

\*Received after business hours on 8/2/16, processed next business day\*

**IN THE MATTER OF FACT-FINDING  
BETWEEN**

<b>THE LAKE COUNTY NARCOTICS</b>	)	<b>CASE NO. 2016-MED-01-0005</b>
<b>AGENCY</b>	)	
	)	
	)	<b><u>FINDINGS</u></b>
<b>AND</b>	)	<b>AND</b>
	)	<b><u>RECOMMENDATIONS</u></b>
	)	
<b>OHIO PATROLMEN'S BENEVOLENT</b>	)	
<b>ASSOCIATION</b>	)	

**JAMES M. MANCINI, FACT-FINDER**

**APPEARANCES:**

**FOR THE UNION**

**George E. Gerken  
Attorney at Law**

**FOR THE AGENCY**

**Tom Grabarczyk  
Labor Relations Management, Inc.**

**SUBMISSION**

This matter concerns fact-finding proceedings between the Lake County Narcotics Agency (hereinafter referred to as the LCNA or Employer) and the Ohio Patrolmen's Benevolent Association (hereinafter referred to as the OPBA or Union). The State Employment Relations Board (SERB) duly appointed the undersigned as fact-finder in this matter. The fact-finding hearing was held on June 30, 2016 in Painesville, Ohio.

The fact-finding proceedings were conducted pursuant to the Ohio Collective Bargaining Law as well as the rules and regulations of SERB. During the fact-finding proceeding, this fact-finder attempted mediation of the issues at impasse. The issues remaining for this fact-finder's consideration are more fully set forth in this report.

The bargaining unit consists of four full-time narcotics agents employed by the Agency.

This fact-finder in rendering the following findings of fact and recommendations on the issues at impasse has taken into consideration the criteria set forth in Ohio Revised Code Section 4117-14(G)(6)(7). Therefore, the following recommendations on the issues at impasse are hereby submitted.

**1. WAGES**

The Union proposes wage increases of 3% in each year of the Contract. The Employer proposes a 1.5% increase in each year of the Contract.

The Union contends that the proposed wage increases are necessary in order to keep the officers' pay in line with that provided to similarly situated employees. The Union presented evidence that currently the agents are paid only 94% of the average pay provided to similarly situated narcotic agents. Internally within the Lake County Sheriff's Office, comparables show that the narcotic agents are paid 3% less than other deputies. The Union also points out that the bargaining unit employees have only received a 4% increase over the last four years. Finally, the Union maintains that the Agency is in a better financial position to now afford the wage increases requested for the next three years.

The Employer contends that the Agency's need to balance its budget and to meet operational demands must be taken into consideration. The Agency is funded through resources from a county-wide levy. As a result, the LCNA funding is basically fixed with no growth. The Agency is currently operating with about \$336,000 less than it did in 2006 and 2007. The Employer emphasizes that it not only is required to pay wages from its levy but also must fund employee benefits, pension, as well as other expenses. Moreover, the Employer requests that the fact-finder consider the operational needs facing the LCNA today. In 2013, the Agency laid off six employees due to the elimination of its educational program. Additionally, four agents have left and have not

been replaced. The Agency will be taking steps to reintroduce some type of educational program and to hire three replacement agents. Therefore, the operational needs must also be taken into consideration in this case.

ANALYSIS – Based upon a careful review of the evidence, this fact-finder would recommend that there be a 2.5% increase in each year of the Agreement. Such increases would be in line with that granted to other similarly situated employees and the Lake County Sheriff's Department deputies. There is also every indication that the Agency has the available resources to provide for 2.5% wage increases even considering the operational needs of the department.

Wage comparables support this fact-finder's recommendation that there be 2.5% wage increases in each year of the Agreement. First, this fact-finder finds that the appropriate comparison for members of this particular unit is to deputies with the Lake County Sheriff. In prior wage disputes, both fact-finders and conciliators have used this comparison. It should be noted that the Agency receives its law enforcement powers through the Lake County Sheriff who has sworn in its narcotic agents as peace officers. For 2015, the top pay for Lake County Sheriff deputies was \$64,064. The Lake County Narcotic agents received a top pay of \$63,689 for the past year. Most significantly, the Lake County Sheriff deputies have received a 2.5% wage increase for the current 2016 year. This fact-finder finds that the same wage increase should be provided to the bargaining unit here in order to keep their wages in line with that of the sheriff deputies in Lake County.

Although this fact-finder recognizes that there are distinct differences in the way cities are funded as compared to the Agency here, it is useful to note the current wage increases granted by jurisdictions in the area to its law enforcement personnel. In that regard, wage increases granted to patrolmen in the area have ranged from 2% to 3%. Mentor and Kirtland have provided wage increases for 2016 of 3% to its patrolmen with 2.5% increases being provided by Willoughby and Mentor-on-the-Lake. Such comparable evidence provides further support for this fact-finder's conclusion that it would be appropriate to recommend a 2.5% increase for narcotic officers in the bargaining unit here.

This fact-finder has further determined that the Agency has the ability to fund the proposed wage increases from currently available resources. The additional cost for the 2.5% annual wage increases over the three year length of the Agreement is estimated to be at approximately \$95,000. The Employer's own proposal of 1.5% wage increases over the next three years would cost an additional \$45,000. Therefore, the difference in the cost of the recommended wage increases as compared to that of the Employer's proposal is not that significant considering that the Agency had a significant carryover balance at the beginning of the year. Moreover, there is every indication that even with the 2.5% wage increases recommended herein, the Agency should be able to meet any operational needs which it may have including the hiring of additional narcotic agents over the next several years. Therefore considering wage comparables and the Agency's

carryover balance, this fact-finder has determined that it would be appropriate to provide for 2.5% annual wage increases in each year of the three year Agreement.

**RECOMMENDATION**

With respect to Wages, this fact-finder makes the following recommendation.

**WAGES**

**First year of Contract – 2.5% increase.**

**Second year of Contract – 2.5% increase.**

**Third year of Contract – 2.5% increase.**

## **2. EDUCATIONAL ASSISTANCE AND SPECIALIZED TRAINING PAYMENTS**

The OPBA proposes to add additional language to this article to include a new section that would provide officers with an annual payment of \$400 for obtaining an Associate of Arts Degree and an \$800 payment for obtaining a Bachelor of Arts/Bachelor of Science Degree. The Employer is opposed to the new education payment proposed by the Union.

The Union maintains that a better educated employee is good for the Agency. It points out that the Sheriff Deputy Contract provides the same benefits for the deputies. The narcotics officers are simply seeking parity with these other Lake County deputies.

The Employer points out that most of the narcotic agents with the Agency have advanced degrees which in large part is why they were hired. Moreover, the Sheriff's Department Contract does have an Educational Provision but that was incorporated into their Agreement years ago when the Sheriff's Office wanted to attract a better educated staff.

ANALYSIS- This fact-finder has determined that there should be no new Educational Pay Provision as proposed by the Union. There was insufficient basis established that there should be a new Educational Pay Provision. The comparison made to the Sheriff's contract does indicate that deputies do receive such an educational payment. However as pointed out by the Agency, that provision was incorporated into the Sheriff Deputy Contract years ago when there was a need to attract a better educated staff. The Agency here has no difficulty in attracting narcotic agents who already have

advanced degrees. There simply was no showing made that an educational training payment is justified for this Agency.

**RECOMMENDATION**

This fact-finder does not recommend a new Educational Training Pay Provision as proposed by the Union.

**ARTICLE 24 – EDUCATIONAL ASSISTANCE**

**No new section for Education Training Payment as proposed by the Union.**

### **3. CLOTHING ALLOWANCE**

The OPBA proposes a new clothing allowance of an annual payment of \$1,200 per year. The Employer is opposed to any increase in the current \$950 clothing allowance.

The Union cites external comparables which show that the narcotic officers are the second lowest paid in the region with respect to clothing allowance. They are requesting an increase to cover their specialized needs which includes multiple sets of clothes for work and for going to court. The Employer contends that the employees do not have uniforms. They are only required to have a coat and tie when appearing in court. Moreover, the comparisons to other sheriff departments are not relevant because of differences in funding sources.

ANALYSIS- This fact-finder has determined that there should be an increase in the current clothing allowance. There was justification established for an increase in the clothing allowance in order to cover the costs associated with narcotics agents need to have multiple sets of clothes for work and for going to court. Moreover, the current clothing allowance provision of \$950 is below that provided to other law enforcement officers in the region. This fact-finder has determined that it would be reasonable to increase the clothing allowance by \$100 per year beginning with the current year. As a result, the clothing allowance would increase to \$1,050 in 2016 with an additional increase to \$1,150 in the second year, and \$1,250 in the third year of the Agreement.

**RECOMMENDATION**

It is the recommendation of this fact-finder that there be an increase in the Clothing Allowance as follows:

**CLOTHING ALLOWANCE**

**First year of the Agreement - increase to \$1,050**

**Second year of the Agreement - increase to \$1,150**

**Third year of the Agreement - increase to \$1,250**

#### **4. LONGEVITY PAYMENT**

The Union proposes to compensate the agents for continued service to the Agency. The Employer is opposed to any new Longevity Pay Provision.

The Union claims that a seniority payment would help assure continued employment by valued employees. It is also consistent with the internal comparables of the Lake County Sheriff Deputies Contract.

The Employer points out that they previously bought out a prior Longevity Provision in 1987 with both a cash payment and a larger increase in compensation. The Employer also cites the Union's prior efforts to reintroduce longevity but those efforts were rejected in a prior conciliation.

ANALYSIS – This fact-finder has determined that there should be no new Longevity Pay Provision as proposed by the Union. As was pointed out by the Employer, a prior Longevity Provision contained in the parties' Contract was bought out in 1987 at which time the parties agreed to a cash buy-out and a larger increase in compensation. As a result, it appears that employees have been provided with greater compensation due to the higher base in wages established at that time. Under these circumstances and considering that there was no indication that the Agency needs to provide a longevity incentive in order to attract new employees, this fact-finder simply does not find any reason to commit the Agency to an escalating schedule of longevity payments based upon years of service.

**RECOMMENDATION**

It is the recommendation of this fact-finder that there be no new Longevity Provision as proposed by the Union.

**LONGEVITY PROVISION – No New Provision.**

## 5. COURT TIME

The Employer proposes to modify the current Court Time Provision to provide that employees required to perform court duty outside of their regularly assigned shift will be compensated at a minimum of four hours pay only if the hours involved are outside the contiguous hours of their assigned shift. The Union is opposed to any change in the current Court Time Provision.

The Agency argues that its court time proposal is similar to that found in other law enforcement contracts. It would be reasonable to provide employees with four hours pay for court time only if those hours are outside the contiguous hours of their assigned shift.

The Union points out that narcotic agents are responsible for going to three different courts in Lake County to present their findings. There are no other Sheriff deputies who perform the kind of duties which at times requires that they work through the night. The current Court Time Provision has worked in a fair manner for the parties.

ANALYSIS – This fact-finder has determined that there should be no change in the current Court Time Provision. That provision currently states that when an employee is required to perform court duty outside his assigned shift, he shall be compensated at a minimum of four hours pay at the applicable rate. The Employer failed to present a sufficient basis for changing the current Court Time Provision. The narcotic agents perform a different kind of work than Sheriff deputies and at times they are required to go to court immediately after they complete their regularly assigned shift. The current Court

Time Provision appears to have worked well for both parties. As such, this fact-finder would recommend that the current Court Time Provision be retained with no change.

**RECOMMENDATION**

It is the recommendation of this fact-finder that the current Court Time Provision be retained without any changed as proposed by the Employer.

**COURT TIME** – Current language, no change.

**CONCLUSION**

In conclusion, this fact-finder hereby submits the above referred to recommendations on the outstanding issues presented to him for his consideration.

**AUGUST 2, 2016**

**James M. Mancini /s/**  
**JAMES M. MANCINI, FACT-FINDER**

**JAMES M. MANCINI**

**ATTORNEY AT LAW - ARBITRATOR**

**JEFFERSON CENTRE, SUITE 306  
5001 MAYFIELD ROAD  
LYNDHURST, OHIO 44124**

**216 382-9150 216 382-9152 Fax [ManciniJM@aol.com](mailto:ManciniJM@aol.com)**

August 2, 2016

IN THE MATTER OF FACT-FINDING BETWEEN:

THE LAKE COUNTY NARCOTICS AGENCY	)	CASE NO. 2016-MED-01-0005
	)	
AND	)	
	)	
OHIO PATROLMEN'S BENEVOLENT	)	
ASSOCIATION	)	

**FEE STATEMENT:**

Hearing (1 day).....	\$ 950.00
Study & Preparation of Report (3 days).....	\$ 2,850.00
Expenses:	
Transportation (48 miles x \$.55/mile).....	\$ 26.40
Meals (1).....	\$ 9.24
<b><u>TOTAL.....</u></b>	<b><u>\$ 3,835.64</u></b>

**PAYABLE BY THE LAKE COUNTY NARCOTICS AGENCY (½)..... \$ 1,917.82**

**PAYABLE BY OHIO PATROLMEN'S BENEVOLENT ASSOC. (½)..... \$ 1,917.82**

\_\_\_\_\_  
 James M. Mancini /s/  
 James M. Mancini, Fact-Finder  
 Federal ID # 84-1661482