

STATE EMPLOYMENT
RELATIONS BOARD

AUG 17 10 25 AM '99

IN THE MATTER OF FACT-FINDING PROCEEDING

BETWEEN

ASHTABULA COUNTY SHERIFF (Case Nos.:	99-MED-02-0111
)		99-MED-02-0112
and (99-MED-02-0113
)		99-MED-02-0114
(
)		
(Hearing Dates:	June 10, 1999
)		July 27, 1999
OHIO PATROLMEN'S (
BENEVOLENT (
ASSOCIATION (Findings and Recommendations:	
)		August 17, 1999
(
)		

Representing the County : John Barkan
Consultant

Representing the Union: Richard D. Mauney, Sr.
Business Agent

William J. Miller, Jr.
Fact Finder

SUBMISSION

This matter concerns fact finding proceedings between the Ashtabula County Sheriff (hereafter referred to as the "Employer") and the Ohio Patrolmen's Benevolent Association (hereafter referred to as the "Union, which included four separate bargaining units involving the following: Dispatchers/Cooks, Corrections Officers, Corporals, Clerical/Maintenance). The State Employment Relations Board (SERB) duly appointed William J. Miller, Jr. as Fact Finder in this matter. The parties agreed to extend the submission of this report until August 17, 1999.

The Fact Finding proceedings were conducted pursuant to the Ohio Collective Bargaining Law, and the rules and regulations of the State Employment Relations Board, as amended. Consideration was given to criteria listed in Rule 4117-9-05 (J) of the State Employment Relations Board. The Employer and the Union previously engaged in the collective bargaining process for an extensive period of time before the appointment of a Fact Finder. This Fact Finder had several discussions with the parties prior to June 10, 1999, and on June 10, 1999 attempted to mediate the unresolved issues. Several issues were resolved through mediation, but there were additional issues remaining to be considered during Fact Finding. The following issues were considered at the Fact Finding Hearing on July 27, 1999:

1. Wages
2. Seniority
3. Longevity
4. Fill In Pay
5. Shift Bidding
6. Hours of Work / Overtime
7. Uniform Allowance
8. Sick Leave / Personal Leave / Sick Leave Bonus

1. WAGES

The Union made the following proposals related to wages:

- Six and one-half percent (6 1/2%) effective January 1, 1999
- Five percent (5%) effective January 1, 2000
- Five percent (5%) effective January 1, 2001

**WAGES
CORPORALS**

<u>Corporals</u>	<u>7/1/99</u>	<u>1/1/00</u>	<u>1/1/01</u>
<u>Step 1</u>			
Hourly	\$ 13.88	\$ 14.57	\$ 15.30
Bi-Weekly	\$ 1,110.03	\$ 1,165.53	\$ 1,223.81
Annual	\$28,860.83	\$30,303.87	\$31,819.07
<u>Step 2</u>			
Hourly	\$ 14.69	\$ 15.43	\$ 16.20
Bi-Weekly	\$ 1,175.33	\$ 1,234.09	\$ 1,295.80
Annual	\$30,558.53	\$32,086.45	\$33,690.78
<u>Step 3</u>			
Hourly	\$ 15.39	\$ 16.16	\$ 16.97
Bi-Weekly	\$ 1,231.30	\$ 1,292.86	\$ 1,357.50
Annual	\$32,013.70	\$33,614.38	\$35,295.10
<u>Step 4</u>			
Hourly	\$ 16.47	\$ 17.30	\$ 18.16
Bi-Weekly	\$ 1,317.79	\$ 1,383.68	\$ 1,452.87
Annual	\$34,262.59	\$35,975.72	\$37,774.51

**WAGES
DISPATCHERS**

<u>Dispatchers</u>	<u>7/1/99</u>	<u>1/1/00</u>	<u>1/1/01</u>
<u>Step 1</u>			
Hourly	\$ 12.01	\$ 12.61	\$ 13.24
Bi-Weekly	\$ 960.78	\$ 1,008.82	\$ 1,059.26
Annual	\$24,980.38	\$26,229.40	\$27,540.87
<u>Step 2</u>			
Hourly	\$ 12.59	\$ 13.22	\$ 13.88
Bi-Weekly	\$ 1,007.42	\$ 1,057.80	\$ 1,110.68
Annual	\$26,193.02	\$27,502.68	\$28,877.81

<u>Step 3</u>			
Hourly	\$ 13.10	\$ 13.76	\$ 14.44
Bi-Weekly	\$ 1,048.13	\$ 1,100.53	\$ 1,155.56
Annual	\$27,251.33	\$28,613.89	\$30,044.59

<u>Step 4</u>			
Hourly	\$ 13.93	\$ 14.62	\$ 15.36
Bi-Weekly	\$ 1,114.27	\$ 1,169.99	\$ 1,228.48
Annual	\$28,971.07	\$30,419.63	\$31,940.61

WAGES
COOKS; CLERICAL; AND MAINTENANCE

<u>Cooks</u>	<u>7/1/99</u>	<u>1/1/00</u>	<u>1/1/01</u>
<u>Step 1</u>			
Hourly	\$ 10.95	\$ 11.50	\$ 12.07
Bi-Weekly	\$ 875.98	\$ 919.78	\$ 965.77
Annual	\$22,775.58	\$23,914.36	\$25,110.08

<u>Step 2</u>			
Hourly	\$ 11.45	\$ 12.02	\$ 12.62
Bi-Weekly	\$ 915.84	\$ 961.63	\$ 1,009.71
Annual	\$23,811.84	\$25,002.43	\$26,252.55

<u>Step 3</u>			
Hourly	\$ 11.90	\$ 12.50	\$ 13.12
Bi-Weekly	\$ 952.30	\$ 999.92	\$ 1,049.92
Annual	\$24,759.90	\$25,997.90	\$27,297.79

<u>Step 4</u>			
Hourly	\$ 12.64	\$ 13.27	\$ 13.93
Bi-Weekly	\$ 1,010.82	\$ 1,061.36	\$ 1,114.42
Annual	\$26,281.22	\$27,595.28	\$28,975.04

<u>Clerical</u>	<u>7/1/99</u>	<u>1/1/00</u>	<u>1/1/01</u>
<u>Step 1</u>			
Hourly	\$ 11.58	\$ 12.15	\$ 12.76
Bi-Weekly	\$ 926.02	\$ 972.32	\$ 1,020.93
Annual	\$24,076.42	\$25,280.24	\$26,544.25

<u>Step 2</u>			
Hourly	\$ 12.23	\$ 12.84	\$ 13.49
Bi-Weekly	\$ 978.59	\$ 1,027.52	\$ 1,078.90
Annual	\$25,443.39	\$26,715.56	\$28,051.34

<u>Step 3</u>			
Hourly	\$ 12.82	\$ 13.46	\$ 14.13
Bi-Weekly	\$ 1,025.23	\$ 1,076.49	\$ 1,130.32
Annual	\$26,656.03	\$27,988.83	\$29,388.28

<u>Step 4</u>			
Hourly	\$ 13.75	\$ 14.44	\$ 15.16
Bi-Weekly	\$ 1,099.86	\$ 1,154.85	\$ 1,212.59
Annual	\$28,596.26	\$30,026.07	\$31,527.37

<u>Mechanics</u>	<u>7/1/99</u>	<u>1/1/00</u>	<u>1/1/01</u>
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<u>Step 1</u>			
Hourly	\$ 13.68	\$ 14.37	\$ 15.09
Bi-Weekly	\$ 1,094.77	\$ 1,149.51	\$ 1,206.98
Annual	\$28,463.97	\$29,887.17	\$31,381.52

<u>Step 2</u>			
Hourly	\$ 14.46	\$ 15.18	\$ 15.94
Bi-Weekly	\$ 1,156.67	\$ 1,214.51	\$ 1,275.23
Annual	\$30,073.47	\$31,577.15	\$33,156.00

<u>Step 3</u>			
Hourly	\$ 15.15	\$ 15.90	\$ 16.70
Bi-Weekly	\$ 1,211.79	\$ 1,272.38	\$ 1,336.00
Annual	\$31,506.59	\$33,081.92	\$34,736.02

<u>Step 4</u>			
Hourly	\$ 16.24	\$ 17.05	\$ 17.90
Bi-Weekly	\$ 1,299.14	\$ 1,364.09	\$ 1,432.30
Annual	\$33,777.54	\$35,466.41	\$37,239.73

2. SENIORITY

It is the position of the Union that there should be a change in the computation of seniority from uninterrupted length of service with the Employer, to uninterrupted length of service in the bargaining unit.

The Employer pointed out the union is proposing bargaining unit seniority, as opposed to the current departmental seniority. The Employer proposes to maintain departmental seniority.

FINDINGS AND RECOMMENDATIONS

It is recommended that Article 16, Seniority read as follows:

Section 1. Seniority shall be computed on the basis of uninterrupted length of continuous service in the bargaining unit. A break in service lasting less than thirty-one (31) days shall not constitute a break in continuous service. Once continuous service is broken, unless the employee is reinstated, the employee loses all previously accumulated seniority.

Section 2. An approved leave of absence does not constitute a break in continuous service, provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.

Section 3. Employees laid off shall retain their seniority for a period of two (2) years from the date of layoff.

Section 4. In all matters wherein the Employer shall give consideration and evaluate two or more employees within a particular classification on a comparative basis, such as, but not limited to, job vacancies, vacation selection, holiday leave as described in this Agreement, and shift selection as described in this Agreement; said selection shall be awarded on the basis on seniority should all other factors in the evaluation process be considered equal.

3. LONGEVITY

Regarding longevity, the Union proposes the following:

5-9 years	2% of base pay rate
10-14 years	3% of base rate
15-19 years	4% of base rate
20+ years	5% of base rate

The Employer proposes that there be no increases provided regarding longevity.

FINDINGS AND RECOMMENDATIONS

It is proposed that longevity be provided as follows:

A. Based on continuous employment from the employee's date of hire with the Ashtabula County Sheriff, employees covered by this Agreement shall earn longevity as follows:

5 through 9 years	2% of annual salary
10 through 14 years	3% of annual salary
15 years and up	4% of annual salary

B. Longevity will be paid to employees in a separate check on the first (1st) pay period in December.

4. FILL IN PAY (Applicable only to Corrections Officers)

The Union proposes that bargaining unit members be compensated at the Corporal pay rate for each hour worked as O.I.C. or Acting Corporal.

The Employer rejects the proposal made by the Union related to fill in pay.

FINDINGS AND RECOMMENDATIONS

It is recommended that Corrections Officers who are scheduled to work in a Corporal's position, will be paid at the Corporal's wage rate for all hours worked in this fill-in position.

5. SHIFT BIDDING (Applicable only to Corrections Officers and Corporals)

The Union proposes that effective upon ratification of the agreement that annual shift bidding occur on the basis of seniority.

The Employer rejects the proposal made by the Union. It is contended by the Employer that placement on shifts is an assignment, which falls under management rights, and therefore not an issue to negotiate.

FINDINGS AND RECOMMENDATIONS

It is recommended that the following shift selection be implemented in the Agreement for Corporals:

Section 1. Commencing on or about August 1, 1999, Jail Corporals and Fill-in Corporals, will take part in a shift selection process. This shift selection will be based on the employee's seniority, as defined under Article 16, Seniority.

Section 2. Once an employee has used his seniority to make his shift selection, the employee will be required to stay on the selected shift for ninety (90) calendar days.

Section 3. Thirty (30) calendar days before the completion the employee's shift, a new selection process will be started. Employees will use their seniority to select a shift, other than the shift the employee is currently working. the employee will be required to stay on the selected shift for ninety (90) calendar days. This shift selection process will then continue for the duration of this agreement, under the terms outlined herein.

Section 4. The positions of Corporal/Records Officer and Corporal/Medical Officer, will be assigned to a shift, and will not be part of the shift selection process.

It is recommended that the following shift selection be implemented in the Agreement for Corrections Officers:

Section 1. Commencing on or about September 1, 1999, all Corrections officers will take part in a shift selection process. This shift selection will be based on the employee's seniority, as defined under Article 16, Seniority.

Section 2. Once an employee has used his seniority to make his shift selection, the employee will be required to stay on the selected shift for sixty (60) calendar days.

Section 3. Thirty (30) calendar days before the completion the employee's shift, a new selection process will be started. Employees will use their seniority to select a shift, other than the shift the employee is currently working. The employee will be required to stay on the selected shift for sixty (60) calendar days. This process will be repeated again, thirty (30) calendar days before the completion of the employee's shift. This shift selection process will then continue for the duration of this agreement, under the terms outlined herein. During the six picks which occur during a calendar year, each employee must touch on all shifts at least one time.

Section 4. An employee(s), not participating in this shift selection process, will be required to sign a letter of agreement stating that the employee will be assigned to a shift, and shall be required to remain on that shift for the duration of this agreement. Any request made under this section, shall be approved only by the sole discretion of the Employer.

6. HOURS OF WORK / OVERTIME

The Union requests regarding hours of work / overtime that provision be made for a compensatory time bank of eighty (80) hours instead of the current "earn and use in the same pay period," which is currently provided in the Agreement.

The Employer points out that the Union is proposing to establish a Comp Time bank of eighty (80) hours, under the Hours of Work/Overtime article. The Employer, at one time had a comp time bank, and this created numerous staffing and scheduling problems. Therefore, the Employer rejects this proposal and will continue to pay the employees for the overtime hours they work.

FINDINGS AND RECOMMENDATIONS

The following provisions related to hours of work / overtime are recommended for the Corrections Officers:

Section 1. This Article is intended to define the normal hours of work per work period in effect at the time of the execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal work day or work period for the purpose of promoting efficiency or improving services; or from establishing the work schedules of employees, except as limited by this Article. This Article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or per week.

Section 2. The standard work period for all full-time employees covered by the terms of this Agreement shall be eighty (80) hours, inclusive of a daily one-half (1/2) hour lunch period. The work period shall commence at 0001 hours Sunday and conclude at 2400 hours the second consecutive following Saturday. Each employee in the bargaining unit shall be entitled to two (2) fifteen minute breaks, per shift worked. The breaks cannot be used to extend the employee's daily lunch period. Scheduling of the breaks will take into effect the work load requirements and operational needs of the Employer. If an employee is unable to take his/her break due to work load requirements, there shall be no compensation given for lost break time.

Section 3. When an employee is required by the Employer to work in excess of forty (40) hours in a seven (7) day work period, he shall be entitled to overtime compensation at one and one-half (1-1/2) times the employee's regular hourly rate of pay.

Section 4. For purposes of the computation of overtime, sick leave shall not be counted as hours worked. When an employee is required to work overtime in a work period where he has taken sick leave, the employee shall not be eligible for the premium rate until he has actually worked forty (40) hours in seven (7) day work period.

Section 5. An employee required to work on one of the recognized holidays, as defined in Article 20 of this Agreement, is entitled to receive compensation at the rate of one and one-half (1-1/2) times his usual rate of pay, in addition to receiving his regular holiday pay. The premium rate of pay shall not be considered in determining an employee's regular rate of pay for the purpose of calculating overtime compensation which may accrue in such work period.

Section 6. Overtime will be distributed as equally as possible among employees by consideration of classification, position, qualification, and seniority of those employees who normally perform such work.

Section 7. When the employer becomes aware that authorized overtime is being accrued during a pay period by an employee, the Employer may offer the employee compensatory time off during the pay period. The compensatory time off shall be equal to the overtime accrued to that point, and in accordance with the FLSA. The employee may, at his discretion, accept such compensatory time off. However, the employer may not adjust the employee's work schedule without the employee's consent for the purpose of avoiding the payment of overtime.

The following provisions related to hours of work / overtime are recommended for the Corporals:

Section 1. This Article is intended to define the normal hours of work per work period in effect at the time of the execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal work day or work period for the purpose of promoting efficiency or improving services; or from establishing the work schedules of employees, except as limited by this Article. This Article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or per week.

Section 2. The standard work period for all full-time employees covered by the terms of this Agreement shall be eighty (80) hours, inclusive of a daily one-half (1/2) hour lunch period. The work period shall commence at 0001 hours Sunday and conclude at 2400 hours the second consecutive following Saturday.

Section 3. When an employee is required by the Employer to work in excess of forty (40) hours in a seven (7) day work period, he shall be entitled to overtime compensation at one and one-half (1-1/2) times the employee's regular hourly rate of pay.

Section 4. For purposes of the computation of overtime, sick leave shall not be counted as hours worked. When an employee is required to work overtime in a work period where he has taken sick leave, the employee shall not be eligible for the premium rate until he has actually worked forty (40) hours in seven (7) day work period.

Section 5. An employee required to work on one of the recognized holidays, as defined in Article 20 of this Agreement, is entitled to receive compensation at the rate of one and one-half (1-1/2) times his usual rate of pay, in addition to receiving his regular holiday pay. The premium rate of

pay shall not be considered in determining an employee's regular rate of pay for the purpose of calculating overtime compensation which may accrue in such work period.

Section 6. Overtime will be distributed as equally as possible among employees by consideration of classification, position, qualification, and seniority of those employees who normally perform such work.

Section 7. When the employer becomes aware that authorized overtime is being accrued during a pay period by an employee, the Employer may offer the employee compensatory time off during the pay period. The compensatory time off shall be equal to the overtime accrued to that point, and in accordance with the FLSA. The employee may, at his discretion, accept such compensatory time off. However, the employer may not adjust the employee's work schedule without the employee's consent for the purpose of avoiding the payment of overtime.

The following provisions related to hours of work / overtime are recommended for the Dispatchers:

Section 1. This Article is intended to define the normal hours of work per work period in effect at the time of the execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal work day or work period for the purpose of promoting efficiency or improving services; or from establishing the work schedules of employees, except as limited by this Article. This Article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or per week.

Section 2. The standard work period for all full-time employees covered by the terms of this Agreement shall be eighty (80) hours, inclusive of a daily one-half (1/2) hour lunch period. The work period shall commence with the Day Shift on Sunday and conclude with the Midnight Shift the second consecutive following Saturday.

Section 3. When an employee is required by the Employer to work in excess of forty (40) hours in a seven (7) day work period, he shall be entitled to overtime compensation at one and one-half (1-1/2) times the employee's regular hourly rate of pay.

Section 4. For purposes of the computation of overtime, sick leave shall not be counted as hours worked. When an employee is required to work overtime in a work period where he has taken sick leave, the employee shall not be eligible for the premium rate until he has actually worked forty

(40) hours in seven (7) day work period.

Section 5. An employee required to work on one of the recognized holidays, as defined in Article 20 of this Agreement, is entitled to receive compensation at the rate of one and one-half (1-1/2) times his usual rate of pay, in addition to receiving his regular holiday pay. The premium rate of pay shall not be considered in determining an employee's regular rate of pay for the purpose of calculating overtime compensation which may accrue in such work period.

Section 6. Overtime will be distributed as equally as possible among employees by consideration of classification, position, qualification, and seniority of those employees who normally perform such work.

Section 7. When the employer becomes aware that authorized overtime is being accrued during a pay period by an employee, the Employer may offer the employee compensatory time off during the pay period. The compensatory time off shall be equal to the overtime accrued to that point, and in accordance with the FLSA. The employee may, at his discretion, accept such compensatory time off. However, the employer may not adjust the employee's work schedule without the employee's consent for the purpose of avoiding the payment of overtime.

The following provisions related to hours of work / overtime are recommended for the Cooks, Clerical, and Maintenance workers:

Section 1. This Article is intended to define the normal hours of work per work period in effect at the time of the execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal work day or work period for the purpose of promoting efficiency or improving services; or from establishing the work schedules of employees, except as limited by this Article. This Article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or per week.

Section 2. The standard work period for all full-time employees covered by the terms of this Agreement shall be eighty (80) hours, inclusive of a daily one (1) hour lunch period. The work period shall commence at 0001 hours Sunday and conclude at 2400 hours the second consecutive following Saturday. Each employee in the bargaining unit shall be entitled to two (2) fifteen minute breaks, per shift worked. The breaks cannot be used to extend the employee's daily lunch period. Scheduling of the breaks will take into effect the work load requirements and operational needs of

the Employer. If an employee is unable to take his/her break due to work load requirements, there shall be no compensation given for lost break time.

Section 3. When an employee is required by the Employer to work in excess of forty (40) hours in a seven (7) day work period, he shall be entitled to overtime compensation at one and one-half (1-1/2) times the employee's regular hourly rate of pay.

Section 4. For purposes of the computation of overtime, sick leave shall not be counted as hours worked. When an employee is required to work overtime in a work period where he has taken sick leave, the employee shall not be eligible for the premium rate until he has actually worked forty (40) hours in seven (7) day work period.

Section 5. An employee required to work on one of the recognized holidays, as defined in Article 20 of this Agreement, is entitled to receive compensation at the rate of one and one-half (1-1/2) times his usual rate of pay, in addition to receiving his regular holiday pay. The premium rate of pay shall not be considered in determining an employee's regular rate of pay for the purpose of calculating overtime compensation which may accrue in such work period.

Section 6. Overtime will be distributed as equally as possible among employees by consideration of classification, position, qualification, and seniority of those employees who normally perform such work.

Section 7. When the employer becomes aware that authorized overtime is being accrued during a pay period by an employee, the Employer may offer the employee compensatory time off during the pay period. The compensatory time off shall be equal to the overtime accrued to that point, and in accordance with the FLSA. The employee may, at his discretion, accept such compensatory time off. However, the employer may not adjust the employee's work schedule without the employee's consent for the purpose of avoiding the payment of overtime.

7. UNIFORM ALLOWANCE

The Union proposed the following regarding uniform allowance:

Corrections Officers and Corporals

1. Rename to "Uniforms and Maintenance Allowance"

2. Add the following as Section 6:

Section 6. Effective January 1, 1999, bargaining unit members shall receive a Uniform Maintenance Allowance in the amount of \$450.00. The Uniform Maintenance Allowance shall be paid on the first pay period of each year.

Dispatchers / Cooks

1. Name to “Uniforms and Maintenance Allowance”
2. Incorporate provision from C.O. CBA
3. Initial Issue of five (5) complete uniforms
4. Add the following as Section 6:

Section 6. Effective January 1, 1999, bargaining unit members shall receive a Uniform Maintenance Allowance in the amount of \$450.00. The Uniform Maintenance Allowance shall be paid on the first pay period of each year.

Clerical and Maintenance

Maintain and memorialize the current practice. Employer provides uniforms and maintains uniforms.

The Employer position regarding uniform allowance is as follows:

Currently, only those departmental employees who wear authorized ACAS uniforms, are eligible for a uniform allowance. Such uniform allowance is in the form of the quartermasters system. Before a uniform allowance can be put into place, employees must be in a departmental issued uniform. Therefore, effective January 1, 2000, all employees will be issued a departmental uniform, with said uniform being a BSSA approved uniform. The Employer will provide each employee with the initial starting uniform, and any replacement will be made through the quartermaster system, currently used by the Deputies and Sergeants.

FINDINGS AND RECOMMENDATIONS

It is my recommendation that the existing uniform allowance remain in effect.

8. SICK LEAVE CASH-OUT AND SICK LEAVE BONUS

The Union proposed the following related to sick leave:

Sick Leave Cash-Out

More than ten (10) years but less than twenty (20) years:

1:3 Ratio - maximum of 480 hours

More than twenty (20) years:

1:2 Ratio - maximum of 768 hours

Sick Leave Bonus

0 Sick time used in 1st 6 months of the year	\$350.00
0 Sick time used in 2nd 6 months of the year	\$700.00
No more than 8 hours used in a year	\$600.00

The Employer proposed to maintain the current departmental sick leave bonus plan and rejected the Union's proposal to increase the sick leave cash out. The following is the current sick leave bonus policy:

Section 13 . The following sick leave bonus will be paid to bargaining unit members, who have:

Taken no more than eight (8) hours of sick leave in a year: \$600.00

For this section only, a "year" shall be defined as running from December 1, through and inclusive to the following November 30. On duty injury leave and authorized funeral leave shall not count against the use of sick leave, for purposes of this bonus.

Payment of sick leave bonus will be in a separate check to the eligible employee(s) at the next pay period following the completion of the year.

FINDINGS AND RECOMMENDATIONS

The following is recommended regarding sick leave cash out and sick leave bonus:

Section 13 . Sick Leave Bonus. Effective December 1, 1996, the following sick leave bonus will be paid to bargaining unit members, who have:

Taken no more than eight (8) hours of sick leave in a year: \$600.00

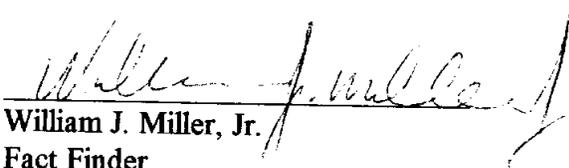
For this section only, a "year" shall be defined as running from December 1, through and inclusive to the following November 30. On duty injury leave and authorized funeral leave shall not count against the use of sick leave, for purposes of this bonus.

Payment of sick leave bonus will be in a separate check to the eligible employee(s) at the next pay period following the completion of the year.

Section 14. Sick Time Bank. Employees, with at least four hundred sick time hours, may donate up to forty (40) hours to another bargaining unit member who may be on extended sick leave, or Family Medical Leave (FMLA). The donation of sick leave time must be signed and in writing from the donor to the Employer.

CONCLUSION

In conclusion, this fact-finder submits his findings and recommendations as set forth herein.


William J. Miller, Jr.
Fact Finder

August 17, 1999