

STATE-EMPLOYMENT
RELATIONS BOARD

APR 19 1 34 PM '96

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

OHIO PATROLMEN'S BENEVOLENT)
ASSOCIATION,)

Union,)

and)

MEDINA COUNTY SHERIFF)

Employer.)

CASE NO.: 95-MED-10-0911

CONCILIATOR: HOWARD D. SILVER

PRE-HEARING STATEMENT OF THE UNION

S. Randall Weltman, Esq.
Climaco, Climaco, Seminatore,
Lefkowitz & Garofoli Co.L.P.A.
9th Floor, The Halle Building
1228 Euclid Avenue
Cleveland, Ohio 44115-1891
216/621-8484 (Telephone)
216/771-1632 (Telecopier)

Attorney for the Union

CLIMACO, CLIMACO,
SEMINATORE,
LEFKOWITZ &
GAROFOLI, CO., L.P.A.
ATTORNEYS AND
COUNSELLORS AT LAW
NINTH FLOOR
THE HALLE BUILDING
1228 EUCLID AVENUE
CLEVELAND, OHIO 44115-1891
(216) 621-8484
TELECOPIER
(216) 771-1632

Now comes the Ohio Patrolmen's Benevolent Association ("Union") and in accordance with the Ohio Administrative Rules submits the following written statement:

1. The name of the Union is the Ohio Patrolmen's Benevolent Association. Its principal representative is S. Randall Weltman, Ninth Floor, The Halle Building, 1228 Euclid Avenue, Cleveland, Ohio 44115; (216) 621-8484.

2. The applicable bargaining unit consists of all full-time employees employed in the Sheriff's Department occupying the position of Deputy Sheriff, Deputy Detective and Correction Officer; there are approximately forty-eight (48) employees constituting the aforementioned bargaining unit.

3. A copy of the current collective bargaining agreement has previously been sent to the Conciliator.

4. The unresolved issues and the Union's final offer in regard to each are as follows:

A. ARTICLE IX - EMPLOYEE RIGHTS

New Section 9.09.

The Union adopts the recommendation of the Fact-Finder and withdraws its proposal.

New Section 9.10.

The Union adopts the recommendation of the Fact-Finder and proposes the following:

CLIMACO, CLIMACO,
SEMINATORE,
LEFKOWITZ &
GAROFOLI, CO., L.P.A.
ATTORNEYS AND
COUNSELLORS AT LAW
NINTH FLOOR
THE HALLE BUILDING
1228 EUCLID AVENUE
CLEVELAND, OHIO 44115-1801
(216) 621-8484
TELECOMER
(216) 771-832

During the conduct of an internal investigation, to the extent possible, deputies shall not investigate deputies and corrections officers shall not investigate corrections officers. To the extent possible, an internal investigation shall be conducted by supervisors and/or ranking officers.

B. ARTICLE XII - SICK LEAVE

Section 12.10.

The Union adopts the recommendation of the Fact-Finder and withdraws its proposal.

C. ARTICLE XIV - HOLIDAYS

The Union and the Employer settled this issue at fact-finding.

D. ARTICLE XVIII - OVERTIME AND COURT TIME

Section 18.02.

The Union and the Employer settled this issue at fact-finding.

New Section 18.04.

The Union adopts the recommendation of the Fact-Finder and proposes the following:

The Sheriff, at his option and discretion, shall have the right to determine the method of compensation for overtime by offering to ~~the employee~~ either paying a bargaining unit member in cash or in allowing compensatory time. If the Sheriff grants compensatory time

CLIMACO, CLIMACO,
SEMINATORE,
LEFKOWITZ &
GAROFOLI, CO., L.P.A.
ATTORNEYS AND
COUNSELLORS AT LAW
NINTH FLOOR
THE HALLS BUILDING
1828 EUCLID AVENUE
CLEVELAND, OHIO 44115-1891
(216) 821-8484
TELECOPIER
(216) 771-1832

to the bargaining unit member, such employee shall thereby be allowed to take compensatory time off in lieu of overtime pay, at the rate of one and one-half (1-1/2) hours for each hour of work. Said employee may accumulate his/her compensatory time in a bank which shall not exceed forty (40) hours. Compensatory time may be "cashed out" at such times as determined by the Sheriff but not less often than annually. Compensatory time off shall be granted as approved by the Sheriff.

E. ARTICLE XX - UNIFORM MAINTENANCE ALLOWANCE

Section 20.01.

The Union adopts the recommendation of the Fact-Finder and proposes the following:

Effective January 1, 1996, the Employer shall pay uniform maintenance allowance of \$800.00 to corrections officers and deputies and \$900.00 to detectives. Such payments shall be made in June of each year to employees and shall require no receipts from the employee. The Employer shall continue to provide weapons, leather gear, and necessary equipment as presently provided.

Section 20.02.

The Union adopts the recommendation of the Fact-Finder and proposes the following:

Newly hired civilian corrections officers shall receive an initial uniform allowance of \$600.00 within thirty (30) days of initial hire. Thereafter, during each year of the within Contract, a civilian corrections officer shall receive a uniform allowance of \$500.00, such payment to be made in June of each year and shall not require a receipt.

CLIMACO, CLIMACO,
SEMINATORE,
LEFKOWITZ &
GAROFOLI, CO., L.P.A.
ATTORNEYS AND
COUNSELLORS AT LAW
NINTH FLOOR
THE HALLÉ BUILDING
1228 EUCLID AVENUE
CLEVELAND, OHIO 44115-1691
(216) 621-8484
TELECOPIER
(216) 771-6332

Section 20.05.

The Union adopts the recommendation of the Fact-Finder and proposes the following:

(a) In the event that there is a change or addition to the current uniform, the Employer shall bear the cost of any such change or addition in excess of the first \$100.00 applicable to said change or addition.

(b) In the event that personal or employer-owned uniforms, equipment or property are damaged or destroyed while an employee is on duty, the employer agrees to repair or replace said item, unless negligence can be shown on the part of the employee.

F. ARTICLE XXI - INSURANCES

Section 21.06.

The Union proposes to increase the life insurance benefit to \$25,000. The current \$10,000 level is woefully inadequate for employees who earn more than \$30,000 per year and who are constantly placing their lives at risk. The Union's proposal to increase the life insurance benefit is inexpensive and easily affordable. Accordingly, the Union proposes as follows:

The Employer shall provide a group term life insurance policy for each full-time employee in the amount of twenty thousand dollars (\$20,000.00).

CLIMACO, CLIMACO,
SEMINATORE,
LEFKOWITZ &
GAROFOLI, CO., L.P.A.
ATTORNEYS AND
COUNSELLORS AT LAW
NINTH FLOOR
THE HALLS BUILDING
1228 EUCLID AVENUE
CLEVELAND, OHIO 44115-1891
(216) 621-8484
TELECOPIER
(216) 771-8332

Section 21.08.

The Union seeks to maintain current language in regard to health insurance. Bargaining history demonstrates that the Union entered into concessions on health insurance during each of the last two (2) negotiations. The concessions agreed to by the Union (employee contributions and managed care) were designed to lower the Employer's health insurance costs.

During the last two years, it is widely known that the costs of health insurance in general have flattened if not declined. This fact, together with the Union's prior concessions, weigh against allowing this benefit to diminish the reasonable wage increases proposed by the Union.

G. ARTICLE XXV - LONGEVITY

The Union adopts the recommendation of the Fact-Finder and proposes the following:

Employees shall receive longevity payments commencing upon the completion of five (5) years of full-time continuous employment with the employer. Such amount shall be increased every five (5) years through twenty (20) years of employment pursuant to the following schedule:

<u>Length of Service</u>	<u>Amount</u>
Five (5) Years	\$ 300.00
Ten (10) Years	\$ 550.00
Fifteen (15) Years	\$ 800.00
Twenty (20) Years	\$1,050.00

CLIMACO, CLIMACO,
SEMINATORE,
LEFKOWITZ &
GAROFOLI, CO., L.P.A.
ATTORNEYS AND
COUNSELLORS AT LAW
NINTH FLOOR
THE HALLS BUILDING
1829 EUCLID AVENUE
CLEVELAND, OHIO 44115-1891
(216) 621-8484
TELECOPIER
(216) 771-6332

H. ARTICLE XXVII - RATES OF PAY

Section 27.01.

The Union adopts the recommendation of the Fact-Finder and proposes the following increases to the base rate: 4% effective January 1, 1996, 4% effective January 1, 1997 and 3-1/2% effective January 1, 1998.

Section 27.04 (To Be Designated As New Section 27.06):

The Union adopts the recommendation of the Fact-Finder and proposes the following:

Any Deputy who is designated as the officer in charge of the Road Division or the Jail Division, and acts in the capacity of sergeant, shall be compensated at the corresponding sergeant's rate of pay.

Section 27.04 (Formerly Section 27.05).

The Union adopts the recommendation of the Fact-Finder and proposes the following:

Any employee assigned to the position of Detective shall receive a "detective differential" in the amount of one hundred dollars (\$100.00) per month.

New Section 27.05.

The Union adopts the recommendation of the Fact-Finder and proposes the following:

Effective upon execution of the agreement by the parties, newly hired civilian corrections

CLIMACO, CLIMACO,
SEMINATORE,
LEFKOWITZ &
GAROFOLI, CO., L.P.A.
ATTORNEYS AND
COUNSELLORS AT LAW
NINTH FLOOR
THE HALLS BUILDING
1825 EUCLID AVENUE
CLEVELAND, OHIO 44115-1821
(216) 621-8484
TELECOPIER
(216) 771-8332

officers shall receive the following rates of pay: for the calendar year commencing January 1, 1996, a salary of \$20,800.00; for the calendar year commencing January 1, 1997, a salary of \$21,632.00; for calendar year commencing January 1, 1998, a salary of \$22,390.00.

New Section 27.08.

The Union adopts the recommendation of the Fact-Finder and proposes the following:

The Sheriff shall provide One Hundred Dollars (\$100.00) field training officer (FTO) pay for a maximum of ten (10) total field training officer appointments for all OPBA bargaining units, e.g., communication techniques, deputies, corrections officers, corporals, and sergeants. The Sheriff shall determine all FTO appointments.

I. ARTICLE XXXIV - DURATION

The Union adopts the recommendation of the Fact-Finder and proposes the following:

This Agreement shall become effective at 12:01 A.M. on January 1, 1996 and shall continue in full force and effect, along with any amendments made and annexed hereto, until Midnight, December 31, 1998.

J. ARTICLE XXXV - DISCIPLINE

The Union adopts the recommendation of the Fact-Finder and withdraws its proposal.

CLIMACO, CLIMACO,
SEMINATORE,
LEFKOWITZ &
GAROFOLI, CO., L.P.A.
ATTORNEYS AND
COUNSELLORS AT LAW
NINTH FLOOR
THE HALL BUILDING
1828 EUCLID AVENUE
CLEVELAND, OHIO 44115-1891
(216) 621-8484
TELECOPIER
(216) 774-632

Respectfully submitted,

S. Randall Weltman

S. Randall Weltman (0029981)
9th Floor, The Halle Building
1228 Euclid Avenue
Cleveland, Ohio 44115-1891
216/621-8484 (Telephone)
216/771-1632 (Telecopier)

Attorney for the Union

Of Counsel:
Climaco, Climaco, Seminatore,
Lefkowitz & Garofoli Co.,
L.P.A.

CLIMACO, CLIMACO,
SEMINATORE,
LEFKOWITZ &
GAROFOLI, CO., L.P.A.
ATTORNEYS AND
COUNSELLORS AT LAW
NINTH FLOOR
THE HALLE BUILDING
1228 EUCLID AVENUE
CLEVELAND, OHIO 44115-1891
(216) 621-8484
TELECOPIER
(216) 771-1632

CERTIFICATE OF SERVICE

A true copy of the foregoing Pre-Hearing Statement has been sent via Overnight Mail to Thomas J. Wiencek, Signature Square II, Suite 210, 25101 Chagrin Boulevard, Cleveland, Ohio 44122 and via regular mail to G. Thomas Worley, SERB, 65 East State Street, 12th Floor, Columbus, Ohio 43215 on this 15th day of April, 1996.

S. Randall Weltman

S. Randall Weltman

2021\012\0123RW3W.STA

CLIMACO, CLIMACO,
SEMINATORE,
LEFKOWITZ &
GAROFOLI, CO., L.P.A.
ATTORNEYS AND
COUNSELLORS AT LAW
NINTH FLOOR
THE HALLS BUILDING
1220 EUCLID AVENUE
CLEVELAND, OHIO 44115-1881
(216) 521-8484
TELECOPIER
(216) 771-6322