Once the employee has received a five (5) day suspension, if the employee has two (2) incidents of sick leave in any rolling six (6) pay periods measured from the date of the last incident, the employee shall be subject to termination. The termination, however, shall be subject to the issue of just cause.~~

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Williams County Sheriff
Employer Proposal #2
OPBA — Sgts./Lts. Unit

SICK LEAVE/ABSENCE POLICY (continued)

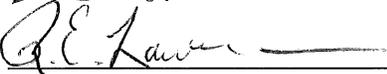
~~employee, after receiving a five (5) day suspension does not use sick leave for fifteen (15) consecutive pay periods, his next disciplinary step would again be another five (5) day suspension. If, on the other hand, he does not use sick leave for twenty (20) consecutive pay periods, his next disciplinary step would again be a written warning.~~

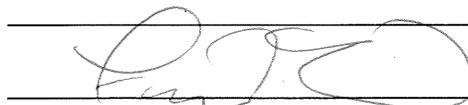
~~For the purpose hereof, an "incident" is a consecutive period of time covered by sick leave. For example, an employee scheduled to work Friday, Saturday, and Sunday, off Monday and Tuesday and scheduled Wednesday and Thursday who leave work early using sick leave on Friday, remains in sick leave Saturday and Sunday, returns to work on Wednesday and is off again on sick leave Thursday would have accumulated two (2) incidents of sick leave. Any absence covered by a doctor's note will not be considered an "incident" for purposes of this section. If an employee unable to complete a shift due to illness, the absence for the balance of the shift shall not be considered an "incident" for purposes of this section.~~

Section 13.11. Current agreement.

FOR THE EMPLOYER:



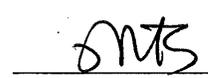




Date Submitted: 2-11-17

Date Signed: 2.11.17

FOR THE OPBA:





ARTICLE 18
VACATION

Section 18.1. Current agreement.

Section 18.2. Current agreement.

Section 18.3. Current agreement.

Section 18.4. Current agreement.

✓ **Section 18.5.** Vacation shall be bid on the basis of seniority concurrent with the shift bidding periods set forth in Article 11, Section 11.1 for the duration of the corresponding shift assignment. Any scheduling vacation time scheduled outside of the bidding periods is subject to the approval of the Sheriff and will be reviewed on a first come, first served basis. Requests for vacation in excess of one (1) day shall be made ten (10) calendar days before the requested vacation, except in case of emergency. Requests for vacation for one (1) day may be approved with less than ten (10) calendar days notice provided there is adequate staffing on the affected shift. Approvals/denials shall be in writing.

Section 18.6. Current agreement.

✓ **Section 18.7.** An employee may accumulate vacation to a total of three (3) weeks at their current rate of longevity. The vacation may be banked for use at their termination of employment, or in case of an extended illness, whereby their sick time becomes depleted. Carry over vacation cannot be used for additional vacation leave for any given year. **Employees may request to cash in up to one-half of any unused but unbanked vacation time by giving written notice of their intention to do so no later than forty-five (45) days prior to their anniversary date.**

Section 18.8. Current agreement.

Section 18.9. Current agreement.

Section 18.10. Current agreement.

Section 18.11. Current agreement.

Section 18.12. Current agreement.

Section 18.13. Current agreement.

Section 18.14. Current agreement.

(SIGNATURE LINES ON FOLLOWING PAGE)

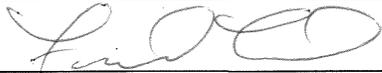
Williams County Sheriff
Employer Proposal #2
OPBA — Deputies Unit

VACATION (continued)

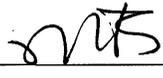
FOR THE EMPLOYER:







FOR THE OPBA:







Date Submitted: 2-11-14

Date Signed: 2-11-14

Williams County Sheriff
Employer Proposal #2
OPBA — Sgts./Lts. Unit

ARTICLE 18
VACATION

Section 18.1. Current agreement.

Section 18.2. Current agreement.

Section 18.3. Current agreement.

Section 18.4. Current agreement.

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Section 18.8. Current agreement.

Section 18.9. Current agreement.

Section 18.10. Current agreement.

Section 18.11. Current agreement.

Section 18.12. Current agreement.

Section 18.13. Current agreement.

Section 18.14. Current agreement.

(SIGNATURE LINES ON FOLLOWING PAGE)

Williams County Sheriff
Employer Proposal #2
OPBA — Sgts./Lts. Unit

VACATION (continued)

FOR THE EMPLOYER:

Date Submitted: 2-11-14

Date Signed: 2.11.14

FOR THE OPBA:

- MOU for all special assignments
- Special assignments to include but not limited, MAN Unit, Scale Team, Canine Unit, Detective, DARE Officer, Court Security Officer
- 80 hr pd. for calculating OT per Art. 11, Section 11.2
- Employees may request to "flex" their schedule within an 80 hr. period of the extra hrs. work
- Comp time, rolling, ^{(per 11.2(2))} can accumulate up to 120 hrs.
- Labor management meeting to discuss this MOU six (6) after execution of this CBA
- Sunsets 12 months after execution of CBA unless now extended by the parties

TA 8.19.14

OPBA
MBS
md
GRL
GEL



APPENDIX B

4-15-14 Williams County S.O. & OPBA
Mediated Agreement.

- (1) Union proposal on substantially similar healthcare - Rescinded
- (2) Union language on ^{healthcare} "responder" accepted by both ~~but~~ modified to 45 days from 60.

(3) Employer language on General leave accepted as modified to include only last sentence ^{ADDING COMP TIME BUT} NO OTHER CHANGES

~~(4) Union proposal for shift change differential with this shift~~

(5) Both agree to 3 year agreement

(6) Wages 7% over 3 years.
1/1 each year 3-2-2

→ (4) "20% shift differential for hours worked between 2pm to 6am provided employee works minimum of 3 hours in that time period."
[OTHER WISE ^{IN} SHIFT differential proposal of union RESCINDED]

4-15-14

TA FOR
SHERIFF
[Signature]

FOR
OPBA:
[Signature]
DM
JR
[Signature]

APPENDIX C

ARTICLE 24 HEALTH INSURANCE

Section 24.1. _ Each employee shall receive hospitalization and major medical insurance coverage equal to or better than the benefits and terms included in the Williams County Commissioners' insurance plan. **In the event the County seeks to implement changes to medical insurance, including but not limited to implementing a high deductible medical insurance plan removing spouses from coverage, or implementing other such changes permitted by the Affordable Care Act, it shall first serve the Union a notice to reopen this Article for negotiations pursuant to Revised Code Chapter 4117 no later than sixty (60) days advance prior to the effective date of desired changes.**

APPENDIX D

2013 MED 09 1005

(subject to arithmetic verification by the parties)

ARTICLE 20 - WAGES

Section 20.1. The following wage schedules are adopted for the term of this Agreement:

Classification	Hire <u>Date</u>	End of <u>1st year</u>	End of <u>2nd year</u>	End of <u>3rd year</u>	End of <u>4th year</u>
----------------	---------------------	---------------------------	--------------------------------------	--------------------------------------	--------------------------------------

Effective beginning the first full period after January 1, 2014 each employee shall receive a three percent (3%) increase.

Lieutenant	\$46,981.85	\$48,928.72	\$50,875.61	\$52,822.49	\$54,796.88
Sergeant	\$42,684.05	\$44,465.62	\$46,247.19	\$48,028.77	\$49,819.51

Effective beginning the first full period after January 1, 2015, each employee shall receive a two percent (2%) increase.

Lieutenant	\$47,921.49	\$49,907.29	\$51,893.42	\$53,878.94	\$55,892.82
Sergeant	\$43,537.73	\$45,354.93	\$47,172.13	\$48,989.35	\$50,815.90

Effective beginning the first full period after January 1, 2016 each employee shall receive a one percent (2%) increase.

Lieutenant	\$48,879.92	\$50,905.44	\$52,930.98	\$54,956.52	\$57,010.68
Sergeant	\$44,408.49	\$46,262.03	\$48,115.57	\$49,969.14	\$51,832.22

~~*Only if, at the sole discretion of the Employer, the position of lieutenant, now vacant, is filled during the term of this Agreement.~~

~~Either party may reopen Article 20 - Wages by providing written notice to the other party between September 1, 2012 and October 1, 2012, for the sole purpose of conducting negotiations on wage rates to be effective on or after January 1, 2013.~~

Section 20.2 Current Agreement

Section 20.3 Current Agreement

Section 20.4 {New Section}: Employees shall be compensated with an additional sum of twenty cents (\$.20) per hour for each hour worked between 2:00 p.m. and 6:00 a.m. PROVIDED the employee works a minimum of three hours during such period.

APPENDIX D

2013 MED 09 1006

(subject to arithmetic verification by the parties)

ARTICLE 20 - WAGES

Section 20.1. The following wage schedules are adopted for the term of this Agreement:

Classification	Hire <u>Date</u>	End of <u>1st year</u>	End of <u>2nd year</u>	End of <u>3rd year</u>	End of <u>4th year</u>
----------------	---------------------	---------------------------	--------------------------------------	--------------------------------------	--------------------------------------

Effective beginning the first full period after January 1, 2014 each employee shall receive a three percent (3%) increase.

Deputy	\$36,839.80	\$39,187.08	\$41,534.29	\$43,881.57	\$46,228.81
--------	-------------	-------------	-------------	-------------	-------------

Effective beginning the first full period after January 2015, each employee shall receive a two percent (2%) increase.

Deputy	\$37,576.60	\$39,970.82	\$42,364.98	\$44,759.20	\$47,153.39
--------	-------------	-------------	-------------	-------------	-------------

Effective beginning the first full period after January receive a one percent (2%) increase.

Deputy	\$38,328.13	\$40,770.24	\$43,212.28	\$45,654.58	\$48,096.46
--------	-------------	-------------	-------------	-------------	-------------

The Sheriff may employ deputies who have not completed their basic training at rates below those specified in the above pay scale. Such employee shall be assigned to the above pay scale upon completion of basic training as determined by the Sheriff.

~~Either party may reopen Article 20 - Wages by providing written notice of the other party between September 1, 2012 and October 1, 2012, for the sole purpose of conducting negotiations on wage rates to be effective on or after January 1, 2013.~~

Section 20.2. Current agreement.

Section 20.3 {New Section}: Employees shall be compensated with an additional sum of twenty cents (\$.20) per hour for each hour worked between 2:00 p.m. and 6:00 a.m. PROVIDED the employee works a minimum of three hours during such period.

APPENDIX E

ARTICLE 16 FUNERAL LEAVE

Section 16.1. Funeral Leave. Three (3) days for death in immediate family as defined in sick leave, to be deducted from accumulated sick leave. Additional days may be approved by the Sheriff. Additional days, as needed, shall be allowed for the death of a spouse, parent or child and shall not count against the employee's entitlement to bonus vacation. **The employee may request additional days to allow time for matters in connection with the administration of the deceased's estate, to be deducted from accumulated vacation leave or compensatory time.**

Williams County Sheriff
Employer Fact-finding Proposal
OPBA

APPENDIX F

ARTICLE 38
DURATION

Section 38.1. Except as otherwise specified herein, this Agreement shall be effective upon signing and shall remain in full force and effect until December 31, ~~2013~~ **2016**.

Section 38.2. If either party desires to modify, or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date, nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt requested. The parties shall commence negotiations within two (2) calendar weeks following receipt of the Notice of Intent.

State of Ohio
STATE EMPLOYMENT RELATIONS BOARD
Statutory Fact Finding Procedures

	)	Cases Nos. 2013-MED-09-1005,
	)	2013-MED-09-1006
Ohio Patrolmen's Benevolent)	
Association)	
Labor Organization	)	GREGORY P. SZUTER, FACT FINDER
)	
and	)	ADDENDUM TO
	)	REPORT AND
Williams County Sheriff	)	RECOMMENDATION
Public Employer)	

for the Labor Organization:
Michelle T. Sullivan
ALLOTTA, FARLEY CO., L.P.A.
2222 Centennial Road
Toledo, OH 43617
<<msullivan@allottafarley.com>>
419-227-4945

for the Public Employer:
Fred Lord
CLEMANS, NELSON AND ASSOCIATES
417 N. West Street
Lima, OH 45801
<<flord@clemansnelson.com>>
419-227-4945

Also in attendance:
Deputy Sheriff Douglas Moser
Deputy Sheriff Michelle Jacob
Deputy sheriff Scott Shuping
Lieutenant Deputy Sheriff Jeff Romes

Also in attendance:
Sheriff Stephen Towns
Administrator Rex E. Lawrence

Hearing Bryan, Ohio, April 15, 2014
Award Issued : April 28, 2014
Addendum : April 29, 2014

INTRODUCTION

The Williams County Sheriff (herein also "Employer" or "Sheriff") and Ohio Patrolman's Benevolent Association, (herein "Union" or "OPBA") are parties to this statutory fact finding procedure ("fact finding") under Ohio R. C. 4117 which is a form of advisory interest arbitration relating to establishing the terms for a collective bargaining agreement. This fact finding relates to the successor to the initial collective bargaining agreement ("CBA" or "Agreement") between the Union and the Employer. The bargaining unit had a prior certified bargaining agent which was succeeded by the OPBA for the CBA term of 2011-2013 .

The hearing was held April 15, 2014 and the Report and Recommendation issued April 28, 2014. On the following morning Union Counsel send an email to the Fact Finder and Employer Advocate indicating three possible errors in the text. During the course of the day the Employer's Advocate suggested the errors were typographical and the Fact Finder admitted the typographical nature of the errors. The SERB Publication, "STATE EMPLOYMENT RELATIONS BOARD FACT-FINDING HEARING AND REPORT GUIDELINES," states as to "Error in the Report":

If the fact finder's report contains an error that needs correction, the parties should make a conference call to the fact finder to discuss the concern. Obvious typographical errors admitted by a fact finder do not require adjustment. If the report contains a substantive error and the parties require an adjustment to the report, the fact finder is to file a request with SERB for authorization to adjust the report [O.A.C Rule 4117-9-05(L)]. In the interim, the parties should conduct a vote upon the report with consideration of the error involved. Once SERB grants authorization for the fact finder to adjust the report, new timelines will be established for conducting a vote to accept or reject the report as adjusted. [O.A.C Rule 4117-9-05(L)].

A teleconference was held in which the non-substantive nature of the changes to be made was confirmed by all parties and the Fact Finder. The following Addendum is issued to substitute the pages containing the typographical errors with the changes marked by underscoring and strike outs.

**ADDENDUM TO
REPORT AND RECOMMENDATION**

1. The numeral amount "\$0.30" was transcribed where "\$0.20" was intended for the shift differential on page 5 of the Report and Recommendation. See Addendum #1.
2. The term "one percent" was transcribed where "two percent" was intended as shown by the numeral (2%) for the third year wages at Appendix D 2013 MED 09 1005 to the Report and Recommendation. See Addendum #2.
3. Reference to the unchanged issues in healthcare insurance (ie. Section 24.2) represented in the existing language was inadvertently omitted at Appendix C to the Report and Recommendation. See Addendum #3.

Made and entered at Cuyhoga County, Ohio
April 29, 2014



Gregory P. Szuter, Fact Finder

PROOF OF SERVICE:

The foregoing has been sent by electronic mail via the internet on April 29, 2014, to both Ohio Patrolmen's Benevolent Association and the Williams County Sheriff in care of their representatives per addresses shown on the cover and filed with the State Employment Relations Board in the same manner.

ADDENDUM # 1

ISSUE 1 Recommendation: After mediation the Union modified its proposal in response to the Sheriff. The proposal receded from the "substantially similar" clause but maintained the advance notice that would permit negotiation but allowing 45 day notice. The language recommended as agreed in mediation is at Article 24.1. **Appendix C.**

ISSUE: No. 2. Wages

CONTRACT : Article 20 Wages

POSITIONS: The Employer's Proposal : (6% in 3 years overall)

2014 3% (retroactive 1/1)
2015 2% (1/1)
2016 1% (1/1)

POSITIONS: The Union's Proposal: (>15% in 3 years overall)

2014 5% (retroactive 1/1)
with hourly shift differential (new) \$0.50 afternoon/ \$0.35 midnight.
2015 5% (1/1)
2016 5% (1/1)

FACT FINDING :

The Union asserted that there had not been wage improvement since 2010 which was before it succeeded to the bargaining agency. There had been layoffs in 2009 half of which were eventually recalled. For 2011 the CBA based on Fact Finder Report & Recommendation had a two year wage freeze followed by a reopener which initially concluded with a lump sum payment equivalent to 1%. However, layoffs of additional persons was announced in late 2011. To avoid further layoffs in the reopener year the Union accepted certain temporary concessions for 2013. The Union argues there is a consistently high annual carry over balance for the County's general fund and the County is comparatively better off than others nearby. No evidence was presented on these arguments.

The Employer does not dispute the history of wage changes and layoffs but adds that the concessions were very short lived and that they occurred in the period in which similar constraints operated on other counties. Thus on a comparative basis the units did not lose ground. No evidence was presented on these arguments. A 3% increase for non-bargaining personnel of the County was announced for 2014. The timing, hence the cost, was in dispute between the parties. No evidence was offered on the dispute. The Sheriff revised his proposal which also included a modified shift differential based on the City of Bryan to be installed on a trial basis.

ISSUE 2 Recommendation: As to Issue 2, Wages (Article 20), the Sheriff's modified Proposal after mediation is recommended. See **Appendix D:**

(>7% in 3 years overall)
2014 3% (retroactive 1/1) with hourly shift differential (new) ~~\$0.30~~ \$0.20 afternoon and midnight, provided minimum of three hours work in that period.
2015 2% (1/1)
2016 2% (1/1)

APPENDIX D

2013 MED 09 1005

(subject to arithmetic verification by the parties)

ARTICLE 20 - WAGES

Section 20.1. The following wage schedules are adopted for the term of this Agreement:

Classification	Hire <u>Date</u>	End of <u>1st year</u>	End of <u>2nd year</u>	End of <u>3rd year</u>	End of <u>4th year</u>
----------------	---------------------	---------------------------	--------------------------------------	--------------------------------------	--------------------------------------

Effective beginning the first full period after January 1, 2014 each employee shall receive a three percent (3%) increase.

Lieutenant	\$46,981.85	\$48,928.72	\$50,875.61	\$52,822.49	\$54,796.88
Sergeant	\$42,684.05	\$44,465.62	\$46,247.19	\$48,028.77	\$49,819.51

Effective beginning the first full period after January 1, 2015, each employee shall receive a two percent (2%) increase.

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Sergeant	\$44,408.49	\$46,262.03	\$48,115.57	\$49,969.14	\$51,832.22

~~*Only if, at the sole discretion of the Employer, the position of lieutenant, now vacant, is filled during the term of this Agreement.~~

~~Either party may reopen Article 20 - Wages by providing written notice to the other party between September 1, 2012 and October 1, 2012, for the sole purpose of conducting negotiations on wage rates to be effective on or after January 1, 2013.~~

Section 20.2 Current Agreement

Section 20.3 Current Agreement

Section 20.4 {New Section}: Employees shall be compensated with an additional sum of twenty cents (\$.20) per hour for each hour worked between 2:00 p.m. and 6:00 a.m. PROVIDED the employee works a minimum of three hours during such period.

ADDENDUM # 3

APPENDIX C

ARTICLE 24
HEALTH INSURANCE

Section 24.1. _ Each employee shall receive hospitalization and major medical insurance coverage equal to or better than the benefits and terms included in the Williams County Commissioners' insurance plan. **In the event the County seeks to implement changes to medical insurance, including but not limited to implementing a high deductible medical insurance plan removing spouses from coverage, or implementing other such changes permitted by the Affordable Care Act, it shall first serve the Union a notice to reopen this Article for negotiations pursuant to Revised Code Chapter 4117 no later than sixty (60) days advance prior to the effective date of desired changes.**

[Section 24.2. Current language](#)