

STATE EMPLOYMENT RELATIONS BOARD
STATE OF OHIO

STATE EMPLOYMENT
RELATIONS BOARD

SEP 20 10 57 AM '96

In the Matter of Fact-Finding Between	*	FINDINGS AND
	*	RECOMMENDATIONS
	*	
OHIO PATROLMEN'S	*	CASE NO: 96-MED-04-0339
BENEVOLENT ASSOCIATION	*	
	*	September 16, 1996
and	*	
	*	Charles Z. Adamson, Fact-Finder
LAKE COUNTY SHERIFF	*	

Appearances

For the Ohio Patrolmen's Benevolent Association:

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For the Lake County Sheriff:

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The undersigned was appointed Fact-Finder in this dispute by the State Employee Relations Board (SERB) on June 14, 1996 pursuant to section 4117-9-05 of the Administrative Code. The bargaining unit involved herein consists of all full-time deputized deputies of the Lake County Sheriff's Department and Court officers.

I.

HEARING

A hearing was held on August 22, 1996, in Painesville, Ohio. Both parties attended the hearing and elaborated upon their positions regarding the remaining issues at impasse through their representatives as listed on the preceding page.

II.

MEDIATION

After a short period of mediation the case proceeded to hearing. The issues remaining at impasse are the following:

1. The Term of the Agreement
2. Sick Leave
3. Holidays
4. Vacations
5. Longevity and Wages
6. Specialized Training and Skills Payment
7. Overtime and Compensatory Time
8. Leave of Absence

III.

CRITERIA

In compliance with Ohio Revised Code, Section 4117.14(C)(4)(e) and Ohio Administrative Code Rule (4117-9-05(J), the Fact-Finder considered the following criteria in making the findings and recommendations contained in this report:

- (1) Past collectively bargained agreements between the parties;
- (2) Comparison of the unresolved issues relative to the employees in the bargaining unit with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;
- (3) The interest and welfare of the public, the ability of the public Employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;
- (4) The lawful authority of the public Employer;
- (5) Any stipulations of the parties;
- (6) Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of issues submitted to mutually agreed-upon dispute settlement procedures in the public service or in private employment.

IV.

ISSUES AND RECOMMENDATIONS

A. The Term of the Agreement:

1. The Union's Position:

The Union was certified as the exclusive representative of a unit of all full-time deputized deputies of the Lake County Sheriff's Department and Court officers on May 16, 1996. The last collective bargaining agreement covering the employees involved herein was a contract between the Employer and the Lake County Sheriff Employee Association which covered three units - a unit of full-time deputized lieutenants, a unit of full-time deputized sergeants and a unit of full-time deputized deputies and Court officers. Said contract was effective April 1, 1993 and expired March 30, 1996. The parties have reached impasse in negotiations for an initial agreement to replace the agreement expiring at the end of March.

The Union asserts that, notwithstanding a history of collective bargaining agreements expiring on March 31, it is essential for the Union to obtain an agreement commencing April 1, 1996 with an expiration date at the end of December, 1998. In addition, it wants the contract to contain wage increases effective January 1, 1997 and January 1, 1998. According to the Union, where a conciliator is appointed in a particular calendar year, and there is a March 31 contract expiration date, the conciliator would be

barred by statute from giving wage increases in the same calendar year. (Ohio Revised Code, Section 4117.14(G)(11) provides that wage increases and other matters costing money awarded by a conciliator may only be effective at the start of the next fiscal year after the date of the final settlement award). Consequently, a union which is barred from striking is always placed at a disadvantage since the conciliator can never make wage adjustments in the year of his appointment. This results in the employees foregoing nine months of pay increases if there is conciliation.

The Union, however, states that it will agree with the Employer's position of an April 1 contract starting date and a March 31 termination date if the Employer will agree to contract language reflecting that the conciliator, if one is appointed, can make increases in the same year as the year of the appointment.

The Union provided statistical evidence obtained from SERB reflecting that a substantial number of safety force bargaining units bargain for three year contracts on a calendar basis with the contracts expiring either at the end of December or the beginning of January. The statistics also indicate that a substantial number of safety forces bargaining units had three year contracts in which raises were granted for each of the three years. The Union adds that, as required by law, all political subdivisions are on the same budget calendar, but March 31 contract expiration dates are not required.

2. The Employer's Position:

The Employer asserts that it has valid reasons for insisting on an April 1 commencement date and a March 31 expiration date for the collective bargaining agreement. In the Lake County Sheriff's office there are seven bargaining units, all with contracts containing March 31 expiration dates. In addition, all seven contracts have a wage increase in the first year with a wage re-opener in the second and third years. The Employer maintains that there are twelve years of bargaining history involving the Employer and the seven bargaining units to support its position.

At present, five out of the seven collective bargaining units have negotiated contracts with April 1 commencement dates and March 31 termination dates. These five contracts also contain wage increases for the first year and wage re-openers for the second and third years. The unit involved herein and one other unit have not reached agreement with the Employer. The Employer maintains that there are practical reasons for taking this position. The budgetary process relied upon by the Lake County Commissioners doesn't provide them with accurate projections of available resources until the County Auditor issues his certification in this respect around mid-February of each year.

The Employer takes the position that the Union has the burden of proof to show that the current March 31 expiration date doesn't work and that it has failed to prove its case. It raises the issue of the effect a unit of 27 employees involved herein will have on an overall represented complement of 175 employees in the Sheriff's Department when

five out of the seven bargaining units have already reached agreements with March 31 expiration dates.

In addition to relying on bargaining history, the Employer reiterates that the correct and proper way to plan for the Sheriff's Department is to have a fixed figure in respect to its monetary resources in mind before it enters negotiations. If it adopts the Union's commencement date of January 1 for a collective bargaining agreement, the Employer will not be able to plan with fixed financial resources in mind because it will not have the County Auditor's report until February. After a contract is negotiated with the Union with a January 1 starting date and the Employer finds out that it does not have sufficient funds to pay for the contract, employee lay offs could occur.

3. Findings and Recommendations:

The unit involved herein consists of approximately 27 employees out of an overall represented complement of 175 employees in the Sheriff's Department. Four out of the 7 units in the department already have reached three year agreements which commence April 1, 1996 and end March 31, 1999. The unit of non-commissioned sergeants and lieutenants also have a three year contract beginning April 1, 1996, but it ends one day earlier than the others, March 30, 1999. All five agreements provide for a wage increase the first year and wage re-openers in the second and third years. The last collective bargaining agreement covering the unit involved herein also had a commencement date of April 1 and an expiration date of March 30.

In view of the bargaining history in this respect it appears that uniformity in commencement and expiration dates should be maintained in all represented units. Accordingly, I recommend that the contract in this matter commence April 1, 1996 and terminate March 31, 1999.

The Union has raised the issue of an appointment of a conciliator where an April 1 contract starting date and a March 31 termination date could result in no wage increases being given during the same year as the conciliator's appointment. This appears to be a valid objection that should be addressed in the collective bargaining agreement. Accordingly, the following is my recommendation for contract language to be included in the agreement in this respect:

This Agreement shall become effective April 1, 1996 and continue in force until March 31, 1999, and thereafter, unless modified or changed by mutual agreement, except that there may be base wage rate re-openers at the first and second yearly anniversary dates of this Agreement.

Either party desiring to amend or modify this Agreement shall give the other party written notice of such intention at least sixty (60) days prior to the initial termination date of this Agreement.

This Agreement may be terminated after the initial expiration date by either party to the other party with seventy-two (72) hours of advanced written notice.

In the event a conciliator is appointed by SERB in respect to this Agreement, the conciliator shall have the authority to award increases of compensation and make other awards with cost implications to the employees involved herein, effective April 1 of the year of his appointment.

V.

SICK LEAVE

1. The Union's Position

The Union proposes that the current contract covering members of the unit be amended in Article XIV, Section 1 to read as follows:

Full-time employees accumulate sick leave at the rate of 4.6 hours for each completed and paid eighty (80) hours of service. Credit is given for all time and active pay status, including vacation and regular sick leave, but not for time on leave of absence without pay.

The Union proposes that Article XIV, Section 6 be amended to read as follows:

The terms of this section are based upon the resignation, death, or retirement in good standing of employment of full-time County employees only.

During the 1993 negotiations, the parties agreed that for purposes of determining past serve (sic) credit for sick leave cash out, employees hired prior to August 15, 1993 shall have years of employment calculated including prior service with another Ohio political subdivision, that my have been transferred upon employment. For all other employees hired on or after August 15, 1993, years of employment for purposes of cash out shall mean years of full-time employment for a Lake County appointing authority under the general fund legislative authority, including Utilities and Human Services, of the Lake County Board of Commissioners.

The Union argues that the first proposed change erases the distinction between regular sick leave and sick leave that an employee purchases back from the Employer to add to the employees re-purchased sick leave account. Under the last contract when an employee is absent from work because of an injury compensable by Workers'

Compensation, an employee can receive full pay for the time off on sick leave if he signs a "Sick Leave Advancement Buy Back" agreement and agrees to sign over any Workers' Compensation payments to the Employer. When the Workers' Compensation check is received by the Employer the amount is ordinarily 74% of the employee's wages. Any buy back of hours under these circumstances is at the 74% rate and not at the full hour-for-hour rate. Re-purchased sick leave is treated differently and computed separately from regular sick leave. Employees must use re-purchased sick leave first before using regular sick leave. The Union believes that in the interest of equity regular sick leave hours and re-purchased sick leave hours should be treated in the same manner.

2. The Employer's Position:

According to the Employer, the sick leave advancement and buy back program utilizing the form referred to above is a program in effect throughout the County for both bargaining and non-bargaining unit employees. It allows the Employer to advance an employee sick leave with the employee having the option of either signing the buy-back agreement or receiving the Workers' Compensation check directly from the State of Ohio, rather than signing it over to the Employer. Copies of records were provided that reflect that bought back sick leave was credited at 3.7 hours per two week pay period rather than the standard 4.6 hours of sick per pay period. The Employer asserts that this uniform sick leave policy, which applies to all non-unit County employees and which has been continued in the contracts for the five units where collective bargaining agreements

have been signed, is a fair policy that should be applied to all County employees including the employees involved herein.

3. Findings and Recommendations:

The Employer's sick leave, advancement and buy-back program is currently in effect county-wide for both bargaining and non-bargaining unit employees. The Union has not provided convincing arguments for the Employer to institute a different sick leave policy for the units involved herein which would be a variance with the uniform policy covering the five other units in the Sheriff's Department. Accordingly, I recommend that the Employer's sick leave proposal be adopted.

VI.

HOLIDAYS

1. The Union's Position:

The Union proposes that Article XV, Holidays should be amended by the following addition:

In addition to the holiday benefits above, effective January 1, 1997, employees shall receive time and one half pay for all hours worked on any of the holidays defined in Section 1.

The Union asserts that time and a half pay for holidays is standard in many law enforcement collective bargaining agreements and that receiving an extra four hours pay for holiday work is fair compensation for law enforcement employees who work the majority of holidays because of the nature of their job.

2. The Employer's Position:

The Employer indicates that law enforcement employees in the Lake County municipalities of Mentor, Willowick and Mentor-On-The-Lake do not receive additional pay for holidays. Consequently, according to the Employer it is not out of step by refusing to grant the time and a half provisions requested by the Union. It has proposed, however, the following changes in respect to personal days off for new employees:

New employees may be entitled to personal days on a pro-rata basis. The determination shall be based on the number of full four (4) month periods remaining in the calendar year an employee is hired.

3. Findings and Recommendations:

The Union asserts that it wants time and a half for all holidays effective January 1, 1997 claiming that this is standard procedure in law enforcement contracts. The Employer, without contradiction from the Union, asserts that law enforcement employees in three of the larger municipalities in Lake County, Willowick, Mentor and Mentor-On-The-Lake, do not receive overtime for holidays. I find that the Union has not sustained a burden of showing that the unit involved herein should receive time and a half for holidays. In addition, I recommend that the Employer's proposed changes providing clarification to personal days for new employees should be included in the agreement.

VII.

VACATIONS

1. **The Union's Position:**

The Union proposes the following new Section 5 in Article XVI, Vacations:

5. Bidding for vacations shall be on the basis of bargaining unit seniority, and no employee shall be denied a vacation request on the basis that other employees outside the bargaining unit have requested the same day(s) off.

The Union argues that under the current practice vacation bids are based on rank and order of seniority within the specific rank. Lieutenants bid first in the order of seniority, then sergeants and finally the deputies involved herein. This results in the deputies being left with the less desirable vacation times. A deputy of many years seniority is able to be outbid by a lieutenant or sergeant of much less service with the Employer in respect to vacations. Any problem as to staffing positions of unit employees when a shortage of deputies occurs during vacations can be resolved by assigning more overtime hours to those employees not on vacation.

The Union also proposes the following language be adopted in Article 16 -
Vacation:

Section 1

All bargaining unit employees shall earn vacation according to the schedule set out below based on the employee's anniversary date of service with the Lake County Sheriff's Department as a full-time employee.

YEARS OF SERVICE

YEARLY ENTITLEMENT

Less than one (1) year	0 weeks
One year but less than eight (8) years	2 weeks
Eight (8) years but less than fifteen (15) years	3 weeks
Fifteen (15) years but less than twenty-five (25) years	4 weeks
Twenty-five (25) years or more	5 weeks

Effective January 1, 1997, the vacation schedule shown in Section 1 shall be modified as follows:

YEARS OF SERVICE

YEARLY ENTITLEMENT

Less than one (1) year	0 weeks
One year but less than seven (7) years	2 weeks
Seven (7) years but less than fourteen (14) years	3 weeks
Fourteen (14) years but less than twenty-two (22) years	4 weeks
Twenty-two (22) years or more	5 weeks

The Union asserts that this proposal provides employees with a slightly improved vacation computation schedule. According to the Union, said proposal had been offered to the Union by the Employer. However, it was made conditional upon the modification of the compensatory time provision.

2. The Employer's Position:

The Employer takes the position that changing the vacation bidding procedure that currently exists would severely strain the minimum manning and staffing requirements necessary to operate the law enforcement agency. In essence, the Employer claims that there are not enough employees, not only in the unit involved herein but also in the sergeant and lieutenant classifications, to support this proposal without hiring additional

employees for the Sheriff's Department. Assigning overtime would not meet the need in this situation. The Employer asserts that the current practice has been in existence for sometime. It maintains that this past practice has worked fairly in a department where there are only twenty one working deputies, four working sergeants and three working lieutenants to cover a round-the-clock three-shift operation during the work week.

3. Findings and Recommendations:

The Union has not provided sufficient evidence to support a finding that would reverse the past practice in respect to bidding for vacations. It is apparent that with a round the clock law enforcement operation the changing of the vacation bidding procedure would strain the Employer's staffing with a total complement of working officers consists of 21 deputies, 4 sergeants and 3 lieutenants. It is recommended that the past practice in respect to vacation bidding be continued.

The Union's proposal as to vacation entitlement offers more clarity than the more complicated formula in the last contract covering the unit involved herein. I recommend that the Union's vacation entitlement proposal be approved.

VIII.

LONGEVITY AND WAGES

1. The Union's Position:

The Union dealt with the issues of longevity and wages together as part of its economic proposal. It made the following proposal in respect to longevity pay:

Longevity Pay - Article 17

The Union proposes that the following language be adopted:

Section 1.

A payment for seniority shall be made in the first pay period of December of each year based on the following schedule.

Payments shall be made to those employees in the active pay status employed at such date. There shall be no severance payment to employees who resign or are discharged prior to such payment.

YEARS OF SERVICE	PAYMENT ONCE A YEAR		
	1996	1997	1998
1	None	None	None
2	None	None	None
3	None	None	None
4	None	None	None
5	None	None	None
6	None	None	None
7	None	None	None
8	525	575	575
9	525	575	575
10	525	575	575
11	750	800	800
12	750	800	800
13	750	800	800
14	750	800	800
15	750	800	800
16	875	950	950
17	875	950	950
18	875	950	950
19	875	950	950
20	875	950	950
21	1000	1075	1075
22	1000	1075	1075
23	1000	1075	1075

24	1000	1075	1075
25	1000	1075	1075
26 and over	1100	1200	1200

Section 2

Any employee receiving or who would have been eligible to receive longevity pay under the previous contract dated April 1, 1990, in 1993 or sooner shall continue to do so until they come within the terms of this new schedule, at which time said new schedule shall be applicable.

There are no significant changes in this proposal as compared to the last contract covering this unit. Some modest increases as well as some modest decreases are reflected in the Union's proposal.

In respect to wage increases the Union proposed no increase the first nine months of the contract commencing April 1, 1996 and a five percent increase effective January 1, 1997 and January 1, 1998. It argues that since its highest priority is a new contract expiration date of December 31, 1998 it is willing to forego a wage increase for the nine contract months of 1996.

The following is the Union's proposal for compensation based upon job classification and years of service for both court officers and deputies:

Section 1

Employees shall be compensated as shown below based upon job classification and years of service with the Lake County Sheriff's Office.

COURT OFFICERS

Start	-	13.50
1	-	13.98
2	-	14.46
3	-	14.94
4	-	15.42
5	-	15.90

DEPUTY

Start	-	15.27
1	-	15.75
2	-	16.23
3	-	16.71
4	-	17.19
5	-	17.67

The wage rates were computed based on three percent of the step five rate for each job classification. This amount was then added to each of the lower steps.

2. The Employer's Position:

The Employer takes the position as to the longevity or seniority payment that it is not opposed to increases in this area provided that they are consistent with those in the other Sheriff's Department units. It emphasizes that these payments are connected with other cost issues. Its current position is to maintain the same schedule as in the old contract.

The Employer asserts that in order to obtain a contract that is consistent with agreements in five other units of the Sheriff's Office employees and Lake County general fund employees, it is willing to offer a three (3%) wage increase to the unit of deputies and Court Officers. The Employer's wage offer includes back pay, excluding overtime, back to, and including March 17, 1996.

The Employer emphasizes that these unit employees are currently highly compensated for their classifications in County Sheriff's Departments. Lake County

ranks second in compensation, only surpassed by Franklin, Geauga and Montgomery Counties. It notes that Lake County with its current population of 212,000 is substantially smaller than Franklin and Montgomery Counties.

The formula for wage increases calculates a percentage increase for each of the top pay grades for both the deputies and Court Officers; it then adds the resulting increase, reached in cents per hour at step 5 to all of the other steps. The Employer asserts that the back pay retroactive to March 17 and the method calculating the increase increases the value of the across the board percentage in the lower steps. Under the Employer's proposal the following are the wage increases at three (3%) for the two classifications which would result in each pay step being approximately \$1,000.00 apart for the compensation year:

<u>Court Officer</u>		<u>Deputy</u>	
Start	\$13.98	Start	\$15.80
1	14.46	1	16.28
2	14.94	2	16.76
3	15.42	3	17.24
4	15.90	4	17.72
5	16.38	5	18.20

3. Findings and Recommendations:

The deputies in Lake County who provide law enforcement services throughout the county, including the vital patrolling of its highways, have a history of being well compensated. It is important that the employees who perform these services continue to

be well compensated. Accordingly, I make the following recommendations as to the seniority or longevity payment for the employees involved herein with the remainder of Article 17 remaining the same as the last expired contract.

Section 1

YEARS OF SERVICE	PAYMENT ONCE A YEAR		
	1996	1997	1998
1	None	None	None
2	None	None	None
3	None	None	None
4	None	None	None
5	None	None	None
6	None	None	None
7	None	None	None
8	500	500	500
9	500	500	500
10	500	500	500
11	750	750	750
12	750	750	750
13	750	750	750
14	750	750	750
15	800	800	800
16	800	800	800
17	800	800	800
18	900	900	900
19	900	900	900
20	1000	1000	1000
21	1000	1000	1000
22	1000	1000	1000
23	1000	1000	1000
24	1000	1000	1000
25	1000	1000	1000
26 and over	1000	1000	1000

As indicated above, a history of three year contracts with a wage increase the first year and re-opens the second and third year exists in regard to this unit. Furthermore, the other bargaining units in the Sheriff's Department have a similar bargaining history. Accordingly, in the interest of maintaining stability in labor relations and based upon the statutory criteria, I recommend that the Employer's position as to wages including back pay, excluding overtime, back to and including March 17, 1996 be adopted as reflected in the following:

Court Officer		Deputy	
Start	\$13.98	Start	\$15.80
1	14.46	1	16.28
2	14.94	2	16.76
3	15.42	3	17.24
4	15.90	4	17.72
5	16.38	5	18.20

It is further recommended that the recommendation as to wages be effective thirty (30) days from the date of issuance of the Findings of Recommendation in the instant matter.

IX.

SPECIALIZED TRAINING AND SKILLS

1. The Union's Position:

The last contract covering this unit provides the following extra compensation for specialized training and skills:

ARTICLE 34

SPECIALIZED TRAINING AND SKILLS PAYMENT

1.	Licensed Paramedic	\$100.00
2.	30-Hour Certificate of Approved and Authorized Job-Related Courses	\$200.00
3.	Associate of Arts Degree	\$300.00
4.	Bachelor of Arts/Bachelor of Science Degree	\$400.00

The Union proposes that effective January 1, 1997 each payment for the four categories shown above be increased by \$100.00.

2. The Employer's Position:

The Employer asserted that its proposal in their respect is connected to other direct cost issues in its total economic package. It proposes increases of \$100.00 in the Associate category and \$250.00 in the Bachelor's category. Both the Union and the Employer agree that payments shall begin after an employee has been employed for one year.

3. Findings and Recommendations:

Law enforcement officers obtaining additional knowledge and a broader perspective through education should be encouraged. The Employer's proposal seems to be an appropriate incentive in this respect. Accordingly, it is recommended that the Employer's proposal be adopted.

X.

OVERTIME AND COMPENSATORY TIME

1. **The Union's Position:**

The Union proposes that unit employees entitled to overtime pay have the option of selecting compensatory time off instead of receiving the overtime compensation. All employees will be allowed to bank compensatory time up to the accrued amount of eighty hours. In the prior contract employees are allowed to bank compensatory time up to a 24 hour bank.

2. **The Employer's Position:**

The Employer has proposed improved vacation benefits in exchange for a reduction in hours of compensatory time that can be banked by unit employees. The old contract covering this unit provided that employees could bank up to 24 hours of compensatory time. The Employer has offered the Union a choice of compensatory time banks - either 24 hours as in the contract negotiated with the deputized sergeants, or 32 hours in the contract negotiated with the lieutenants unit. Evidence was provided by the Employer of the number of compensatory hours used by unit employees in the 1995 calendar year.

3. **Findings and Recommendations:**

Compensatory time is an important benefit, particularly for public employees who are engaged in law enforcement. Many employees prefer to choose compensatory time

off rather than receiving overtime pay. Accordingly, I recommend the following provision in respect to compensatory time:

An employee entitled to overtime pay may in lieu of overtime compensation, be provided with compensatory time up to a forty (40) hour bank.

XI.

LEAVE OF ABSENCE

1. The Union's Position:

The Union, in accordance with its position referred to above in respect to Workers' Compensation and repurchased sick leave, proposes the following language in the leave of absence article:

For each day that worker's compensation benefits are received and assigned to the employer, the employee's utilized sick leave shall be reaccredited on a day for day basis.

2. The Employer's Position:

The Employer proposes changes in the leave of absence policy in accordance with its position as to sick leave advancement policy referred to above. It is set forth in italics as follows:

The employee shall have his sick leave re-credited on a percentage basis equal to the amount paid to the Employer. *Such re-credited sick leave shall be utilized first for future incidents and shall not account for purposes of additional accruals of vacation or sick leave.*

Also, the Employer has proposed a Fitness for Duty section that has been negotiated between the Employer and the respective unions where agreements have already been reached in the Sheriff's Department. Said language reads as follows:

An employee found unfit for duty or unable to return to service after an extended medical leave as authorized by the Employer shall be removed from employment in a non-disciplinary manner.

Initiation of the process of removal may begin when the Employer reasonably believes that an ongoing condition renders an employee unfit for duty.

Such initial determination may be based on the employee's physician's medical statement or, at the Employer's expense, an employee may be required to submit to a medical examination to determine fitness for duty.

If an employee disputes the findings of the Employer's examination they may, at their expense, submit to a medical examination by a physician of their choosing.

If the results of this examination are in contract to the Employer's physician. a third physician or medical facility mutually recommended by each party's physician shall determine the employee's fitness for duty. The cost of this examination shall be shared equally by the Employer and the employee.

In cases where the condition allows use of sick leave, removal shall not occur prior to exhaustion of accrued sick leave or until accrued vacation, holiday, or compensatory time is exhausted.

3. Findings and Recommendations:

The bargaining history in the Sheriff's Department and the current agreements reached by the other units in the Department support the conclusion that the Union's proposal as to Workers' Compensation and repurchased sick leave should not be adopted. The Union has not sustained its burden of showing that a change in this respect is

warranted. In addition, taking into consideration that the Fitness for Duty section has been incorporated into the contracts where the Employer and the respective unions have reached agreement, I recommend that the Fitness for Duty section referred to above be adopted in the Agreement covering the units involved herein.

Charles Z. Adamson
Charles Z. Adamson
Fact-Finder

9/16/96
Date: September 16, 1996