

STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD

STATE EMPLOYMENT  
RELATIONS BOARD

2003 AUG 11 A 9 05

IN THE MATTER OF CONCILIATION BETWEEN:

Green County Sheriff's Office  
Public Employer,

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SERB Case Nos. 02-MED-08-0719;0720;0721

and

Fraternal Order of Police,  
Ohio Labor Council, Inc., Union

**CONCILIATION REPORT AND AWARD**

This matter was heard on July 16, 2003

APPEARANCES:

Mitchell B. Goldberg, Appointed Conciliator

For the Employer:

Jonathan J. Downes, Esq.  
Downes, Hurst & Fishel  
400 S. 5<sup>th</sup> Street, Suite 200  
Columbus, OH 43215-5492

For the Union:

Thomas Fehr, Staff Representative  
Fraternal Order of Police/OLC, Inc.  
5752 Cheviot Road, Suite D  
Cincinnati, OH 45247

## **I. INTRODUCTION AND BACKGROUND**

The undersigned, Mitchell B. Goldberg, was appointed by the State Employment Relations Board (“SERB”) on May 1, 2003 as the conciliator to resolve the remaining issues in dispute between the parties in their labor negotiations. The hearing was scheduled for July 16, 2003 at the offices of the Employer in Xenia , Ohio pursuant to an agreement between the parties. Each party submitted a position statement at least five days prior to the hearing with in the requirements set forth in O.R.C. Section 4117.14 (G)(3). The position statements contained the final offers of each party on the remaining unresolved issues. However, at the hearing, mediation efforts ensued which resulted in the submission of revised final offers to the conciliator in accordance with O.A.C. Rule 4117-9-06(E) (4). Other issues were settled between the parties and they requested that the mediated settlement be included in the final report as part of the conciliation award. This report and award, therefore, incorporates certain of the revised offers of the parties together with settlement agreements reached during the mediation process. The report and or award also incorporates all prior agreements reached between the parties which were not presented to the conciliator at the hearing.

The three bargaining units consist of : (1) Deputies below the rank of Sergeant; (2) Non-Deputies including Paramedics, Nurses, Cooks, and Custodians; and (3) the Supervisors Unit which includes Sergeants and Lieutenants. Unit 1 consists of approximately 120 deputies, Unit 2 contains approximately 9 members, and Unit 3 consists of approximately 17 Supervisors.

## **II. UNRESOLVED ISSUES**

### **ARTICLE 20-HOURS OF WORK**

#### **Employer Position:**

The Employer proposed an 80 hour cap on the amount of compensatory time which may be earned or accrued in a calendar year. This proposal reduces the cap from 96 hours in the current agreements. The Employer wants to reduce this cost item in its payroll budget which currently amounts to nearly 3% of the entire budget. The costs for all leaves and holidays amounts to approximately 15% of the payroll budget. The Employer believes that these costs are excessive.

#### **Union Position:**

The Union proposes no changes in the current language. This position was adopted by Fact Finder N. Eugene Brundige.

#### **Award:**

The Union position is adopted as part of this award. The language in the current agreement shall remain unchanged.

### **ARTICLE 26-UNIFORMS**

The parties have tentatively agreed that Detectives in the rank of Deputy Sheriff will receive a clothing allowance of two hundred dollars, (\$200.00) per year and will be provided dry

cleaning and maintenance of their work attire. The Employer proposes that the remaining provisions of Article 26 remain unchanged. The unresolved issue relates to the Detectives in the Deputies Unit.

Union Position:

The Union proposes a uniform allowance for Detectives together with dry cleaning and maintenance of clothing. Also, the Union proposes payment of a pro-rata share of the allowance upon separation from service.

Fact Finder:

The Fact Finder recommended that Article 26 be amended to reflect dry cleaning for Detectives, but not the addition of a clothing allowance.

Award:

The Employers position is adopted. Section 26.8 shall be added to the current language and shall read as follows:

Clothing Allowance. Detectives employed as of August 1<sup>st</sup> each year shall receive each year a clothing allowance of two hundred dollars.

## ARTICLE 28-SICK LEAVE

### Employer Position:

Because of the high expenses of the present sick leave system, the Employer proposes that bargaining unit members receive a graduated scale for the accrual of sick leave over the life of the contract. The benefit would provide for 112 hours beginning July 1, 2003, 104 hours beginning July 1, 2004, and 100 hours beginning July 1, 2005. The Employer has provided incentives for accepting this proposal which includes 3 days of pay or wellness leave for perfect attendance and additional wage increase of ½ percent in years 2004 and 2005.

### Union Position:

The Union attempted to address some of management's concerns by proposing their own policy which allows any loss of pay to be offset by the use of other paid leave. They further propose that an emergency would be an exception to the twenty four hour notice provision. The Union further proposes that sick leave may be used in one hour increments.

### Award:

The Employer modified its position and final offer during the mediation session at the hearing. The Employer's modified position is adopted as follows:

Section 28.1A of the current contract shall remain unchanged.

28.2 Sick Leave Use. An employee may request sick leave by following the procedure outlined in Section 28.4 of this Article. Sick leave may be requested for the following reasons:

- A. Illness or injury of the employee;
- B. Illness or injury of a member of the employee's immediate family where attention by the employee is reasonably necessary;
- C. Exposure of employee or a member of his or her immediate family to a contagious disease which would have the potential of jeopardizing the health of other employees;
- D. Medical, dental, mental or optical examination or treatment of employee or a member of his or her immediate family;
- E. Pregnancy, childbirth and/or related medical conditions;
- F. Death of a member of the immediate family as defined in Section 28.8. Such usage shall be limited to a reasonably necessary period of time, not to exceed five (5) days. Sick leave used for death in the immediate family will not affect any attendance incentive benefit;
- G. Leave that meets the criteria of the Family and Medical Leave Act, Accrued sick leave time must be utilized and shall count towards the 12-week FMLA leave. Many of the reasons for the use of sick leave also qualify as FMLA leave. The period for determining whether the 12-week entitlement has been exhausted is defined by the Employer as a uniform rolling 12-month period measured backward from the first date of the approved FMLA leave; and
- H. Donation of leave to a co-worker pursuant to Section 28.13 of this Article.

Employee should make every effort to preserve their sick time benefits and schedule regular medical or dental appointments during time off. If they are scheduled during work hours, the approval of the immediate supervisor is necessary. Whenever possible, make appointments near the end of the work day to minimize sick time use. Any occurrence of illness, injury or medical disability of three (3) days or more shall require a doctor's release to return to work stating the reason for the absence.

28.3 (Deleted)

28.4. Notification. An employee who is unable to report for work must notify, by telephone or other means of communication the immediate supervisor or other designated person in accordance with the Employer's policy as soon as possible.

28.5. Payment. Upon return to work, prior to starting work, the employee shall formally request sick leave by completing his/her portion of the employer's request for leave form and submit it to the supervisor. If the request for leave is denied and as a result the employee has been overpaid, such overpayment shall be deducted from the employee's next pay.

28.6. Misuse of Sick Leave. Any employee failing to comply with the Article on sick leave shall not be entitled to pay. Application for sick leave with the intent to defraud shall result in disciplinary action. Altering a physician's statement shall be grounds for immediate dismissal.

28.7. Payment of Sick Leave Only Upon Death or Retirement. Upon death or retirement, after ten (10) years of service, employees may elect to be paid for accrued and unused sick leave. This payment shall be at the employee's rate of pay at the time of retirement. Accepting the cash payment eliminates all remaining sick leave balance up to that time. The rates of payment are set forth in A through D below:

- A. Ten or more years of service: 25% up to a maximum of  $\frac{1}{4}$  of 120 days, or a maximum of thirty (30) days.
- B. Twenty or more years of service: 33% up to a maximum of  $\frac{1}{3}$  of 120 days, or a maximum of forty (40) days.
- C. Twenty Five or more years of service: 40% up to a maximum of  $\frac{2}{5}$  of 120 days, or a maximum of forty-eight (48) days.
- D. Thirty or more years of service: 50% up to a maximum of  $\frac{1}{2}$  of 120 days, or a maximum of sixty (60) days.

28.8. Definition of Immediate Family. Grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, step-child, grandchild, a legal guardian or other person who stands in place of a parent.

28.9. Prior Sick Leave Credit. Employees hired after January 18, 1986 will not be entitled to the sick leave prior service balance earned in other State or local government agencies in Ohio during previous periods of employment.

28.10. Perfect Attendance Incentive Pay/Wellness Leave. (A) Full-time employees who use the following amount of sick leave and have no unpaid absence during the periods of December 1 through November 30 will be entitled to a lump sum payment payable in the regular paycheck on or prior to December 20 or wellness leave in accordance with this schedule:

<u>LEAVE USED:</u>	<u>INCENTIVE PAY/WELLNESS LEAVE</u>
0	24 Hours, or the equivalent of three (3) days of pay, or wellness leave.
From .1 up to 8.0 (*1) Hours	16 Hours, or the equivalent of two (2) days of pay, or wellness leave.
From 8.1 up to 16.0 (*2) Hours	8 Hours, or the equivalent of one (1) day of pay, or wellness leave.

- \*1) or the equivalent of one (1) work day.
- \*2) or the equivalent of two (2) work days.

Part-time employees will be entitled to lump sum payments on a pro-rata basis.

- (B) An employee eligible for incentive may opt for wellness leave or receive a lump sum payable on or prior to December 20. Lump sum payments and wellness leave will not be deducted from sick leave balances.

28.11. Wellness Leave. (A) Employees shall schedule the wellness leave with their immediate supervisor as far in advance as is possible. Employees will be required to notify their immediate supervisor within the time limits established by the Sheriff. In no event, however, may wellness leave be taken with less than twenty-four (24) hours notice.

(B). There shall be no provision to allow conversion of the wellness leave to cash.

(C). The supervisor shall be solely responsible for approval of Wellness leave.

(D). Wellness leave may be taken in no less than four (4) hour increments, or the equivalent of one-half work day.

(E). Earned Wellness leave must be used by December 31 of the following year. Earned Wellness leave will be forfeited if not used by December 31 of the following year.

28.12. Catastrophic Sick Leave Donations. These donations are to assist those full-time, regular, non-probationary, employees who are placed on an unpaid medical-related leave of absence due to a non-occupational catastrophic illness or injury, or who have a terminally ill or injured spouse or child, after exhausting all other available paid leave. This program does not supersede nor replace other disability or retirement programs.

28.13. Definition of "catastrophic illness or injury". For purposes of this Policy, the term "catastrophic illness or injury" shall include only those non-occupational illnesses or critical injuries of the Employee, or his/her terminally ill or injured spouse or dependent where the unpaid medical leave of absence will continue at least thirty (30) calendar days.

28.14. Application for donation. Applications for catastrophic illness or injury sick leave donation must be submitted to the Employer in writing. Applications will include, but not to be limited to, the following information:

- A. The nature of the claimed catastrophic illness or injury;
- B. Physician(s) diagnosis and prognosis of the catastrophic illness or injury;
- C. Projected date of return to duty;
- D. The Employer will provide the applicant's sick leave usage record; the Employee may provide an explanation of previous leave usage; and
- E. Any other pertinent information the applicant wishes to submit to the Sheriff for his consideration.



28.15. Approval. Requests for catastrophic sick leave donations will be subject to approval by the Sheriff whose decision will be final and not subject to grievance or arbitration procedures.

28.16. Posted notice. When the Employer approves a request for donated sick leave, a notice will be posted informing Employees of a particular Employee's need for assistance.

28.17. Donor eligibility. Any donations made pursuant to this provision must be VOLUNTARY. Employees will be eligible to donate a minimum of one work day and a maximum of eighty (80) hours of sick leave annually if:

- A. The Employee is actively at work and will maintain a sick leave balance of eighty (80) hours after the donation of any sick leave; and
- B. The Employee has completed and submitted a Sick Leave Donation Form to the immediate supervisor.

28.18 Use of donated sick leave,

- A. A recipient may use donated sick leave only after having exhausted his or her own accrued paid leave.
- B. Donated sick leave will be used in place of the Employee's regularly scheduled hours of work to the extent necessary.
- C. No sick leave, vacation leave or other applicable benefits shall accrue to the Employee for any hours paid through donated sick leave.
- D. Donated sick leave pay shall not affect the effective date of the qualifying event for purposes of offering continuation of the County's health insurance program.
- E. Attendance and payroll records shall denote a "DSL" for time paid through donated sick leave.

28.18. Unused donated sick leave. If a recipient does not use all donated sick leave during the leave of absence, the unused donations will be returned to all donors on a pro-rata basis.

## ARTICLE 36-SAVINGS CLAUSE AND DURATION OF AGREEMENT

Both the Union and Employer propose a three year term beginning December 16, 2003.  
The contract shall expire on December 15, 2005.

### APPENDIX-WAGES

Union Position: The Union proposal is as follows:

Unit: Deputies and Non-Deputies

Wage Scales

Additional

#### DETECTIVES

##### Officer in Charge

- 1) The entry level rate of pay for this position shall be at a five percent (5%) differential above the five (5) year Deputy with Certification rate of pay.
- 2) The year one level rate of pay for this position shall be at a ten percent (10%) differential above the five (5) year Deputy with Certification rate of pay.

#### REGISTERED NURSE

The Registered Nurse pay scale shall be set at the same scale as a deputy with certification plus a three dollar (\$3.00) per hour market supplement each year of the Contract.

LICENSED PRACTICAL NURSE

1/11/03

	<u>ENTRY</u>	<u>1 YEAR</u>	<u>3 YEARS</u>
HOURLY	\$16.47	\$18.28	\$20.29
BI-WEEKLY	\$1,317.60	\$1,462.40	\$1,623.20
ANNUAL	\$34,257.60	\$38,022.40	\$42,203.20

Plus a two dollar (\$2.00) hour market supplement

4.0% increases at each step for years 2004 and 2005.

PARAMEDIC

1/11/03

	<u>ENTRY</u>	<u>1 YEAR</u>	<u>3 YEARS</u>
HOURLY	\$16.47	\$17.29	\$18.15
BI-WEEKLY	\$1,317.60	\$1,383.20	\$1,452.00
ANNUAL	\$34,257.60	\$35,963.20	\$37,752.00

4.0% increase at each step for years 2004 and 2005.

Unit: Supervisor's Unit

Wage Scales

Additional

Sergeants

Jail

Road

- 1) The entry level rate of pay for a Sergeant shall be set at a 10% differential above the 1 year rate of pay for a Detective.
- 2) The six (6) month level rate of pay for a Sergeant shall be set at a 16% differential above the 1 year rate of pay of a Detective.

Lieutenants

Jail

Road

Administrative

- 1) The entry level rate of pay for a Lieutenant shall be set at a 10% differential above the entry level rate of pay of a Sergeant.
- 2) The six (6) month level rate of pay for a Lieutenant shall be set at a 16% differential above the six (6) month level rate of pay of a Sergeant.

Employer Proposal: The Employer proposal is as follows:

Licensed Practical Nurse

	<u>ENTRY(11%)</u>	<u>1 YEAR(11%)</u>	<u>3 YEAR</u>
YEAR 1 2003	\$16.39	\$18.19	\$20.19
YEAR 2 2004	\$16.96	\$18.83	\$20.90
YEAR 3 2005	\$17.55	\$19.49	\$21.63
+\$2.00 Supplement			

Registered Nurse

	<u>ENTRY</u>	<u>1 YEAR</u>	<u>3 YEAR</u>	<u>5 YEAR</u>
YEAR 1	\$17.46	\$19.39	\$21.36	\$23.33
YEAR 2	\$18.07	\$20.07	\$22.11	\$24.15
YEAR 3	\$18.70	\$20.77	\$22.88	\$26.00

+ \$3.00 Supplement

Paramedics

	<u>ENTRY</u>	<u>1 YEAR</u>	<u>3 YEAR</u>
YEAR 1 2003	\$15.91	\$16.54	\$17.37
YEAR 2 2004	\$16.46 (+3 ½%)	\$17.12	\$17.98
YEAR 3 2005	\$17.05 (+3 ½%)	\$17.72	\$18.61

WAGE SCALES

All 2002 scales for both contracts:

First full pay period January 2003--- 3%

January 2004—3 ½%

January 2005---3 ½%

For those employed as of June 6, 2003.

## AWARD

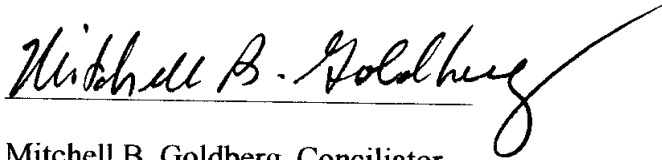
Based upon the evidence presented at the hearing, the Fact Finders report, and the agreements reached between the parties, the wages paid by the Employer over the three year contract term shall be as follows:

- 1) Effective January 11, 2003, all classifications shall receive an across the board pay increase of 3%. There shall be a \$3.00 per hour market supplement paid to Registered Nurses and a \$2.00 per hour market supplement paid to Licensed Practical Nurses. The market supplements shall be paid and applied after the across the board increases are instituted. The market supplements are to be paid in each of the three years of the collective bargaining agreement. Retroactive payments to January 11, 2003 shall be paid at the new rates for all paid hours of Employees which include regular hours, overtime hours, compensatory time hours, sick time , vacation time and wellness time.
- 2) Beginning January 10, 2004 , for year two of the contract, there shall be an across the board increase of 3% for all classifications with renewed market supplements for Registered Nurses and Licensed Practical Nurses as set forth above.
- 3) Beginning January 8, 2005, for year three of the contract, there shall be an across the board pay increase for all classifications of 3% with renewed market supplements for Registered Nurses and Licensed Practical Nurses as set forth above.

## SUMMARY AND CONCLUSION

Consideration in this Report and Award was given to all of the criteria enumerated in SERB Rule 4117-9-05(J). All agreements previously reached between the parties and tentatively agreed to, along with any sections of the current agreement not negotiated and/or changed, are hereby incorporated by reference into this Report and Award, and shall be included in the resulting collective bargaining agreement.

Respectfully submitted and issued at Northfield Center, Ohio this 6 day of August , 2003.

  
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Mitchell B. Goldberg, Conciliator