

# HAND DELIVERED

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In the Matter of Fact-Finding :  
Between :  
ATHENS COUNTY SHERIFF, : SERB Case No.: 97-MED-06-0695  
Employer :  
and : Mediation/Fact-Finding Session:  
OHIO PATROLMEN'S BENEVOLENT : September 4, 1997  
ASSOCIATION, :  
Union : Howard D. Silver  
: Fact-Finder  
:

## REPORT OF FACT-FINDER

### APPEARANCES

For: Athens County Sheriff

David E. Redicker  
Sheriff  
Athens County, Ohio  
13 W. Washington Street-Suite 100  
Athens, Ohio 45701

For: Ohio Patrolmen's Benevolent Association

Joseph M. Hegedus, Esquire  
Climaco, Climaco, Seminatore, Lefkowitz  
& Garofoli, Co., LPA  
175 South Third Street-Suite 820  
Columbus, Ohio 43215

This matter came on for mediation and fact-finding on September 4, 1997, in the offices of the Athens County Sheriff, 13 West Washington Street, Athens, Ohio. Both parties participated, in good faith, in a process of mediation among continuing bargaining

on unresolved issues concerning the parties' successor collective bargaining agreement. Previous bargaining by the parties about a successor agreement has produced many tentatively agreed articles. This mediation/fact-finding focused on the remaining unagreed subjects, including wages, medical insurance, personal days, and sick leave. The mediation/fact-finding concluded on September 4, 1997 at 4:15 p.m.

#### BACKGROUND

The bargaining unit addressed by this proceeding is comprised of seven members, three lieutenants and four sergeants employed by the Athens County Sheriff. A previous contract between this bargaining unit and the Athens County Sheriff expired on May 17, 1997.

The parties have reached tentative agreement on many articles intended for their successor collective bargaining agreement. Issues remaining between the parties on the day of mediation/fact-finding were holidays, sick leave, personal leave, health insurance, wages, and educational incentives.

It is the fact-finder's intention that the language recommended in this report reflect the parties' agreements reached during the mediation.

## HOLIDAYS - Article 17

The Union proposes that holiday pay (8.0 hrs. per holiday) be accumulated and paid to each bargaining unit member in November of each year. The proposal presents no increased obligation in money; it requires an accumulation of holiday pay to be paid at one time each year in anticipation of the year end holiday season. To accomplish this proposal the Employer would have to make administrative adjustments in how holiday pay is issued but no increase in pay would result from this change. The fact-finder recommends this proposal.

Recommended language:

### Article 17, Section 17.1.

Effective January 1, 1998, all employees shall be paid eight (8) hours of holiday pay at their regular rate of pay for each of the following holidays, which will be paid in one lump sum during the last pay period of November in each year of this Agreement:

New Year's Day  
Martin Luther King Day  
Presidents' Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans' Day  
Thanksgiving Day  
Christmas Day

### Article 17, Section 17.2.

An employee who is required to work on any of the holidays listed in Section 17.1 shall be paid for such time worked at one and one-half (1-1/2) times his regular base rate of pay, plus he shall be paid eight (8) hours of holiday pay in accordance with Section 17.1.

## SICK LEAVE - Article 19

The only change proposed for the parties' sick leave article recommended by the fact-finder focuses on Section 19.5 which authorizes a cash payout of one-quarter of accrued but unused sick leave at the time of an employee's retirement. The Union proposes the payout be increased from a maximum payout of one-quarter of one hundred-twenty (120) days to a maximum payout of one-quarter of four hundred eighty (480) days. The parties agreed that the payout ceiling should be one-quarter of two hundred-forty (240) days. This compromise is recommended by the fact-finder.

Recommended language:

### Article 19, Section 19.5

At the time of an employee's retirement, the employee shall receive a cash payment of one-quarter (1/4) accumulated but unused sick leave credit figured on a maximum accumulation of two hundred and forty (240) days. Such payment will be based on the employee's rate of pay at the time of retirement and shall be paid within thirty (30) days following the date of retirement, provided the employee notifies the Sheriff, in writing, on or before his date of retirement. In the event of the death of an employee, the payment will be made to the employee's beneficiary or the employee's estate.

A Section 19.6 suggested by the Union for Article 19, providing for a sick leave bonus for perfect attendance, is not recommended by the fact-finder. All other sections of Article 19 tentatively agreed by the parties are recommended by the fact-finder.

**PERSONAL LEAVE - Article 20**

All employees of the Athens County Sheriff, with the exception of the sergeants and lieutenants in the bargaining unit addressed by this proceeding, receive four personal leave days per year. The bargaining unit members in this proceeding request an additional day of personal leave each year to bring them in line with other employees of the Athens County Sheriff's Department. The Sheriff is not opposed to this proposal and it is recommended by the fact-finder. The Sheriff proposed a change in Bereavement Leave, Section 20.3, and this change was agreed by the Union and is recommended by the fact-finder.

Recommended language:

Article 20, Section 20.3

C. Bereavement Leave.

Any employee who has completed his probationary period shall receive the amount of pay he would have received on his regular straight time basis for up to three (3) days for funeral leave to make arrangement for, and attend, the funeral of a member of his immediate family. Funeral leave shall not be deducted from an employee's sick leave accrual.

The employee's immediate family for this purpose only shall be defined as: spouse, child, father, mother, brother, sister, father-in-law, mother-in-law, or other person who stands in place of a parent, grandchild, or grandparent.

If additional time is required, the employee may request, and the Employer may authorize on a case-by-case basis, the use of a designated amount of additional time off to be deducted from vacation, sick leave or compensatory time, at the employee's option.

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F. Paid Personal Leave.

Effective January 1, 1998, upon the implementation of this Agreement, each non-probationary employee will be eligible for four (4) working days of paid personal leave each calendar year subject to restrictions as follows:

1. Personal leave utilized must be in accordance with the following guidelines:

a. A request for the use of personal leave shall be made on the designated form and shall be submitted no less than three (3) calendar days in advance of its intended usage. This requirement may be waived by the Sheriff in cases of emergencies. The Parties will exercise reasonable efforts to schedule personal leave at a mutually agreeable time provided that a request for personal leave will not be unreasonably withheld. However, when personal leave is requested in accordance with this Section during the first nine (9) months of any agreement year, and such leave is denied and is unable to reasonably be rescheduled prior to the end of the Agreement, employees will receive payment for such denied day(s) at the conclusion of the Agreement year. During the last three (3) months of any Agreement year, leave requested but denied will not be eligible for such payment. It is the employee's responsibility to request rescheduling of any such denied days.

b. Approved personal leave shall be at regular pay and may not be accumulated from year to year.

c. Personal leave must be used in one (1) day increments.

d. No more than one (1) employee shall be eligible to be absent as a result of the usage of personal leave, and such scheduling shall be made based upon the operational needs of the Department.

## UNIFORMS AND EQUIPMENT - Article 21

In exchange for an increase in longevity, the Uniforms and Equipment article tentatively agreed by the parties was modified. The following is the language recommended by the fact-finder based on the parties' agreement during the mediation/fact-finding session.

Recommended language:

### Article 21, Section 21.1

The Employer shall provide at the same level as provided as of the effective date of this Agreement, uniforms and equipment for those bargaining unit employees required by the Employer to wear a specific uniform. The Sheriff shall determine the appropriate uniform, if required to be worn by the employee, and employees shall be required to be in proper uniform upon reporting for duty.

Articles of clothing and equipment remain the property of the Employer and must be turned in when an employee is separated from service. Failure to do so shall result in the value of the missing items being withheld from the employee's separation pay.

### Article 21, Section 21.2.

Uniforms sufficiently damaged or worn out in the line of duty will be replaced upon return of the damaged or worn out uniform to the Employer.

### Article 21, Section 21.3.

Employees assigned to the Investigations Unit and required to wear "plain clothes" shall receive a Four Hundred Dollar (\$400.00) annual allowance for clothing purchase. "Plain clothes" officers may purchase clothing necessary to adequately carry out their assignments and as approved by the Sheriff. Upon prior approval of the Sheriff, the Employer agrees to reimburse the employee the actual cost of the clothes items, up to the Four Hundred Dollar (\$400.00) maximum, upon the proper submission to the Employer of a receipt showing the purchase of the item.

Section 21.4, as proposed by the Union, proposes a three hundred dollar credit for the purchase of uniforms and equipment. This language is not recommended by the fact-finder.

#### **HEALTH INSURANCE - Article 22**

The Employer makes available, through a county-wide pool of employees, health insurance with minimum major medical coverage of \$250,000. Single coverage costs \$245.26 per month; family coverage costs \$605.60 per month. Under the parties' prior contract, the Employer paid the single coverage amount for both single coverage and family coverage, with family coverage participants paying 25% of the difference between single coverage and family coverage ( $\$605 - \$245 = \$360 \times .25 = \$90$ ). Under present costs (\$245 single, \$605 family) the Employer pays 100% for single coverage. For family coverage, the Employer pays 85%, with the remaining 15% paid by the employee.

In discussions between the parties it was agreed that the Employer would continue to pay single coverage (now \$245.26 per month), and the parties agreed to a 90/10 split in contributions among the Employer and a bargaining unit member choosing family coverage. Such a change would increase the Employer's contribution by 5% for family coverage and would continue employee contributions for family coverage. This compromise is recommended by the fact-finder.

Recommended language:

Article 22, Section 23.1.

The Employer shall continue to pay the total single rate premium for the current hospitalization insurance for all bargaining unit employees not having similar hospitalization insurance coverage elsewhere. Such policy shall include a minimum of \$250,000 major medical insurance coverage.

The Employer shall contribute the dollar amount equal to ninety percent (90%) of the total premium for family plan coverage. Employees choosing to avail themselves of family plan coverage shall pay 10% of the total premium required for family plan coverage.

Article 22, Section 22.2.

The Employer agrees to provide, at no cost to the employee, a \$25,000.00 term life policy for bargaining unit employees.

Article 22, Section 22.3.

The Employer agrees to maintain dental and optical insurance policies substantially equivalent to, and to be paid based upon, the same percentage of contribution that was in effect upon the adoption of this Agreement.

**WAGES - Article 23**

The wage increases agreed by the parties during the mediation/fact-finding session are retroactive to May 18, 1997, and are to be effective January 1, 1998, and January 1, 1999 (the agreement is to terminate on December 31, 1999). The parties agreed to the following wages for probationary lieutenant and lieutenant, and for probationary sergeant and sergeant. The parties' agreement on wages is recommended by the fact-finder.

Recommended language:

Article 23, Section 23.1.

The following wages shall be effective:

LIEUTENANTS

Effective date	Probationary	Non-Probationary
May 18, 1997	\$14.40	\$15.38
January 1, 1998	\$15.12	\$16.00
January 1, 1999	\$15.87	\$16.64

SERGEANTS

Effective date	Probationary	Non-Probationary
May 18, 1997	\$13.05	\$13.71
January 1, 1998	\$13.70	\$14.26
January 1, 1999	\$14.39	\$14.83

Article 23, Section 23.2.

Employees who have completed a minimum of five (5) years of total continuous service with the Athens County Sheriff's Department shall receive a longevity pay supplement in addition to their regular base hourly rate of pay at the annual rate of Seventy-Five dollars (\$75.00) for each year of service after the fifth (5th)

year, up to twenty (20) years of service. The longevity pay supplement shall be calculated by multiplying the number of years of service in excess of five (5) years times Seventy-Five dollars (\$75.00), then dividing that amount by 2,080 to determine the amount added to the base hourly rate of pay. The longevity supplement shall be paid each pay period. The employee's last anniversary date of hire shall be used for computing years of service and longevity rate.

Article 23, Section 23.3.

The Employer agrees to adopt a resolution permitting the Athens County Auditor to pick-up through the salary reduction method the contributions of bargaining unit employees to the Public Employees Retirement System (PERS). The Employer shall then, if required by PERS, request approval from the Internal Revenue Service of the plan to ensure that such picked-up contributions are deductible from the employees' gross salaries for federal tax purposes.

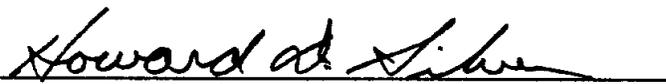
Upon receipt of approval from PERS and/or a favorable IRS private letter ruling, if required, the Employer will request the Athens County Auditor to report the employees' contributions to the pension fund as picked-up by the Employer. The Union agrees that this method of "pick-up" is one which requires no additional outlay of monies by the Employer and agrees that the "pick-up" shall not be effective until after the Employer receives approval from PERS and the favorable IRS ruling, if required.

**EDUCATIONAL INCENTIVES**

The Union has proposed a program of educational incentives through payment of cash bonuses for post high school degrees. The fact-finder does not recommend the educational incentives program proposed by the Union.

In making the recommendations presented above, the fact-finder has kept in mind criteria required by Ohio Revised Code Chapter 4117. and Chapter 4117. of the Ohio Administrative Code, including considerations contained within Ohio Administrative Code rule 4117-9-05(J) and Ohio Administrative Code rule 4117-9-05(K).

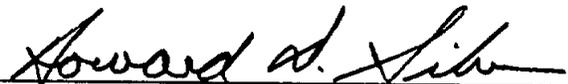
In addition to the recommended language presented in this report, the fact-finder recommends all the articles tentatively agreed by the parties for their successor agreement.

  
Howard D. Silver  
Fact-Finder

September 17, 1997  
Columbus, Ohio

CERTIFICATE OF FILING

I hereby certify that the foregoing Report of Fact-Finder was filed with the State Employment Relations Board and transmitted to the parties via facsimile transmittal and by regular U.S. Mail, this 17th day of September, 1997.

  
Howard D. Silver  
Fact-Finder

September 17, 1997  
Columbus, Ohio