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STATE EMPLOYMENT RELATIONS BOARD  
STATE OF OHIO

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In the Matter of Fact-Finding Between  
OHIO PATROLMEN'S BENEVOLENT  
ASSOCIATION

and

TRUMBULL COUNTY SHERIFF

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FINDINGS AND RECOMMENDATIONS

CASE NOS. 98-MED-07-0670 through  
98-MED-07-0673

June 24, 1999

Charles Z. Adamson, Fact-Finder

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Appearances

For the Ohio Patrolmen's Benevolent Association:

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The undersigned was appointed Fact-Finder in this dispute by the State Employment Relations Board (SERB) on September 1, 1998 pursuant to Section 4117-9-05 of the Administrative Code. There are five (5) bargaining units involved -- (1) full-time Commissioned Road Deputies; (2) full-time Sergeants; (3) full-time Corrections Officers; (4) full-time Lieutenants, the incumbent Captain and full-time Assistant Wardens; and (5) Cooks, Secretaries, Clerks and Maintenance employees. The applicable collective bargaining agreement expired September 30, 1998.

**I.**  
**HEARING**

After mediation the case proceeded to hearing on May 25, 1999 as to the issues where the parties had reached an impasse. The issues remaining at an impasse are the following:

- |                                  |                          |
|----------------------------------|--------------------------|
| 1. Compensation                  | 7. Pension               |
| 2. Hours of Work                 | 8. Duration              |
| 3. Work Scheduling               | 9. Shift Differential    |
| 4. Layoff and Recall             | 10. Longevity            |
| 5. Sick Leave                    | 11. Drug Testing and EAP |
| 6. Hospitalization and Insurance |                          |

**II.**  
**CRITERIA**

In compliance with Ohio Revised Code, Section 4117.14(C)(4)(e) and Ohio Administrative Code Rule 4117-9-05(J) and 4117-9-05(K), 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 the private employment.

## **ISSUES AND RECOMMENDATIONS**

### **COMPENSATION**

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

The Union proposes the following wage increases set forth below:

Deputies and Corrections Officers -

1. Effective October 1, 1998, wages to be increased by six percent (6%);
2. Effective October 1, 1999, wages to be increased by five percent (5%);
3. Effective October 1, 2000, wages to be increased by four percent (4%).

Sergeants, Lieutenants, the incumbent Captain, Assistant Wardens and Wardens -

Effective October 1, 1998, a permanent rank differential shall be established as follows;

1. Sergeant - 11.50% above top paid Deputy;
2. Lieutenant - 11.50% above top paid Sergeant;
3. Assistant Warden - 11.50% above top paid Corrections Officer;

4. Warden - 11.50% above Assistant Warden.

The wage increases requested as to the following clerical classifications are for the top rate of the classifications. The Union proposes that once the top rate has been established a wage scale moving downward will be established.

1. Administrative Coordinators -

a. Investigative -

- i. Effective October 1, 1998, wages to be increased to \$16.59;
- ii. Effective October 1, 1999, wages to be increased to \$17.25;
- iii. Effective October 1, 2000, wages to be increased to \$17.94.

b. Civil Division -

- i. Effective October 1, 1998, wages to be increased to \$16.59;
- ii. Effective October 1, 1999, wages to be increased to \$17.25;
- iii. Effective October 1, 2000, wages to be increased to \$17.94.

c. Jail/Accounts Payable -

- i. Effective October 1, 1998, wages to be increased to \$17.41;
- ii. Effective October 1, 1999, wages to be increased to \$18.12;
- iii. Effective October 1, 2000, wages to be increased to \$18.84.

d. Statistical Records -

- i. Effective October 1, 1998, wages to be increased to \$15.04;
- ii. Effective October 1, 1999, wages to be increased to \$15.65;
- iii. Effective October 1, 2000, wages to be increased to \$16.28.

e. Drug Task Force -

- i. Effective October 1, 1998, wages to be increased to \$14.18;
- ii. Effective October 1, 1999, wages to be increased to \$14.75;
- iii. Effective October 1, 2000, wages to be increased to \$15.34.

2. Executive Secretaries -

- a. Effective October 1, 1998, wages to be increased to \$11.33;
- b. Effective October 1, 1999, wages to be increased to \$11.78;
- c. Effective October 1, 2000, wages to be increased to \$12.25.

3. Receptionist/Secretary -

- a. Effective October 1, 1998, wages to be increased to \$10.61;
- b. Effective October 1, 1999, wages to be increased to \$11.03;
- c. Effective October 1, 2000, wages to be increased to \$11.48.

4. Cooks -

Effective October 1, 1998, employees shall be compensated as follows:

<u>Length of Service in Grade</u>	<u>Hour Rate</u>
Start	\$12.50
After 1 year	\$13.00
After 2 years	\$13.50
After 3 years	\$14.00
Supervisor	\$17.41

Effective October 1, 1999, employees shall be compensated as follows:

<u>Length of Service in Grade</u>	<u>Hour Rate</u>
Start	\$13.00
After 1 year	\$13.52
After 2 years	\$14.04
After 3 years	\$14.56
Supervisor	\$18.12

Effective October 1, 2000, employees shall be compensated as follows:

<u>Length of Service in Grade</u>	<u>Hour Rate</u>
Start	\$13.52
After 1 year	\$14.06
After 2 years	\$14.60
After 3 years	\$15.14
Supervisor	\$18.84

5. Custodians -

Effective October 1, 1998, employees shall be compensated as follows:

<u>Length of Service in Grade</u>	<u>Hour Rate</u>
Start	\$12.50
After 1 year	\$13.00
After 2 years	\$13.50
After 3 years	\$14.00

Effective October 1, 1999, employees shall be compensated as follows:

<u>Length of Service in Grade</u>	<u>Hour Rate</u>
Start	\$13.00
After 1 year	\$13.52
After 2 years	\$14.04
After 3 years	\$14.56

Effective October 1, 2000, employees shall be compensated as follows:

<u>Length of Service in Grade</u>	<u>Hour Rate</u>
Start	\$13.52
After 1 year	\$14.06
After 2 years	\$14.60
After 3 years	\$15.14

The Union asserts that the financial health of the Employer is excellent and that it can afford to grant the wage proposals advanced by the Union. It notes that Trumbull County was

able to plan for expensive projects despite the 0.25% roll back in the county sales tax. In addition, it refers to a proposed plan for housing federal prisoners in the jail which will provide additional revenue for operating costs. It also notes a newspaper article in which the Sheriff indicated that the jail could be self-supporting by the end of the current year.

The Union argues that nine (9) county SERB Northeast Ohio Quadrant of the State and the City of Warren is the appropriate area for comparison of wages and rank differential as to the deputies, sergeants and lieutenants. It notes that the Employer's comparison to surrounding cities in Trumbull County is not valid since the cities, except for Warren, are quite small. The SERB statistics reflect that the Employer's 3% annual wage increase offer is less than the average 4.78% wage increase in this market for 1999. It also asserts that rank differential for this market as to the sergeants and lieutenants exceeds the rank differential for the employees involved herein. Reference is also made to an April 8, 1999 SERB Fact-Finding report in which the Trumbull County dispatchers received a wage recommendation for 6% effective January 1, 1999, 5% effective January 1, 2000 and 4% effective January 1, 2001.

The Union states that in both Lake and Ashtabula Counties the cooks with duties comparable to those employed by the Employer receive substantially more in wages. It also indicates that a similar custodian position in Ashtabula County has wages that are higher than the Employer's custodians. A cook testified as to having responsibility for between 10 and 12 inmates who work in the Employer's kitchen without being compensated for these duties. Also, a clerical employee testified that she had compared various City of Warren clerical positions with similar clerical employees working for the Employer. She concluded that the Employer's employees were not comparably compensated for performing similar jobs.

**2. The Employer's Position**

The Employer proposes wage increases of 3% for the years 1998, 1999 and 2000 for bargaining units one (1) through four (4). This compares favorably with cities in Trumbull County. It notes that the starting salary of an Employer's deputy with a 3% increase in 1998 is \$3,200.00 higher than a City of Warren patrolman and the deputy's top salary is \$1,036.05 less than a Warren patrolman's top salary.

Factoring in a 1998 3% wage increase, the Employer's Captains will earn \$1,000 more than the captains' average in contiguous counties and \$1,300.00 more than the average captain in 1999.

The Employer's deputies starting salaries rank second behind Ashtabula deputies after receiving a 3% 1998 wage increase. The top deputy salary for the Employer unit is second behind Geauga County. However, it is not reasonable to use Geauga County for comparison since it has the highest per capita income in Ohio.

The Employer asserts that a 15% increase over three (3) years is unreasonable since there is no evidence of wage disparity to warrant the increase. The increase is not warranted considering the slight rise in inflation and comparison with area county employers and large city suburbs. It also notes the loss of revenue from the roll back of the county sales tax referred to above.

The Employer proposes a 3% increase for 1998, 1999 and 2000 for the unit of cooks and cook supervisors noting that this unit already enjoys PERS pickup. It also proposes a 3% increase for the custodians for 1999, 2000 and 2001 and a straight increase of 3% for secretaries and clerks for 1998, 1999 and 2000. The Employer argues that the Union's wage proposals for

cooks, custodians and secretaries and clerks would result in wages that are too high and not warranted for the positions involved.

**3. Findings and Recommendations**

The Union has not substantiated its case regarding proposed wage increases for the five (5) units involved herein. However, its argument that the Ohio Counties in the SERB Northeast Quadrant and the City of Warren should be used as a basis for comparison with the units of the Employer's deputies, sergeants and lieutenants has some merit. An adequate comparison cannot be made using the small municipalities in Trumbull County as a basis for comparison.

Accordingly, the undersigned recommends the following wage increases for the units of deputies and corrections officers, sergeants and lieutenants and the incumbent captain and assistant warden:

Effective October 1, 1998 - 4%  
Effective October 1, 1999 - 3.5%  
Effective October 1, 2000 - 3.5%

It is also recommended that whatever rank differential currently exists in respect to sergeants, lieutenants, captains, assistant warden and warden shall continue to exist in the new collective bargaining agreement.

The Union has not substantiated its position as to wages in respect to the units of cooks, secretaries and clerks. Accordingly, the undersigned recommends the following increases for these units:

Effective October 1, 1998 - 4%  
Effective October 1, 1999 - 3.5%  
Effective October 1, 2000 - 3.5%

The Employer has also proposed the following two (2) additional articles to be added to the Compensation section of the contract:

32.05 - Effective upon the execution of this Agreement all patrol cars shall remain on the Sheriff's Department property at all times that said patrol cars are not in service.

32.06 - The Employer agrees to pay the base rate for those cellular phones that are issued to employees. The employee shall pay any charges in excess of the base rate via payroll deduction.

The Employer maintains that it needs a larger fleet of cars at its disposal at all times.

With a larger fleet at its disposal it would receive reduced insurance costs, even though it acknowledges the cars would be worn out more quickly. In addition, it requests the provision in Article 32.06 to assist it in collecting charges from employees who have used the phones for personal use.

In respect to the patrol cars, the Union states that the privilege of driving a patrol car home has existed since 1986 and is an economic benefit which should be subject to collective bargaining between the parties. It notes that allowing a patrol car to be driven to a deputy's home results in faster response time to criminal acts, particularly in respect to members of the SWAT team. In addition, a car lasts longer with one driver when it is not being driven twenty-four (24) hours a day. As to the proposed language regarding cellular phones, the Union asserts that there has been no evidence of abuse in this area and that this language is not appropriate to be included in the collective bargaining agreement.

It is concluded that the Employer has not proved its case as to either of the issues and it is recommended that they not be included in the contract.

## **HOURS OF WORK**

### **1. The Employer's Position**

The Employer proposes that the hours of work for the work day set forth in Article XVI be changed from a ten (10) hour day to an eight (8) hour day. It states that the Union has agreed to accept the Employer's proposal of an eight (8) hour day for all new employees.

The Employer indicates that it agreed to implement the ten (10) hour day on a trial basis in the last negotiations between the parties, but it has not been successful because it has resulted in excessive overtime for both deputies and corrections officers which has increased each year. It points out that the deputies' day shift on the road is already eight (8) hours so that this would only affect the afternoon shift.

### **2. The Union's Position**

The Union opposes the change in hours to eight (8) hour shifts. According to the Union there are fewer deputies on the afternoon and midnight shift. With ten (10) hour days there is increased shift coverage. According to the Union, less senior deputies have more opportunities for time off on weekend with ten (10) hour shifts.

### **3. Findings and Recommendations**

A change in hours worked in each shift is a major change in the contract between the parties. The Employer has not proved a reason for a change in this respect. Accordingly, the Employer's proposal in this respect is not recommended.

## WORK SCHEDULING

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

The Union proposes to expand the current shift bidding provisions from only coverage of corrections officers and assistant wardens to cover all uniformed deputies, including both those on road patrol as well as deputies engaged in civil and court security functions. It maintains that there is no reason for exclusion of court security and civil deputies from the shift bidding process since they receive the same training and certification, possess the same law enforcement skills and wear the same uniform. If an employee has seniority the employee should be allowed to exercise it through the bidding process. The Union also argues that job bidding would prevent the Sheriff from assigning a deputy to an onerous job as punishment or retaliation.

In respect to the correction officers, the Union notes that the functions of program coordinator, commissary and hair cutting are excluded from the bidding process by the Sheriff. The Union states that these functions involve desirable days off and better working conditions and should be subject to bids. However, the Union acknowledges that some of these functions require special skills so that only qualified personnel would be allowed to submit bids.

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

The Employer proposes to delete Article XVII - Work Scheduling in its entirety. It believes that the shift bidding process interferes with management's right to assign employees to specific tasks based on their abilities and staff requirements. By engaging in shift bidding officers are able to assign themselves to either the civil division or court security - a midnight shift bid forecloses assignment to the courts since they are only open during the day.

**3. Findings and Recommendations**

The Union has not proved its position that an expansion of shift bidding is warranted and the Employer has not been sufficiently persuasive to sustain a case for the total elimination of this provision. Accordingly, the undersigned recommends that the present contract language as to work scheduling be continued in the contract between the parties.

**LAYOFF AND RECALL**

**1. The Employer's Position**

Current contract language allows unit members to bump into another division in the event of layoff. The Employer proposes two changes in this respect. First, it proposes the elimination of the provision allowing unit members bumping rights from one division into another. Second, the Employer proposes that layoffs occur by division in accordance with its sole discretion. Of major consideration is the fact that a new bargaining unit of cooks, secretaries, clerks and custodians have been added to the existing units. It asserts that employees in one division have not been trained in another capacity and it would be unreasonable for them to perform duties for which they have not been trained. In addition, the old jail has been replaced by a new more technologically advanced jail during the term of the most recent labor contract. As a result a senior road deputy could not be expected to bump a less senior corrections officer because the senior deputy lacked training in the new jail technology. A senior corrections officer should not be able to bump a junior cook. Also, the Employer should have discretion as to the amount of employees to be laid off from each separate division in order to prevent a situation where all members of one division could be laid off because of low seniority.

An additional change proposed by the Employer involves the elimination of Section 20.05 providing that "Before any full-time employees may be laid off, all part-time and other employees, who perform any bargaining unit work, will be first laid off." This would allow layoffs by division rather than seniority. Within the selected division, however, layoffs would be by seniority.

**2. The Union's Position**

The Union maintains that the current language as to layoff and recall should be retained since it has resulted from the parties' experience and negotiations. It believes that the Employer has not demonstrated a need for change.

**3. Findings and Recommendations**

The Employer has not sufficiently proved its position as to layoffs and recall to warrant the substantial changes proposed by it. Accordingly, the undersigned recommends that the current language in this provision continue in the new contract. The example of a senior corrections officer attempting to bump a junior cook, cited by the Employer, is an extreme example which is highly unlikely to occur. The additional example of a senior road deputy replacing a more junior corrections officer would not be allowed to occur unless the road deputy was adequately trained.

**SICK LEAVE**

**1. The Employer's Position**

The Employer proposes a change to Article XXIV Section 24.01 so that sick leave is earned at the rate of 4.6 hours for every eighty (80) hours actually worked as defined in Section 16.06 of the contract. It also proposes an addition to Section 24.02 providing that "Failure to

provide a requested return to work form upon return to work shall constitute a forfeiture of the right to use sick leave for the absence. Untimely submissions are not acceptable.” According to the Employer it has frequently faced a problem of sick leave procedures being abused by employees which should be remedied by this provision.

The Employer also wants to change Section 24.01 so that penalties can be incurred by an employee using sick leave more than four (4) times a year, rather than six (6) times a year as provided in the current contract.

## **2. The Union's Position**

The Union wants to continue the current language in respect to sick leave but would like to change the amount of cash-out of accumulated sick leave from five hundred four (504) to one thousand eight (1,008). For accumulated hours beyond one thousand eight (1,008), the Union proposes that the balance of sick leave hours would be paid at the applicable federal minimum wage. It believes this proposal is necessary because of the number of employees who have currently approached the maximum cash-out level and would avoid the tendency to use the sick leave rather than continue to accumulate it.

The Union asserts that the one hundred twenty (120) hours per year sick leave accumulation is a long standing policy which should not be changed. In addition it opposes the sick leave penalty proposal set forth by the Employer asserting that the current policy which was negotiated by the parties during the last contract negotiations has been successful and does not require change.

3. **Findings and Recommendations**

The current language regarding sick leave appears to be working well between the parties. Accordingly, the various changes proposed by the parties are rejected, with one exception. The current language for sick leave is recommended to be continued in the new contract with the addition of Employer's proposed additions to Section 24.02 as to return to work forms.

**HOSPITALIZATION AND INSURANCE**

1. **The Employer's Position**

The Employer proposes to increase the deductible amounts for health insurance from \$200.00 to \$500.00 for single coverage and from \$400.00 to \$1,000.00 for family coverage. It also proposes to increase the pharmaceutical deductible from \$2.00 to \$8.00 per generic prescription and from \$5.00 to \$15.00 for non-generic prescriptions when a generic is available. In addition, it proposes that employees contribute 30% toward the cost of health care coverage with the Employer being responsible for the remaining 70% of the cost.

2. **The Union's Position**

The Union proposes to maintain the current hospitalization and insurance provisions. It points out that during the term of the last contract the Employer changed providers which resulted in lesser coverage for unit members and that the Union's challenge in this respect was generally unsuccessful. According, to the Union, the Employer changed providers to achieve cost savings. Since the cost reducing policy remains in effect there is not reason to recommend changes as to deductibles, prescriptions or cost sharing as proposed by the Employer.

In addition, it notes that no other units of County employees have agreed to reduction in health coverage.

**3. Findings and Recommendations**

The Employer has not provided sufficient evidence to support its proposed changes in hospitalization and insurance. Accordingly, the undersigned recommends that the hospitalization and insurance provisions in Article XXVIII of the expired contract remain in effect in the next agreement between the parties.

**PENSION**

**1. The Union's Position**

The Union proposes that the cooks, bargaining unit 5, who currently receive a 6% pension pickup should have contract language reflecting this pickup in the agreement. At present bargaining units 1 through 4 do not receive a pension pickup. According to the Union all other bargaining units in Trumbull County receive a 6% pension pickup. The Union proposes that these units receive a pension pickup as follows:

1. Effective October 1, 1998, three percent (3%) of the employee's contribution.
2. Effective October 1, 1999, three percent (3%) of the employee's contribution.

**2, The Employer's Position**

The Employer proposes two (2) options in respect to pension pickup. If a three percent (3%) wage increase is granted for each year of a three (3) year agreement there will be no pickup of pensions. If a one and a half percent (1.5%) wage increase is granted for each year of a three (3) year agreement the Employer proposes a two percent (2%) pension pickup for each year of

the three (3) year agreement. The Employer notes that its second option results in a three and a half percent (3.5%) increase in compensation benefits for each year of the three (3) year contract.

**3. Findings and Recommendations**

Since unit 5 enjoyed an annual 6% pension pickup prior to being added to the overall bargaining unit it is equitable that this unit should continue to receive this benefit. Accordingly, it is recommended that language be added to the labor contract between the parties reflecting this benefit. Under all of the circumstances in this matter, including the compensation recommendation referred to above, a pension pickup does not appear warranted to units 1 through 4. It is recommended that units 1 through 4 do not receive pension pickup in the contract between the parties.

**DURATION**

**1. The Union's Position**

The Union proposes that the collective bargaining agreement between the parties become effective October 1, 1998, the current agreement having expired September 30, 1998. According to the Union the parties have historically commenced negotiations late and negotiated during the period after the expiration of contracts. There has been no objection or attempt to change this practice because the Union has always been awarded retroactivity as to all economic matters, either negotiated or awarded during the process.

It notes that the Sheriff suggested that the Union commence negotiations after the end of the 1998 calendar year because the Union might receive more favorable treatment from a new, more labor friendly County Commissioner replacing the outgoing less labor friendly

Commissioner. The Union agreed to begin labor negotiations later than the usual time based on this suggestion.

In view of these circumstances, the Union asserts that no basis exists to deny retroactivity in respect to any economic items in the contract. A contrary result would penalize the Union for exercising its statutory rights and also agreeing to the Sheriff's suggestion to begin negotiations after January 1, 1999.

**2. The Employer's Position**

It is the Employer's position that the contract become effective upon execution because it would place it in a better position to bargain as to open financial issues if the terms were not retroactive. The Employer notes, however, that it will agree to retroactivity if the Union agrees to its wage proposal encompassing retroactivity.

**3. Findings and Recommendations**

It is not preferable to recommend that economic items become effective upon execution of the agreement rather than retroactive to the expiration of the prior agreement. Employees should not be penalized for the circumstances which result in an agreement being reached after a substantial period of time has elapsed subsequent to a contract's expiration. Accordingly, it is recommended that this agreement's term be three (3) years effective October 1, 1998.

**SHIFT DIFFERENTIAL**

**1. The Union's Position**

The Union proposes two (2) changes as to shift differential. It seeks a five cent (5¢) increase to the existing shift differential for the life of the new agreement. It asserts that an

increase in the shift differential is warranted because of the extra demands placed on the afternoon and midnight shifts and to attract employees to the less desirable shifts.

The Union also proposes that a Detective Differential of One Hundred Twenty Five Dollars (\$125.00) per pay be added to all employees assigned to the Detective Bureau. This would compensate for the loss of holiday pay, shift differential and the reduction in overtime opportunities which result from a transfer from the road patrol to the Detective Bureau. The Union asserts that ranking officers assigned to the Detective Bureau receive considerably less compensation than deputies of lesser rank because of these differences. It notes that Medina County Sheriff's detectives receive \$100.00 each month as a Detective Differential.

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

The Employer proposes the continuance of the current shift differential language - 20¢ per hour for the afternoon shift and 30¢ per hour for the midnight shift. Of the surrounding counties, two do not have shift differential - Geauga and Ashtabula. Portage County provides 10¢ per hour for the afternoon shift and 15¢ per hour for the midnight shift. Mahoning County pays 30¢ per hour for the afternoon shift and 40¢ per hour for the midnight shift. As a result, the Employer currently is on par with the averages for afternoons and midnight shift differentials in the surrounding counties.

However, the Employer proposes that it will agree with the Union's proposed shift differential increases in exchange for the Union giving up its proposal for shift bidding under Article XVII, Work Schedule.

It opposes the Detective Differential noting that it was unaware of this differential existing except in Medina County. The Employer points out that detectives receive certain

advantages not enjoyed by the uniformed officers such as regular day shift work weeks, Monday through Friday, and weekends and holidays off. It asserts that additional compensation should not be received while enjoying these benefits.

3. **Findings and Recommendations**

Considering that the Union's proposal as to shift bidding referred to above has been rejected by the undersigned and because an additional five cent (5¢) increase in the shift differential is reasonable, the undersigned recommends that five cents (5¢) per hour be added to the afternoon and midnight shift differential. The Union's case as to the Detective Differential has not been substantiated and it is recommended that it not be included in the applicable contract.

**LONGEVITY**

1. **The Union's Position**

The Union proposes to change the current longevity provisions which provide two dollars (\$2.00) per month for each year of service after an employee has been employed five (5) years. The Union's proposed changes call for an increase to three dollars (\$3.00) per month effective October 1, 1998, an increase to four dollars (\$4.00) per month effective October 1, 1999 and an increase of five dollars (\$5.00) per month effective October 1, 2000. It provided statistics reflecting that the Employer lags substantially behind the other counties in the SERB Northeast Ohio Quadrant in this respect. The Union considers the current longevity provision as the key reason for losing ground as a career progresses while working for the Employer.

2. **The Employer's Position**

The Employer proposes that the current language be continued in respect to longevity. It states that the vast majority of County employees receive longevity payments on the same basis as the Employer's employees.

3. **Findings and Recommendations**

Because of the disparity in longevity existing between the Employer and other Sheriff's departments in the Northeast Quadrant, a start should be made in raising the longevity provisions of the Employer. Accordingly, it is recommended that effective October 1, 1998 the longevity provisions shall be increased to three dollars (\$3.00) per month for each full year of service. This provision shall be in effect for the duration of the three (3) year agreement.

**DRUG TESTING AND EAP**

1. **The Employer's Position**

The Employer has proposed new articles in respect to drug testing and an Employee Assistance Program (EAP).

2. **The Union's Position**

The Union indicates that it basically has no objection to either the drug testing or EAP proposals. However, it is reluctant to agree to these proposals without receiving something in return in the bargaining process and because of its perception of the Employer's general bargaining posture.

3. **Findings and Recommendations**

Drug testing and EAP programs have proven to be of value over the long term of a collective bargaining relationship. Since the Union has no objection to these programs it is recommended that they be approved.

*Charles Z. Adamson*

Charles Z. Adamson  
Fact-Finder

*6/24/99*

June 24, 1999