

**IN THE MATTER
OF
CONCILIATION**

STATE EMPLOYMENT
RELATIONS BOARD

2002 JUN 21 A 10: 37

FINDINGS & AWARD

BETWEEN	Case No(s) : 01-MED-10-0956
Ohio Policeman's Benevolent Association	Conciliator: John S. Weisheit
and the	Hearing Date: May 11, 2002
Medina County Sheriff	Award Issue Date: June 17, 2002

**REPRESENTATION
by**

<u>Employer Representatives</u>	<u>Union Representatives</u>
Gary C. Johnson, Esq. JOHNSON & ANGELO Tom Miller, Chief Deputy	S. Randall Weltman, Esq. CLIMACO, LEFKOWITZ, PECA, WILCOX & GAROFOLI CO. L.P.A. Bruce Conelius, OPBA Dir. William A. Harrell, Deputy Representative Gergg Greiner, Deputy Representative

AUTHORITY

This matter was brought before John S. Weisheit, Conciliator, in keeping with applicable provisions of ORC 4117 and related rules and regulations of the Ohio State Employment Relations Board. The parties have complied in a timely manner with all procedural filings. The matter is determined properly before the Conciliator for consideration and directive based on merit and fact according to the provisions of ORC 4117, in particular those that apply to safety forces. Further, the parties have authorized the Conciliator to issue his Award based on the agreements in principle reached by the parties in mediation at the Conciliation Hearing.

BACKGROUND

The Medina County Sheriff Office, hereinafter called the “MCSO” and/or the “Employer”, recognize the Ohio Patrolmens Benevolent Association , hereinafter referred to as the “Union” and/or the “OPBA”, for the purpose of collective bargaining with certain employees in the MCSO consisting of those employed as full-time Deputy Sheriff or Deputy Detective. There are about 35 employees in this bargaining unit. The OPBA represents three (3) other bargaining units. Each bargaining unit negotiates with the Employer separately.

The most recent expiring collective bargaining agreement between the parties was in effect from January 1, 1999, though December 31, 2001 .

The parties engaged in a period of good faith bargaining for a successor Agreement. When all issues were not resolved, they requested the services of a Factfinder to assist in resolving those issues at impasse. The Factfinder’s Report was issued in February, 2002, and was subsequently rejected by the Medina County Commissioners. The matter was moved to conciliation, pursuant to ORC 4117. This Conciliator was appointed by the State Employment Relations Board (SERB) in keeping its Rules and Regulations. A Conciliation Hearing was conducted May 20, 2002, at the Medina County Business Offices, Medina, Ohio.

ISSUES AT TENTATIVE AGREEMENT PRIOR TO CONCILIATION

All terms of the proposed successor agreement have been tentatively agreed to except for the Articles specifically identified as issues at impasse and listed in this Award.

ISSUES UNRESOLVED AT CONCILIATION

The following Sections of the Articles listed were at impasse at the start of the Conciliation. All other terms contained in the Article have been resolved and are tentatively agreed to.

Article 21	Sec. 21.02
Uniform Maintenance Allowance	Sec. 21.03
Article 22	Sec. 22.02
Insurances	Sec. 22.03
	Sec. 22.08
Article 28	Sec. 28.01
Rates of Pay	Sec. 28.02
	Sec. 28.03
	Sec. 28.04
	Sec. 28.05

ISSUES AT IMPASSE

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SUMMARY OF PARTY ISSUE POSITIONS

PRIOR TO MEDIATION AT THE CONCILIATION HEARING

The following sets forth the summary position of the Employer and Union on each unresolved issue.

Employer's Last Position	Issue	Union's Last Position
New Hire = \$625 Deputy = 800 Detective = 900 Retain current rates	Article XXI Uniform Maint. & Allowance	Propose: New Hire = \$ 625 Deputy = 1,000* Detective= 1,100* * 100 inc in yrs 2 & 3 Delete 21.03 (prorated pay at severance)

Employer's Last Position	Issue	Union's Last Position																																		
<p>Retain current optical coverage. Increase Deductibles to:</p> <table border="0"> <tr> <td></td> <td style="text-align: center;">Network</td> <td style="text-align: center;">Non-</td> </tr> <tr> <td>Network</td> <td></td> <td></td> </tr> <tr> <td>Single</td> <td style="text-align: right;">\$ 250</td> <td style="text-align: right;">\$ 500</td> </tr> <tr> <td>Family</td> <td style="text-align: right;">500</td> <td style="text-align: right;">1,000</td> </tr> </table> <p>Out of Pocket Max</p> <table border="0"> <tr> <td>Single</td> <td style="text-align: right;">500</td> <td style="text-align: right;">1,000</td> </tr> <tr> <td>Family</td> <td style="text-align: right;">1,000</td> <td style="text-align: right;">2,000</td> </tr> </table> <p>Monthly Employee Premium Rate</p> <table border="0"> <tr> <td>Single</td> <td style="text-align: right;">\$20</td> </tr> <tr> <td>Family</td> <td style="text-align: right;">50</td> </tr> </table> <p>Prescription Drugs</p> <p>Retail (34 day supply/100 units)</p> <table border="0"> <tr> <td>Brand name</td> <td style="text-align: right;">\$12 co-pay</td> </tr> <tr> <td>Generic</td> <td style="text-align: right;">6 co-pay</td> </tr> </table> <p>Mail Order (90 day supply)</p> <table border="0"> <tr> <td>Brand name</td> <td style="text-align: right;">\$24 co-pay</td> </tr> <tr> <td>Generic</td> <td style="text-align: right;">12 co-pay</td> </tr> </table> <p>Out of Pocket Max</p> <table border="0"> <tr> <td>Single</td> <td style="text-align: right;">\$250</td> </tr> <tr> <td>Family</td> <td style="text-align: right;">500</td> </tr> </table>		Network	Non-	Network			Single	\$ 250	\$ 500	Family	500	1,000	Single	500	1,000	Family	1,000	2,000	Single	\$20	Family	50	Brand name	\$12 co-pay	Generic	6 co-pay	Brand name	\$24 co-pay	Generic	12 co-pay	Single	\$250	Family	500	<p>Article XXII Insurances</p>	<p>Propose increase optical benefits.</p> <p>Retain Current employee deductible.</p> <p>Retain Current Out of Pocket Max</p> <p>Retain Current employee premium rates.</p> <p>Retain current Prescription co-pay rates.</p>
	Network	Non-																																		
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Family	500																																			
<p>Maintain current classifications.</p> <p>Inc. pay schedule by:</p> <p>3.5% (1st full pay in Jan. '02)</p> <p>3.5% (1st full pay in Jan. '03)</p> <p>3.5% (1st full pay in Jan. '04)</p>	<p>Article XVIII Class & Rate of Pay</p>	<p>Propose single pay classification rate.</p> <p>Inc. 4 % (1st full pay in Jan.' 02 single schedule)</p> <p>Inc. 3.5% (1st full pay in Jan.' 03 single schedule)</p> <p>Inc. 3.5% (1st full pay in Jan. '04 single schedule)</p>																																		

CONCILIATOR'S DETERMINATION

General

Upon calling the Hearing to order, the Conciliator offered the parties an opportunity to mediate the remaining unresolved issues. They accepted the offer. In the course of mediation, the parties reached agreement in principle regarding all issues at impasse. As noted under "Authority", the parties, by mutual agreement, authorized the Conciliator to alternate from the Statutory Provisions of ORC 4117 regarding the manner of issuing his Award. The Conciliator was authorized to enter the understandings in principle arrived at between the parties, in place of the parties "last best offer", as the Conciliator's final and binding determination for inclusion in the Agreement.

In keeping with the terms and understandings of the parties, the following final and binding determinations are so entered into this Award without discussion.

Article XXI

Uniform

Maintenance

Allowance

It is determined that all Sections of Article XXI, as found in the contract between the parties expiring December 31, 2001, shall be included in this Agreement including the changes in the following Sections:

Section 21.02. The Employer shall pay a uniform maintenance allowance of Nine Hundred-Fifty Dollars (\$950) to deputies and One Thousand Fifty Dollars (\$1,050) to detectives. Such payments shall be made in June of each year to employees and shall require no receipts from the employees. The Employer shall continue to provide weapons, leather gear and necessary equipment as presently provided. Such amounts shall be increased by Fifty Dollars (\$50) in year 2003 and One Hundred Dollars (\$100) in year 2004.

CONCILIATOR'S DETERMINATION

Article XXII

Insurances

It is determined that all Sections of Article XXII, as found in the contract between the parties expiring December 31, 2001, shall be included in this Agreement, including the changes in the following Sections:

Section 22.02 There will be a per person deductible of Two Hundred-Fifty Dollars (\$250) per single or Five Hundred Dollars (\$500) per family. Following the deductible there will be an 85/15 co-pay until the single employee has expended a maximum of Five Hundred Dollars (\$500) or the family has expended One Thousand Dollars (\$1,000). After this is met, eligible expenses from a network provider will be fully paid. However, if an employee elects to use a doctor or hospital which is out of the network, there will be a 75/25 co-pay until the single employee has expended a maximum of One Thousand Dollars (\$1,000) or the family has expended Two Thousand Dollars (\$2,000). After this is met, eligible expenses from a non-network provider will be fully paid.

Section 22.03. The Plan will include a managed prescription drug program wherein drugs are to be purchased at one of many network pharmacies and will include a mail order drug program providing a Twenty-Four Dollars (\$24) co-pay deductible for brand name drugs and a Twelve Dollars (\$12) co-pay deductible for generic brand drugs. A retail pharmacy program that includes a Twelve Dollars (\$12) co-pay deductible for brand name drugs and Six Dollars (\$6) for generic drugs. The maximum annual out of pocket employee expenses for prescription drugs under this program will be Two Hundred-Fifty Dollars (\$250) per single and Five Hundred Dollars (\$500) per family. Dental coverage will remain as current.

Section 22.08. Employees shall contribute Twenty Dollars (\$20) per month for a single plan and Thirty Dollars (\$30) per month for a family plan. Effective January 1, 2004, the family monthly contribution rate will be Fifty Dollars (\$50).

CONCILIATOR'S DETERMINATION

Article XXVIII It is determined that all Sections of Article XXVIII, as found in the contract between the parties expiring December 31, 2001, shall be included in this Agreement including the changes in the following Sections:

Rates of Pay

Section 28.01. Effective at the beginning of the first full payroll period in January, 2002, all bargaining unit employees (including those that were in active pay status in 2002 and who have since left the Department) shall receive wages in accordance with the following pay schedules. Those employees in a Deputy III Classification shall receive four percent (4%) on money earned in the year 2002.

Step 1 (Start)	\$ 34,435
Step 2 (6 Months)	36,024
Step 3 (1 Year)	37,207
Step 4 (2 Years)	39,093
Step 5 (3 Years)	41,080

28.02. Effective at the beginning of the first full payroll period in January, 2003 all employees shall receive wages in accordance with the following pay schedules:

Step 1 (Start)	\$ 35,641
Step 2 (6 Months)	37,284
Step 3 (1 Year)	38,509
Step 4 (2 Years)	40,461
Step 5 (3 Years)	42,518

28.03. Effective at the beginning of the first full payroll period in January, 2004 all employees shall receive wages in accordance with the following pay schedules:

Step 1 (Start)	\$ 36,888
Step 2 (6 Months)	38,589
Step 3 (1 Year)	39,857
Step 4 (2 Years)	41,877
Step 5 (3 Years)	44,006

CONCILIATOR'S DETERMINATION

Article XXVIII Rates of Pay concluded **28.04** Effective at the beginning of the first full payroll period in January, 2002, all deputies assigned to : a) Road Patrol; b) Detective Bureau;
c) Civil Bureau; and , d) Truck Scales shall be entitled to a "duty differential" in the amount of Two Thousand Three Hundred Dollars (\$2,300.00) which shall be payable twelve monthly payroll installments in the last pay of each month.

28.05 Assignments to any position shall not be deemed a promotion or demotion, and any employee may be assigned or reassigned to any of these duties at the Sheriff's discretion. Such assignments or reassignments are not grievable or disciplinary.

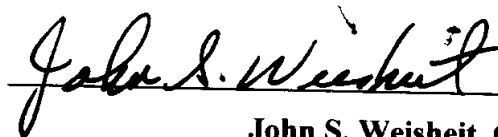
TOTALITY OF AGREEMENT

This will affirm this Award, consisting of **8 pages**, inclusive of this page, contain the findings, determination, and Award of the Conciliator.

All terms in the agreement between the parties, effective January 1, 1999 - December 31, 2001, shall be included in this Agreement as stated, except as specifically deleted or modified by tentative agreement of the parties or by the Determination of the Conciliator and reflected in this Award.

To the best of my knowledge, this Report complies with applicable provisions of ORC 4117 and related Rules and Regulations adopted by the State Employment Relations Board and expressed authority of the parties.

I hereby affix my signature at Galion, in the County of Crawford, in the State of Ohio, this day of **June 17, 2002**.



John S. Weisheit, Conciliator