

SEP 14 9 19 AM '98

IN THE MATTER OF FACT-FINDING
BETWEEN
THE COSHOCTON COUNTY SHERIFF
AND
THE FRATERNAL ORDER OF POLICE/OLC INC.
SERGEANTS

BEFORE: Robert G. Stein

SERB CASE NO. 98-MED-04-0464

PRINCIPAL ADVOCATE FOR THE UNION:

Dick A. Miller, Staff Representative
FRATERNAL ORDER OF POLICE/OLC, INC.
P.O. Box 271
Butler, Ohio 44822

and

PRINCIPAL ADVOCATE FOR THE SHERIFF:

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INTRODUCTION

The bargaining unit is comprised of seven (7) employees holding the classification of Sergeant with the Coshocton County Sheriff's Department. The Sergeants recently organized, and this will be their first contract with the Employer. The patrolmen's unit is represented by the same bargaining agent. Bargaining for the Sergeant's first contract began in the Spring of 1998.

On August 17, 1998, a fact-finding hearing was held and the parties presented to the Fact-finder 15 unresolved issues. Subsequent to the presentations by both parties, the parties agreed to and welcomed an effort by the Fact-finder to mediate the dispute. A reasonable block of time was devoted to mediation. Both Advocates represented their respective parties well and actively pursued creative solutions. These efforts produced a settlement on seven (7) issues. The remaining 8 issues were addressed in a fact-finding hearing that followed the mediation effort.

The Coshocton County Sheriff's Office provides law enforcement for Coshocton County and for the City of Coshocton. The Sheriff assumed law enforcement duties for the City of Coshocton in 1981. This is a unique arrangement in Ohio, and employees in the Sheriff's Department are assigned to either the County or the City. The employees who are assigned to the City are paid by the Sheriff through funding from the City. Currently four (4) sergeants are assigned to the City and three (3) sergeants are assigned

to the County. In the other bargaining unit represented by the FOP, nineteen (19) deputies are assigned to the City and twenty-four (24) are assigned to the County.

Another matter unique to this situation is the number of hours worked by members of the bargaining unit. All of the seven (7) sergeants are not assigned the same number of annual hours of work. Four (4) Sergeants (and thirty-five (35) members of the other bargaining unit) work a schedule of six work days on and two days off. Annual wages for these employees are based upon 2208 hours of work which includes 96 hours at the overtime rate of time and one-half. The average annual number of hours for all Sergeants is 2,151.

CRITERIA

OHIO REVISED CODE

In the finding of fact, the Ohio Revised Code, Section 4117.14 (C)(4)(E) establishes the criteria to be considered for fact-finders. For the purposes of review, the criteria are as follows:

1. Past collective bargaining agreements
2. Comparisons
3. The interest and welfare of the public and the ability of the employer to finance the settlement.
4. The lawful authority of the employer

5. Any stipulations of the parties
6. Any other factors not itemized above, which are normally or traditionally used in disputes of this nature.

These criteria are limited in their utility, given the lack of statutory direction in assigning each relative weight. Nevertheless, they provide the basis upon which the following recommendations are made:

ISSUE 1 VACATION

Union's position

The Union is proposing changes to the current vacation schedule. It is proposing the following new schedule:

One (1) year through five (5) years	80 hours
Five (5) years through ten (10) years	120 hours
Ten (10) years through fifteen (15) years	160 hours
Fifteen (15) years through twenty (20) years	180 hours
Twenty (20) years through twenty-five (25)	200 hours
Twenty-five (25) years and up	240 hours

The Union is also proposing additional language that would place any leave that is in excess of the maximum allowable into a time bank that would be used at the discretion of the Union.

The Union cites the comparable jurisdiction of Morrow County which has a better vacation schedule than currently exists in Coshocton County (UX 1).

Employer's position

Maintain the current schedule. The Employer argues that the Union's proposal is excessive. It proposes the current schedule that exists in the other bargaining unit. The Employer's position is based upon the additional cost of the Union's proposal (including replacement and overtime costs) and the fact that currently the Sergeants have the same schedule that Deputy bargaining unit negotiated in its last negotiations. The Employer also argues there is no justification for the deletion of the current practice which requires the forfeiture of vacation accumulation beyond three times the allotted amount.

Discussion

The comparative data in UX 1 indicate that Coshocton County is competitive with comparable jurisdictions. The only exception is Morrow County which is only better when an employee achieves 20 years of employment. The single valid internal comparable is the Deputy's unit which has the same schedule. There was also no evidence to indicate that bargaining unit employees are losing vacation as a result of not being able to take it throughout the year.

Recommendation

Maintain current schedule (see Appendix A).

ISSUE 2 WAGES

Union's position

The Union proposes a ten (10) percent differential between the Sergeant's pay and the highest paid Deputy. Although the base figure (i.e. the highest paid Deputy) is unclear, the Union proposes that the Sergeant's pay should go to \$15.53 per hour. The increase is to be retroactive to January 1, 1998.

In years two and three of the contract the Union proposes that the Sergeant's pay be raised by 10% each year which would result in salary levels of \$17.08 in the second year and \$18.79 in the third year.

The Union indicated it did not know what a top Deputy makes. In support of its position the Union made several arguments. First, the Union pointed to the fact that the City of Coshocton gave the County \$4000 for sergeant raises and the Sergeants have never seen any of this money. Secondly, it is common for Sergeants to enjoy a differential in pay of some 7 to 10 percent based upon the level of responsibility and experience of a Sergeant. In addition, the Union pointed to a 6% differential that one Sergeant receives over and above that received by other Sergeants.

Employer's position

The Employer proposes a \$.50 per hour increase effective January 1, 1999. The Employer justifies this delayed raise based upon the fact that the Sergeants received a \$.50 per hour increase when the Deputies' salary was increased by the same amount in

January of 1998. In years two and three of the contract the Employer proposes increases of \$.40 per hour, effective January 1, 2000 and January 1, 2001 respectively.

The Employer argues that Sergeants have received the same wage increases as the Deputies since 1994 and those wage increases have permitted the Sergeants to remain ahead of inflation and they compare favorably to Sergeants in similar jurisdictions. The Employer admits that there is one Sergeant making 6% above other Sergeants, an arrangement that pre-dated collective bargaining. The Employer argues, that this Sergeant has fiduciary responsibilities such as handling the Sheriff's cash book, checking account responsibilities, and advertising property that is for sale. He also has responsibilities regarding civil actions, contends the Employer. The Employer asserts, that if the Union's wage increases were granted for the first year only, the salary of a Sergeant would already be above that of a Lieutenant.

Discussion

The Union's figure for the base level salary of a Sergeant was reported at the hearing to be \$30,888 for 1997. The Union reported that the current top level salary for Sergeants is \$30,758 (or \$14.30 hr. based upon an average of 2,151 hours per year). Coshocton County has a population of some 35, 400 people (UX 5). The Union's point regarding a differential between Deputy and Sergeant is a valid one. However, without knowing with certainty what the top Deputy makes, establishing differentials at this early stage in the bargaining history of the parties is very difficult. In the absence of a valid figure for the top Deputy's salary, this Fact-finder shall use the top salary for Deputy

Patrol, in as much as it represents the largest classifications of Deputies, and the majority of Sergeants (4 out of 7) who are on road patrol.

The Union's figure for the top rate of Sergeant as compared to the top rate for Deputy Patrol shows there is an 8.8% differential (\$12.57 per hr. versus \$14.30 per hr.) between Sergeants and Deputies. The Union argued that differentials in other jurisdictions average between 7% and 10%. Based upon the figures that are available, it appears that the current differential is toward the higher end of this range. Once the bargaining relationship has an opportunity to mature, disparities of Deputies and the pay of Sergeants can be more accurately determined.

Let me make it clear that these comments are based upon what is known by the Fact-finder. The problem with using averages is that it's impossible to determine what a simple cents per hour increase means in terms of a percentage increase of the Sergeants unit visa vie the Deputy's unit. In these situations it is more equitable to make comparisons on the basis of percentage increases. Based upon the top salary for Deputy-Patrol, the increase of \$.50 per hour being offered by the Employer represents approximately a 4% increase for Deputies effective 1/1/99 (\$.50 divided by \$12.57). It would seem reasonable to provide Sergeants with at least the same percentage increase.

The comparable counties that were presented into evidence, such as Guernsey and Morrow County, pay Sergeants approximately the same or less salary than that paid to Sergeants in Coshocton County. What is unknown is how Guernsey and Morrow County compare regarding their ability to pay versus Coshocton County as well as what differences exist in hours, job duties, and responsibilities.

There is substantial evidence to support the many similarities between the Deputies bargaining unit and the Sergeant's bargaining unit. Many of the tentative agreements reached prior to fact-finding used these similarities as a basis for settling issues. Nevertheless, it cannot be said that there is no difference between a Sergeant and a Deputy. Clearly Sergeants are leaders and represent a stable element in any police organization. In the army, an institution which this fact-finder has experience and which has similarities to the command structure of a police department, Sergeants are key players in seeing that things get done right.

The start of any increases is a point of contention between the parties. The parties are one year apart (January 1, 1998 versus January 1, 1999) regarding when salary increases should begin. Experienced employers and unions understand that bargaining for a new agreement takes months, and retroactivity is often part of these settlements. However, the fact that bargaining did not begin until the Spring of 1998 does not support an increase that is retroactive to January of 1998. The increase given by the Employer in January of 1998 predated the bargaining process. Similarly, the 6% differential given to one Sergeant predated collective bargaining. These facts need to be considered from an overall economic point of view.

The Employer claims that the raises being offered to the Sergeants will likely be the wages negotiated with the Deputies' bargaining unit for the years 2000 and 2001. However, there is no way to know this will be the case. The Deputies' bargaining unit is a far larger unit and as rule larger units establish the pattern for major economic settlements. When a numerically small unit like the Sergeant's unit exists it makes more

sense to have the small bargaining unit shadow the larger unit in the bargaining process. The Sergeant's unit and the Deputy's unit have so much in common it would be far more efficient for the Employer and for the Union to have these units bargain at the same time. This approach would result in the parties spending less time and money on the bargaining process itself.

The Union testified that a \$4000 dollar payment was made by the City of Coshocton to the County for raises for 4 Sergeants. This testimony was not refuted by the Employer; however, without more of an explanation of the intent of the City Council, it is difficult to determine the significance of this action as it impacts this wage settlement. Nevertheless, it is understandable that this type of event can have a detrimental impact upon morale and the perception of being treated fairly.

The parties are one year apart regarding when increases for this bargaining unit shall take place. The Employer bases its argument on the granting of increases prior to bargaining. The Union argues that increases should be retroactive to January 1, 1998, prior to the start of bargaining. The Employer's point in this matter carries some weight. However, absent any usual financial crisis, it would be unusual to deny employees an increase for several months. The recommendations made below are based upon an average salary of \$14.30 per hour (\$ 30,758 per year divided by 2,151 hours).

Recommendation

The following increase is recommended based upon an eighteen (18) month Agreement and based upon the fact members of the bargaining unit received a pay increase of \$.50 per hour on January 1, 1998:

Retroactive to September 1, 1998, all bargaining unit members shall receive a 4.0% across the board increase in pay for the remainder of the Agreement.*

*(Contract to expire 12/31/99)

ISSUE 3 HEALTH INSURANCE

Union's positions

The Union is seeking fully paid health insurance. In addition, the Union proposes that the amount provided to employees who opt out of insurance should be raised from \$450 to \$1800 dollars. The Union also proposes it have input in the health care plan and selection of carrier. The Union proposes the establishment of a committee that would meet and chose a carrier.

Employer's position

The Employer proposes the continuation of the current level of benefits and payments to healthcare. The Employer argues the current plan is a sound one and it is the same plan accepted by the Deputies.

Discussion

The Deputy's bargaining unit has the plan and payment schedule being proposed by the Employer for the Sergeant's unit. This internal comparable carries considerable weight with this type of benefit. Health care plans are based upon like groups of employees and it is difficult to carve out a unit of seven employees and provide them with a different plan or payment arrangement, including the amount of money being given to opt out of insurance. Opt out plans are for the purposes of minimizing duplicate coverage and to save money. There was not evidence presented in fact-finding to indicate that raising the amount of the opt out from \$450 to \$1800 would result in a further reduction of duplicate coverage. In addition, the bargaining unit compares favorably with other jurisdictions regarding this opt out benefit.

However, the Union raises a valid point with regard to the Committee concept. Most employers in the public sector have joint labor and management committees to oversee healthcare costs and provide meaningful input to employers in the selection of benefits and carriers.

Recommendation

1. Maintain current language on benefits and payments (see Appendix B)
2. **New Section 25.5** The parties agree to establish a Joint Labor/Management Health Care Advisory Committee in which the Sergeants have membership along with other groups of employees. The purpose of the Committee is to provide advice and recommendations to the County regarding carriers,

healthcare coverage, and ways to reduce healthcare costs. The composition, scope, and operation of the committee are to be determined by the Employer and the Unions involved. Said committee is to be functional by the beginning of 1999.

ISSUE 4 HOLIDAYS

Union's Position

The Union proposes to add three (3) additional holidays. The added days would be December 31st and two stress holidays. The Union also proposes to change the rate of pay for working on a holiday from time and one-half to triple time.

Employer's Position

The Employer proposes the number of holidays and the payment remain the same as in the Deputy's Agreement.

Discussion

Union Exhibit 13 reveals that 10 holidays is the standard number of holidays among comparable jurisdictions. This Exhibit also reveals that time and one-half for working on a holiday is common. Based upon these external comparables and the internal Deputy unit comparable, there is little evidence to support a change in this benefit.

Recommendation

Maintain the current schedule of holidays and payment for working on a holiday.

(see Appendix C.)

ISSUE 5 FUNERAL LEAVE

Employer's position

Maintain current language.

Union's position

The Union proposes three changes: 1) increase the funeral leave for the nucleus family from three (3) to five (5) days; 2) increase funeral leave for the extended family from one (1) to three (3) days; and 3) increase the extension of funeral leave from three (3) to five (5) days.

Employer's position

Maintain current level of benefits. The Employer wishes to maintain parity with the Deputy's unit concerning this benefit.

Discussion

This type of benefit is heavily impacted by internal comparables. The Deputy unit has the same benefit being proposed by the Employer for the Sergeant's unit. However, the Union raises a valid point regarding the extension of time for purposes of travel or to carry out personal responsibilities. This kind of benefit is particularly needed when parents and other close relatives live a considerable distance away. Sergeants tend to comprise an older group of employees, and they have a higher probability of being impacted more often by deaths of relatives that involve executor responsibilities. In addition, the impact on the Employer's costs is lessened because an employee must use his or her own sick leave to pay for this leave.

Recommendation

Maintain current language in sections 40.1, 40.2, and 40.4. However, Section 40.3 shall reflect a change from two (2) days to three (3) days (see Appendix D).

ISSUE 6 INJURY LEAVE

Union's position

The Union proposes an increase from seven (7) days to thirty (30) days for the time an employee would be given for a job related disabling condition.

Employer's position

Maintain the current level of benefits.

Discussion

The outside comparative data in this area reveals that other counties either have none or as much as 120 calendar days for job related injuries (UX 18). Of the Counties that do have injury leave among these comparables, fifteen (15) days is the minimum benefit level. Many occupations have inherent dangers, and the occupation of law enforcement officers is no different in this regard. Of particular note in law enforcement are injuries sustained from violent criminals who resist arrest or lawful containment.

Recommendation

Maintain current language, except add the following sentence to Section 41.1:

However, if an employee is injured in the pursuit or apprehension of a criminal or criminal suspect, this leave may be extended by an additional fourteen (14) working days per injury (see Appendix E).

ISSUE 7 LONGEVITY

Union's position

The Union proposes language to change the longevity from six (.06) per hour to fifty (.50) per hour.

Employer's position

Maintain current language.

Discussion

The Deputy unit has the same longevity payment plan being proposed by the Employer. Comparable jurisdictions identified in Union Exhibit 16 reveal that bargaining unit employees compare favorably with other jurisdictions once the 10 year mark of employment is reached. The tenure of the seven bargaining unit members exceeds 10 years in all but one case, and that employee has seven years. Inside and outside comparables do not support a change in this benefit.

Recommendation

Maintain current language (see Appendix F).

ISSUE 8 DURATION

Union and Employer's Position

Both parties proposed a three (3) year agreement, but also favor having coordinated bargaining between the Deputy bargaining unit and the Sergeant's bargaining unit.

Discussion

As stated earlier under the Discussion portion of the wage issue, coordinated bargaining makes sense given the size of the Sergeants unit and its relationship to the work performed by the Deputy's bargaining unit. First agreements are sometimes shorter than three years and often the parties need to become familiar with dealing with one another in this more formal context. Preparation and conduct of a seven man unit can take just as much time as negotiations for a 50 person bargaining unit. However, when bargaining is coordinated between like units, bargaining can be condensed and accelerated if conducted under the same workplace and economic conditions.

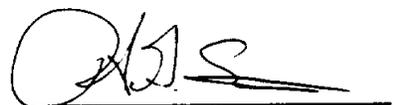
Recommendation

The Agreement shall run from July 1, 1998 through December 31, 1999.

TENTATIVE AGREEMENTS

All other issues tentatively agreed to prior to fact-finding are considered to be part of this report and are recommended to the parties.

The Fact-finder respectfully submits the above recommendations to the parties this 11th day of September, 1998 in Summit County, Ohio.


Robert G. Stein, Fact-finder

**ARTICLE 20
VACATION**

Section 20.1 Vacation Accrual Full-time bargaining unit employees shall be eligible to paid vacation as follows:

- A. One (1) year service but less than eight (8) years completed service shall accumulate vacation at the rate of 3.7 hours per bi-weekly pay period;
- B. Eight (8) years service but less than fifteen (15) years completed service shall accumulate vacation at the rate of 5.5 hours per bi-weekly pay period;
- C. Fifteen (15) years service but less than twenty-five (25) years completed service shall accumulate vacation at the rate of 7.4 hours per bi-weekly pay period;
- D. Twenty-five (25) or more years completed service shall accumulate vacation at the rate of 9.2 hours per bi-weekly pay period.

Section 20.2 Vacation Accrual Full-time bargaining unit employees who normally work forty (40) hours per week shall be eligible to paid vacation as follows:

- A. One (1) year service but less than eight (8) years completed service: shall accumulate vacation at the rate of 3.1 hours per 80 hours active pay status);
- B. Eight (8) years service but less than fifteen (15) years completed service: shall accumulate vacation at the rate of 4.6 hours per 80 hours active pay status);
- C. Fifteen (15) years service but less than twenty-five (25) years completed service shall accumulate vacation at the rate of 6.2 hours per 80 hours active pay status);
- D. Twenty-five (25) or more years completed service: Shall accumulate vacation at the rate of 7.7 hours per 80 hours active pay status).

Section 20.3 For purposes of this Article, employees who are not in an active pay status during a bi-weekly pay period shall have their vacation accumulation commensurately reduced.

Section 20.4 First Year Employees Employees in their first year of employment shall not accrue vacation leave. Upon completion of their first year of employment and successful completion of their probationary period, employees shall be granted the equivalent of one year's vacation leave.

Section 20.5 Accumulation of Vacation Leave Vacation leave may be accrued up to three (3) times the employee's annual accumulation rate. Excess vacation shall be forfeited, unless the employee can demonstrate that the excess accrual was the result of the Employer's inability to accommodate the employee's reasonable requests for time off.

Section 20.6 Payment Upon Separation Any employee with more than one (1) year of service who voluntarily terminates employment shall be paid for any earned but unused vacation leave.

Section 20.7 Denial of Vacation Leave The Employer shall have the right to deny vacation requests if work load requirements so mandate.

APPENDIX B

**ARTICLE 25
HEALTH INSURANCE**

Section 25.1 As additional compensation for employees covered by this Agreement, the County shall provide a medical and dental insurance plan under the terms of this Article.

Section 25.2 The monthly premiums for health, dental and life insurance shall be paid as follows:

<u>Employee Income</u>	<u>Employer Contribution</u>	<u>Employee Contribution</u>
\$10,000-\$15,000	90%	10%
\$15,000-\$20,000	85%	15%
\$20,000-\$35,000	75%	25%
\$35,000+	70%	30%

For purposes of this Article only, employee income shall not include overtime compensation. The Employer shall provide life insurance to each employee in the amount of \$20,000.

Section 25.3 Employees who voluntarily waive their right to participate in the health insurance coverage provided by this Agreement shall be entitled to a Four Hundred Fifty Dollars (\$450) annual bonus for single coverage and a Nine Hundred Dollar (\$900) annual bonus for family coverage.

Section 25.4 The selection of the insurance carrier shall be at the discretion of the Employer. The Employer shall provide employees with a copy of the insurance policies. The Union recognizes the right of the Employer to secure alternate insurance carriers and to modify insurance coverage, which measures may be used to maintain or lessen premium costs. In the event of any changes in carriers or coverage, the Employer shall notify the Union thirty (30) days in advance of the change and shall discuss the impact of any changes upon bargaining unit members upon request of the Union.

**ARTICLE 35
HOLIDAYS**

Section 35.1 Members shall have the following paid holidays:

New Year's Day	(1st day of January)
Martin Luther King Day	(3rd Monday of January)
President's Day	(3rd Monday of February)
Memorial Day	(Last Monday of May)
Independence Day	(4th day of July)
Labor Day	(1st Monday in September)
Columbus Day	(2nd Monday in October)
Veteran's Day	(11th day of November)
Thanksgiving	(4th Thursday of November)
Christmas	(25th day of December)

Section 35.2 Employees shall be scheduled off and paid for eight (8) hours at their straight time hourly rate for each of the holidays listed in Section 1 above during the pay period in which the holiday falls, or shall be paid time and one half (1 1/2) for all hours worked on the holiday in addition to receiving their regular eight (8) hours of pay.

Section 35.3 If a holiday occurs during a period of paid sick leave or vacation leave, the employee will draw normal pay and will not be charged for sick leave or vacation leave.

**ARTICLE 40
FUNERAL LEAVE**

Section 40.1 Funeral leave for nucleus family members. In the event of a death in the nucleus family of an employee, the employee shall be granted up to three (3) days to attend the funeral, make funeral arrangements, and carry out other responsibilities relative to the funeral. The nucleus family members are the employee's spouse, parent, child, step-child, sibling, grandparent, parent-in-law, and step parents or any other relation living in the employee's household.

Section 40.2 Funeral leave for extended family members. In the event of a death in the extended family of an employee, the employee shall be granted one (1) day to attend the funeral of the member of the extended family. The extended family members are the employee's grandparents-in-law, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, and any other person approved at the sole discretion of the Sheriff.

Section 40.3 Use of sick leave. In the event the employee requires time in addition to the funeral leave specified above to travel to a funeral or for members of the nucleus family to carry out responsibilities relative to the funeral, the employee may use up to three (3) days of accumulated, unused sick leave. Such request shall be submitted on a leave request form to the sheriff's office.

Section 40.4 The Sheriff, in his sole discretion, may grant additional time off for funeral leave on a case-by-case basis.

**ARTICLE 41
INJURY LEAVE**

Section 41.1 Any employee unable to do work because of a job-related disabling condition, shall be entitled to a leave of absence at his regular rate of pay, for seven(7) working days per injury, if he is medically certified as being unable to work. **If an employee is injured in the pursuit or apprehension of a criminal or criminal suspect, this leave may be extended by an additional fourteen (14) working days per injury.** This leave shall not be charged to regular sick leave. During such leave of absence, the employer will maintain regular payments into medical, dental, optical and pension plans to ensure continued coverage for the employee and any dependents. Seniority, vacation benefits and pension credits shall be given for the time spent on such leave of absence.

The County shall have the option of requesting a second opinion at no cost to the employee. At the end of the seven day period, the employee shall have his choice to go on regular sick leave, or workers' compensation.

Section 41.2 Full-time employees may be eligible to supplement the workers' compensation benefits they receive with accumulated unused sick leave. Employees who apply for an receive workers' compensation may apply to have sick leave paid to make up the difference between the amount received from Ohio Industrial Commission (OIC) workers' compensation and their normal salary. Sick leave used to supplement workers' compensation shall be calculated to the nearest one-half hour and processed through normal payroll up to one (1) year. This leave shall be used to recover from a medically verified disabling condition sustained in the direct line of duty which prevents employees from performing the material and substantial duties of their normally assigned duties. An "injury" includes one or more physical impairments resulting from the same accident or occurrence which render the employee unable to perform the material and substantial duties of his position.

Section 41.3 If the Sheriff disputes the injury leave request or the job-related nature of the injury the employee may be required by the Sheriff to submit to an examination conducted by a licensed Ohio physician selected from a list of five (5) provided and paid for by the Employer. The physician must certify whether or not the employee is able to perform the material and substantial duties of his position, which certification is a condition to receive injury leave benefits pursuant to this article.

The employee must apply for and exhaust all reasonable efforts to receive workers' compensation.

Injury leave only applies to personal injury of an employee occurring in the line of his duty. The employee shall complete an accident/injury investigation form and in conjunction with the sheriff (or his designee) shall report such injury to the Sheriff immediately and insure that a claim is filed with the OIC.

Documentation will include, but not be limited to, a statement from the employee's physician, an agreement covering compensation reimbursement and any necessary OIC forms or other documents as may be required by the Sheriff. In the event that it is determined that the injury is not employment related, any time the employee is, or has been, absent from work shall be deducted from accrued sick leave.

Section 41.4 Employees shall be eligible to participate in the health insurance benefits in the same manner as provided in this Agreement for the first year after the injury. Employees on extended disability, beyond one year, will be eligible to convert their health insurance according to the provisions of the health insurance plan.

Section 41.5 Employees will continue to accrue seniority during the period an employee is receiving the sick leave supplement to the workers' compensation benefits. Employees on disability supplement shall not accrue additional sick leave, personal days or vacation.

**ARTICLE 43
LONGEVITY**

Section 43.1 Longevity pay shall be made to employees at the rate of six (.06) cents per hour starting on their fifth anniversary of service with the Sheriff's Office. Employees shall receive an additional six (.06) cents per hour for each year of service thereafter.