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STATE EMPLOYMENT RELATIONS BOARD
STATE OF OHIO

In the Matter of Fact-finding Between:

ERIE COUNTY SHERIFF)	Case No. 96 MED 10-10869
Sandusky, Ohio)	10870
)	
and)	REPORT and RECOMMENDATIONS
)	
FRATERNAL ORDER OF POLICE)	Margaret Nancy Johnson
OHIO LABOR COUNCIL, INC.)	Fact-finder

Appearances

For the County Sheriff:
Terry R. Griffith, Esq.
Assistant County Prosecutor
Wayne Majoy, Chief Deputy
Eric Humphrey, Human Resource
George D. Hovey
Terry Lyons

For the Union:
Phil Hatch,
Staff Representative
Robert J. Werner, Sergeant
J. Longbrake, Deputy
Joseph McPeek, Lieutenant
Jeffrey S. Hippely, Deputy

Introduction

Lieutenants, Sergeants, and Deputies employed by the Erie County Sheriff, hereinafter "County" or "Sheriff," are represented for the purpose of collective bargaining by the Fraternal Order of Police, Ohio Labor Council, hereinafter "Union," or "FOP." As the parties were unable to negotiate a successor to the labor contract which expired on December 31, 1996, the State Employment Relations Board appointed Margaret Nancy Johnson as a factfinder in the labor impasse. Pursuant to Ohio Revised Code 4117.14 a factfinding hearing convened on January 28, 1997 in a conference room at the Erie County Administration Building, Sandusky, Ohio.

Issues

In accordance with O.R.C. 4117.14(C)(3)(a) the parties identified the following as issues remaining in dispute: Promotions, Vacations, Holidays, Personal Days, Sick Leave, Absence without Pay, Bulletin Boards, Hours of Work/Overtime, Maintenance of Standards, Contracting Out Work, Extraditions, Part Time Employees, Court Closings, Hospitalization, Wages, Severance Pay, Uniform Maintenance, PERS Pick-Up, Compensatory Time. The positions of the parties relative to these issues are set forth below, with proposed modifications to existing contract language presented first.

Positions of the Parties

I PROMOTIONS

Union

In order to ensure that individuals promoted to higher ranking positions have an ability and a working knowledge of the job, the Union proposes a minimum of five years as a Deputy as a contractual prerequisite for promotion to the rank of Sergeant and a minimum of four years as Sergeant for promotion to the rank of Lieutenant.

Sheriff

For over fifteen years the present contract language has functioned in the matter of promotions. The contract provides managerial flexibility to the Office of the Sheriff in selecting applicants based on a number of factors including seniority. Since the present system balances managerial interests with Union concern for job security, it ought not to be modified at this time.

II VACATIONS

Sheriff

Present contract language permits employees to carry-over vacation for a maximum of three years. Because the unit is a "senior" work force with substantial earned vacation time, vacation scheduling is frequently difficult. The carry-over compounds the problem with employees having even medium seniority able to take as much as eight weeks vacation in one year.

Union

The Union contends that the vacation carry-over is not a significant problem. In the absence of an overriding need to change the contract, it should not be modified at this time.

III HOLIDAYS

Union

The Union proposes an additional holiday and pay for holidays worked computed at the rate of double time in addition to the eight hours straight time holiday pay. The Union maintains that the current method of holiday pay calculation fails to compensate employees required to work on a traditional holiday.

Sheriff

The County maintains that it is not appropriate to compare this unit with other county units on the issue of holidays. This bargaining unit works a different work schedule and receives holiday pay in an annual lump sum. Moreover, it is a very well paid unit. The cost of the changes proposed by the Union per employee is substantial and should not be imposed on the employer.

IV PERSONAL DAYS

Union

The Union proposes two additional personal days to bring this unit more in line with other county employees. Even though

this unit works a non-traditional work schedule, it has less personal time off than other county employees. The changes proposed by the Union are intended to rectify this anomaly.

Sheriff

The personal day provisions of the Collective Bargaining Agreement are consistent with those throughout the county. The Sheriff is opposed to changing this language as the cost of the proposed language exceeds \$6,000 and no other unit in the state has five personal days.

V SICK LEAVE

Sheriff

For greater efficiency in the administration of the sick leave provisions of the Collective Bargaining Agreement the Sheriff proposes several modifications thereto. First, the Sheriff seeks to change the contract so that sick leave credit is earned at the rate of 4.6 hours for each bi-weekly pay period rather than eighty hours of service. Because the department has one payroll clerk, calculations of minuscule amounts of accrual for this unit are inefficient and burdensome. The proposal of the Sheriff will rectify a problem grieved by the Union when employees worked overtime. There is no loss to any employee in changing the language in the manner proposed by the Sheriff.

Second, the Sheriff proposes requiring a medical diagnosis, prognosis and return to work date when an employee is on an extended leave. In the past medical leaves have not been properly documented.

Third, the Sheriff seeks the authority to return an individual to work if the employee is found to be fit following a medical examination.

Fourth, the Sheriff seeks a two hour call in for sick leave or emergency time off. The current one hour call in time is not sufficient to replace the employee.

Fifth, the Sheriff seeks to incorporate progressive discipline into the Collective Bargaining Agreement for misuse of sick leave. Comparable language has been negotiated for another unit.

The proposals of the Sheriff seek to correct present problems the County has with sick leave provisions and to enable the County to receive the information it needs to make appropriate managerial decisions.

Union

The FOP seeks to maintain the current language in the sick leave provisions of the Agreement as the same has not created significant problems for the administration. On the other hand, the Union can anticipate potential problems with the language proposed by the Sheriff and it opposes any changes that may compromise the care provided by an attending physician. The disciplinary provisions proposed by the Sheriff are unnecessary. Finally, applicable federal law supercedes the "accomodation" language proposed by the Sheriff.

VI ABSENCE WITHOUT PAY

Sheriff

The Sheriff proposes modifying the present provisions on Leaves of Absence without Pay by inserting language which will comply with the Federal Family and Medical Leave Act.

Union

The Union proposes maintaining the current language as the changes which the Sheriff seeks do not comply with statutory provisions.

VII HOURS OF WORK/OVERTIME

Union

The Union seeks to establish a bid procedure for the assignment of shifts twice a year. Awarded by various factfinders in the past, bidding shifts is a reasonable way to accomodate employees required to work seven day/twenty-four hour weeks.

Sheriff

Because of the relatively small size of this unit, the employer must retain all manning rights to ensure that specialized skills of employees are evenly distributed. In order to accomodate the personal needs of employees, the Employer has permitted flexibility in shift trading. Prior impasse hearing officers have found there is no justification in this unit to restrict a basic managerial right in this way.

VIII BULLETIN BOARD

Sheriff

Because offensive and embarrassing cartoons have been placed on the bulletin board seen by the public, the Sheriff seeks to secure a key to the union board, or, in the alternative to move the bulletin board to a less public location.

Union

The Union is opposed to the proposal as it needlessly interferes with a negotiated right of the Union.

IX MISCELLANEOUS: MAINTENANCE OF STANDARDS

Sheriff

Since the parties have had a zipper clause in their agreement for the past twelve years, the present language on maintenance of standards is unenforceable and should be deleted from the contract.

Union

The Union seeks to retain the present contract language. As it is impossible to include everything in the written contract, the maintenance of standards language safeguards those methods of operation established by policy and practice.

EXTRADITIONS

Sheriff

The Sheriff proposes language which will enable the County to use non-bargaining unit employees for extraditions. While the proposal will effect a monetary savings to the County, more significantly, it will ensure personal safety. Involving

the bargaining unit on extraditions which require extensive travel is unsafe due to a fatigue factor. While the issue was arbitrated, the matter has not been satisfactorily resolved as sometimes extraditions are to distant points in contiguous states.

Union

Opposed to the extradition language set forth by the Sheriff, the Union proposes adding language to the contracting out work prohibition to include "any other persons" as well as agencies.

PART TIME EMPLOYEES

Sheriff

Due to a 42% rise in the operating budget of the Department in a three year period of time, the County seeks to permit use of part time employees as a way to curtail escalating costs.

Union

The Union is opposed to any language which will have the effect of undermining the bargaining unit.

X HOSPITALIZATION

Sheriff

Because the coverage provided pursuant to Appendix C of the contract is too complicated, the Sheriff proposes its elimination. Additionally, the Sheriff opposes any changes in the medical benefits for this unit as the plan provided by the Sheriff is part of a county-wide plan.

Union

The Union proposes adding prescription cards as an additional benefit to the hospitalization and major medical provisions.

XI WAGES: RATES OF PAY

Sheriff

In lieu of wage increases, the Sheriff proposes a lump sum payment to each classification in the last pay period of the contract. Increasing costs justify caution in these negotiations. The bargaining unit is a very well paid unit and the increases proposed by the Union are disproportionate to the job and inconsistent with comparables throughout the state.

Union

The Union seeks to initiate spreads between the classifications which tie this unit to wage rates paid to another bargaining unit in the County. Wage spreads are a common way to establish rates of pay for law enforcement units. Accordingly, the Union proposes implementing the same for this bargaining unit.

OFFICER IN CHARGE

Union

The Union proposes language whereby a Deputy working as an officer in charge in the absence of a supervisor, Sergeant or Lieutenant, is paid at the officer's rate of pay.

Sheriff

As the Union's contract is already an expensive one, the Sheriff is opposed to extending its costs in this manner.

SHIFT PREMIUM

Union

The Union proposes increasing the afternoon shift to 50¢ an hour and the midnight shift to 75¢ per hour.

Sheriff

The Sheriff maintains that the shift premium presently paid is competitive in the county and with comparable units elsewhere. The cost of the proposal of the Union over the three year contract is prohibitive and unreasonable.

LONGEVITY PAY

Union

The Union proposes increasing longevity payments for six year, thirteen year, and twenty year employees to \$350, \$550, and \$800 respectively.

Sheriff

As the present unit consists of senior employees, the potential costs to the Sheriff of the FOP proposal are excessive. On the other hand, the current longevity payments are consistent with the rest of the county and are comparable with units throughout the state.

CALL IN PAY

Union

The Union proposes increasing the minimum hours for call in pay from two to four hours.

Sheriff

The 100% increase proposed by the Union is without any justification. It is unreasonable and potentially disastrous for the County.

COURT TIME COMPENSATION

Union

The Union proposes increasing the minimum hours for court time compensation from two to four hours.

Sheriff

Attempts by the Union to obtain this increase in the past have been unsuccessful and should be resisted at the present as well. Although there are occasions when court time exceeds the two hour minimum, there are also instances of ten to fifteen minute appearances. The proposal is an unreasonable and an unjustified increase.

XII SEVERANCE PAY

Union

The Union proposes increasing severance pay to one-half of accrued sick leave. In addition, the Union seeks the removal of the maximum 240 hours.

Sheriff

The present contract language complies with the Ohio Revised Code and it is consistent with comparables throughout the state and with other units within the County.

XIII UNIFORM MAINTENANCE

Union

As the service is provided to comparable units in the state, the Union seeks dry cleaning for up to three uniforms for members of the bargaining unit.

Sheriff

Arguing that the uniforms provided by the County are of a special fabric not to be dry-cleaned, the Sheriff is opposed to providing this service to the bargaining unit.

XIV COMPENSATORY TIME

Union

The Union proposes the accrual of compensatory time up to 160 hours instead of payment of overtime. The accrual shall be paid or used within the year earned.

Sheriff

Because of scheduling problems, the Sheriff is opposed to the proposal of the Union. In addition, the potential cost to the employer is prohibitive.

XV PERS PICK UP

Union

The Union proposes that the entire employee contribution to PERS be picked up by the employer. As this employer has the ability to pay, the proposal of the Union is not exorbitant. In neighboring counties in Ohio, law enforcement units have PERS paid for by the employer. It is a reasonable and appropriate way to compensate employees independent of rate increases for services rendered.

Sheriff

The County is opposed to this proposal. Although the Sheriff offered participation in the Salary Reduction Plan during the prior negotiations, the Union was not interested. The Sheriff is opposed to incurring the cost of initiating a salary reduction plan at this time.

XVI WEATHER CLOSINGS

Union

The Union proposes pay for unit members whenever court buildings are closed.

Sheriff

The Sheriff is opposed to including this provision in the contract and seeks to continue the current practice of the parties. It is inappropriate to compare the bargaining unit to other county employees since this unit works a seven day and twenty-four hour work schedule.

XVII DURATION

Union

The Union proposes a three year contract with an expiration date of December 31, 1999.

Criteria

In rendering her Recommendations the factfinder has taken into consideration the criteria listed in Rule 4117-9-05(J) of the State Employment Relations Board.

Discussion

In negotiating the economic features of this Collective Bargaining Agreement, the Sheriff argues that increases in the wage package should be reasonable and appropriate. Although there is no contention of inability to pay, the Sheriff seeks to maintain an ability to control escalating costs. Accordingly the non-economic issues proposed by the County are related to retention of managerial prerogatives.

Relying on the financial stability of the County, the Union seeks to enhance not only the wage structure but also the financial benefits of the unit. Moreover, the Union endeavors to tie the wage rates paid to this unit to those of a companion safety service unit. Underlying the proposals of the Union in this factfinding proceeding is an endeavor to compensate these employees for their non-traditional hours by maintaining or enhancing scheduling flexibility and economic benefits.

Both parties brought numerous issues to this factfinding and supported the same with comparables and arguments. The hearing officer in this proceeding recognizes the ability of the employer to provide appropriate wage adjustments as well as proper accomodation to this unit for service and hours worked. Accordingly, in rendering the recommendations which follow the factfinder has endeavored to balance the interests of each party and to make adjustments where warranted.

I PROMOTIONS

The hearing officer finds that the proposal of the Union unduly restricts the Sheriff in the matter of promotions. While experience and service are certainly factors in evaluating candidates for promotions, length of service in a job classification ought not to be the sole determinative factor. In the event of an abuse of discretion in promotions, the Union has the option of arbitration. Thus, the factfinder recommends present contract language on promotions.

II VACATIONS

One of the benefits presently provided to the unit is the ability to carry over vacation time. This employee right assists in compensating employees not only for non-traditional work hours but also for the high stress level associated with safety service units. Other than asserting difficulty in scheduling, the Sheriff has failed to demonstrate a need to "take back" this negotiated right. Accordingly, the factfinder recommends present contract language on vacations.

III HOLIDAYS

The evidence establishes that at present County employees have eleven (11) holidays while the Union has ten (10). The factfinder recommends increasing holidays for the unit to eleven

by adding the Friday after Thanksgiving as a holiday .

In addition to adding a holiday the Union seeks double time for all hours worked on holidays so as to properly compensate employees required to work on these days. This proposal poses a problem for the factfinder. While she identifies with the position argued by the Union, she is unable to justify the same with comparables in the state. Indeed, a perusal of the data submitted fails to establish a practice of double time for holidays worked in sheriff departments across the state. Moreover, the factfinder is better able to make economic adjustments for this unit on issues other than holiday pay. Accordingly, the factfinder does not recommend changing the rate of pay for holidays worked at this time in this bargaining process.

IV PERSONAL DAYS

While the Union proposes an additional two days, the Sheriff argues that no other unit in the county has five personal days. As units with which the County bargains consistently have three personal days, this factfinder recommends no change in the personal days at this time.

V SICK LEAVE

The Sheriff seeks to significantly modify the Sick Leave language of the Agreement. The first change is a clerical adjustment designed to expedite computation of sick leave credit. The Factfinder recommends that Article 18.01 be changed to provide for the earning of sick leave credit at the rate of 4.6 hours for each bi-weekly pay period.

In addition the employer seeks a two hour notification for absences. As the employer needs time to cover for absent employees, it is reasonable and proper that the employee give at least two hours notice of an absence. Emergency language is included to cover those situations when an employee is unable to give the requisite advance warning. The factfinder, therefore, recommends that Article 18.06 be changed to provide for two hours notice for absences.

Due to the lack of documentation on illnesses, the Sheriff proposes additional language in section 18.08. It is reasonable and proper for the employer to receive information on prolonged illnesses of employees. Accordingly, the factfinder recommends inclusion of the language proposed by the Sheriff for Section 18.08, with the exception that the return to work of employees with permanent medical conditions shall be in accordance with applicable language of the Americans with Disabilities Act.

The fact finder recommends the changes proposed for Section 18.09.

Finally, in regard to Sick Leave, the factfinder addresses the proposal of the Sheriff to incorporate progressive discipline into the contract. Agreeing with the Union, the hearing officer finds that as the Sheriff retains the right to discipline employees, the inclusion of the proposed language is not necessary. Moreover, the factfinder is of the opinion that should

such language be incorporated into a collective bargaining agreement, it should be accomplished by mutual agreement rather than pursuant to a unilateral recommendation.

VI ABSENCE WITHOUT PAY

The purpose of the proposed modifications to Article 19 is to bring the contract into compliance with the Family and Medical Leave Act. Accordingly, the fact finder recommends that contractual references to the act be corrected and that the concluding sentence of 19.01 state that "all Family Leave, including intermittent Leave, shall comply with the requirements of the Family and Medical Leave Act."

VII HOURS OF WORK/OVERTIME

While the factfinder can empathize with the proposal of the Union to enable employees to bid shifts, she finds that due to the size of this unit, shift bidding should not be unilaterally imposed. This is a very small unit, consisting of only twenty-seven employees. Accordingly, flexibility in scheduling is requisite. In addition, the factfinder notes that through practices such as shift trading or exchanges employees are afforded some flexibility in and accomodation to their non-traditional work schedules.

VIII BULLETIN BOARD

The factfinder does not recommend any changes in the bulletin board language. The present language on bulletin boards is quite extensive and it includes prior approval of notices to be placed on bulletin boards. Concerns of the Sheriff should be addressed by enforcement of existing language rather than negotiating additional language.

IX MISCELLANEOUS: MAINTENANCE OF STANDARDS

Both parties have proposed modifications to Article 24, MISCELLANEOUS. Due to the negotiated Zipper Clause, the Sheriff proposes deletion of Section 6, which covers Maintenance of Current Practices. Recognizing the impact of policies and procedures on contract administration, and the improbability of the written agreement being all-inclusive, this factfinder does not recommend the deletion of 24.06. She does, however, agree that the application of the provision should be mutual, and, accordingly, she recommends the deletion of the words, "beneficial to employees."

The Sheriff also proposes additional language on extraditions so as to enable the employer to utilize non-unit personnel for extraditions. The factfinder understands that distant extradition assignments pose a hardship for this small unit. On the other hand, she is cognizant of the need for such a small unit to maintain job security for its membership. Accordingly, the factfinder recommends compromise language on extraditions so as to address the concerns of both parties. The factfinder recommends that the "employer may schedule extradition assignments in accordance with the needs of the

Department. For extraditions in excess of 325 air miles, the Employer may utilize non-bargaining unit personnel."

Both parties have proposed additional language in Section 24.05, Contracting Out Work. The Union proposes adding "or person" into 24.05 while the Sheriff proposes an additional sentence whereby the Sheriff may utilize part time employees, contract employees, or management employees to fill in for full time employees to meet the needs of the Department. In addition the Sheriff proposes a new section whereby the employer is authorized to schedule part time employees as needed. As the factfinder has recommended the Sheriff be permitted to go outside the unit for distant extraditions, and as she has proposed retention of maintenance of standards beneficial to the Sheriff as well as the Union, the addition of the words "or persons" simply provides the Union with added security without undermining managerial prerogatives already in place. The factfinder does not recommend additional language which has the potential for undermining this small bargaining unit. Although the Sheriff has asserted that its proposal on part time employees is an economic issue, the evidence presented does not sufficiently relate the escalating budget of the Sheriff's Department to present restrictions on the use of part time employees. Accordingly, this factfinder does not now recommend adding language to Article 24 to enable the Sheriff to utilize contract or part time employee. The evidence presented fails to establish a need to contractually authorize the use of part time employees.

X HOSPITALIZATION

Due to the cumbersome nature of Appendix C, the factfinder recommends that reference to Appendix C be replaced with language referencing the level of care in effect on January 1, 1997. Article 27.01 will then read that the "Employer agrees to continue to provide medical insurance programs at the level in effect on January 1, 1997 with fully paid permiums."

XI WAGES: RATES OF PAY

Due to its bargaining history with other units, this employer does not wish wage rates for this unit to be tied to rates imposed through conciliation or other impasse procedures involving a companion unit. Thus, the County is opposed to the wage spread proposal made by the Union. As the use of spreads involves a relinquishment of control over wage rates, the factfinder is of the opinion that the initiating of wage spreads should be negotiated by the parties rather than unilaterally imposed by a hearing officer. Accordingly, The factfinder does not now recommend implementing wage spreads as a means of determining wage rates for this unit.

She does, however, recognize that parity with other units with which the Sheriff bargains is appropriate. Rather than the lump sum payments proposed by the Sheriff, the factfinder finds rate increases comparable to those negotiated by the Sheriff for other units are appropriate for this unit. Accordingly, the fact-finder recommends a 3% wage increase

retroactive to January 1, 1997 and 2% merit pay the first year of the contract; a 3.5% wage increase and 1% merit pay for the second and third years of the contract.

OFFICER IN CHARGE

In the absence of evidence on comparables the factfinder does not recommend changes in the officer in charge pay for this contract term.

SHIFT PREMIUM

Whether or not afternoon and evening shifts are entitled to a shift premium is not disputed by the parties. A shift premium is, indeed, provided for in the expired contract. As the parties have determined that working the "off" shifts warrants premium pay, then the shift premium ought to be compensatory and reflective of the service rendered. Because this bargaining unit does not have the benefit of shift bidding, then, employees working the non-traditional hours, ought to be compensated for the shifts so assigned. In order to provide the employees working the afternoon and evening shifts with a meaningful premium, the factfinder recommends increasing the same to \$.30 and \$.45 for the afternoon and evening shifts, comparable to the shift premium apparently paid in neighboring Ottawa County. Although the data on comparables was difficult to decipher, it does not appear any county pays the premiums proposed by the Union. When premiums are paid, the same are in the \$.20 to \$.25 range with Ottawa County on the higher end.

LONGEVITY PAY

Although the longevity increases proposed by the Union are excessive, a review of comparables indicates that some adjustments in longevity pay are appropriate. The factfinder recommends that longevity pay be increased to \$300, \$500, and \$700 after six, thirteen, and twenty years of service.

COURT TIME COMPENSATION

The Sheriff maintains that when employees are called in for Court time, the duration of time so spent can be a matter of minutes. While the Factfinder recognizes that actual time spent in court may be slight, the need to appear in court at a specified time requires that the employee "block" out substantial time for the appearance and not schedule any thing else for that period of time. Even though the court time may be a matter of minutes, the employee is committed to be available for longer. Accordingly, court time compensation should be determined not only on the basis of time spent in court, but also on the basis of time which the employee makes available for a court appearance. When scheduled for court on a given morning, the employee makes that morning--not just two hours--available for the appearance. The factfinder recommends, then, that court time be increased to three hours, or actual time spent, whichever is greater.

CALL IN PAY

The same analysis used above is applicable to the call in pay provisions of the agreement. When an employee is called in to work, he commits himself for a period of time in excess of two hours. A perusal of the comparables submitted indicates

contracts providing call in and court time pay of three hours. As the same appears to be consistent with comparables in the state, the factfinder recommends a minimum call in pay of three hours.

XII SEVERANCE PAY

As the Union has failed to introduce any comparables which would justify the changes proposed for severance pay, the factfinder recommends present contract language. The severance pay provisions of the agreement are consistent with those provided other units in the County. Internal parity sustains the position of the Sheriff.

XIII UNIFORM MAINTENANCE

The Union herein seeks provisions by which the Sheriff provides dry cleaning for up to three uniforms for unit employees. As the Sheriff has pointed out that the uniforms are of a special fabric which ought not to be dry cleaned, and as substantial economic benefits are provided elsewhere in this report and these recommendations, the factfinder does not recommend the uniform maintenance language sought by the Union.

XIV FLEX TIME

What the Union has termed flex time is, apparently, a proposal for banking of compensatory time. The fact that this is a small unit works two ways: employees are required to put in hours, and the employer is required pay substantial overtime. The recommendations made herein are intended to balance the contrasting needs of the parties--to receive appropriate compensation for time worked and to effect managerial control over manning and scheduling. Although the factfinder can understand the motive for the Union proposal, and although the banking of compensatory time appears in a number of contracts with law enforcement personnel, the hearing officer finds that the parties herein have available other means of compensating employees for difficult work schedules, both monetarily and in timing. Vacation carry-over, court time, call in pay, for example, are mutually agreed upon means of compensating employees. This factfinder does not believe that compensatory time should be unilaterally imposed on this employer.

XV PERS PICKUP

The factfinder recognizes PERS pick-up as a means of compensating employees for services rendered without escalating base wage rates. As such, the practice has appeal to employers as well as employees. The factfinder believes, however, that the implementation of PERS pick-up should be a negotiated term. As no other county employee has this benefit at present, and as considerable improvements have been recommended for this unit (longevity, call-in pay, court time pay, shift premiums), and as increases in wage rates have been proposed, this factfinder does not now recommend adding an economic benefit of this nature.

XVI WEATHER CLOSING

The factfinder recommends maintenance of the current practice. Agreeing with the Sheriff, the factfinder is of the opinion that the nature of the service provided by this unit mandates full time coverage. For the purpose of weather closing provisions, this unit should not be compared to other employees of the county.

XVII DURATION

The factfinder recommends a three year contract expiring on December 31, 1999.

Summary

I PROMOTIONS ARTICLE 10

No change is recommended at this time.

II VACATIONS ARTICLE 15

No change is recommended.

III HOLIDAYS ARTICLE 16

It is recommended to add the Friday after Thanksgiving as an eleventh holiday.

IV PERSONAL DAYS ARTICLE 17

No change in present language is recommended.

V SICK LEAVE ARTICLE 18

Section 1. Delete eighty (80) hours of service and insert biweekly pay period

Section 6. Delete One (1) hour and insert as soon as possible or no later than two (2) hours

Section 8. Add that the statement for a licensed physician is to be provided "as soon as possible." Add that "this slip shall include a diagnosis, prognosis, and date of return to work noting whether or not there are restrictions. Employees who have a temporary medical condition will be required to return to work only without restriction. Employees who medically demonstrate a permanent medical condition which requires reasonable accomodation will be permitted to return to work under applicable provisions of the Americans with Disabilities Act."

Section 9. Insert "If the employee is found to be medically fit, the Employer may require the employee to return to work from paid or unpaid leave" as proposed by the Sheriff.

No further changes are recommended.

VI LEAVES OF ABSENCE WITHOUT PAY ARTICLE 19

Correct references to Family Leave to Family and Medical leave. Add: "All Family Leave, including intermittent Leave, shall comply with the requirements of the Family and Medical Leave Act."

VII HOURS OF WORK ARTICLE 20
No changes are recommended at this time.

VIII BULLETIN BOARD ARTICLE 21
No changes are recommended.

IX MISCELLANEOUS ARTICLE 24
Section 5. add "or other persons"
Section 6. delete "beneficial to employee"
Section 8. Add: The Employer may schedule extradition assignments in accordance with the needs of the Department. Non-unit personnel may be used for extraditions in excess of 325 air miles."
No other changes are recommended.

X HOSPITALIZATION ARTICLE 27
Section 1: delete reference to Appendix C and insert "at the level in effect on January 1, 1997 with fully paid premiums."

XI WAGES ARTICLE 28
Section 1. The factfinder recommends a 3% wage increase effective January 1, 1997, and 2% lump sum merit pay for the first year of the contract; a 3.5% wage increase and 1% lump sum merit pay for the second and third years of the contract.
Section 2. Shift premium of 30¢ per hour for the afternoon shift and 45¢ per hour for the midnight shift.
Section 3. SERVICE ANNUALLY
6 years \$300.00
13 years 500.00
20 years 700.00
Section 4. Change to a three hour minimum.
Section 5. Change to a three hour minimum.

XII SEVERANCE PAY ARTICLE 29
No changes are recommended.

XIII UNIFORM MAINTENANCE ARTICLE 30
No changes are recommended.

XIV COURT CLOSINGS
No new language is recommended.

XV PERS PICKUP
No new language is recommended.

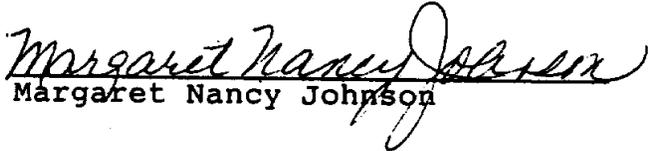
XVI COMPENSATORY TIME
No new language is recommended.

XVII DURATION ARTICLE 36
The contract shall be in effective as of January 1, 1997 and shall remain in full force and effect until December 31, 1999.

Respectfully submitted,


Margaret Nancy Johnson

A copy of the foregoing Report and Recommendations has been issued by Federal Express this 5th day of March, 1997 to: Terry R. Griffith, Esq. Assistant County Prosecutor, Erie County Prosecutor's Office, 247 Columbus Avenue, Suite 319, Sandusky, Ohio 44870; Phil Hatch, Staff Representative, Ohio Labor Council, 222 East Town Street, Columbus, Ohio 43215; G. Thomas Worley, Administrator, Bureau of Mediation, State Employment Relations Board, 65 East State Street, Columbus, Ohio 43215.


Margaret Nancy Johnson