STATE EMPLOYMENT RELATIONS BOARD
Nov 13 3 12 PM '99

IN THE MATTER OF FACT-FINDING

BETWEEN

LAKE COUNTY SHERIFF'S DEPARTMENT

AND

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION
CORRECTIONS OFFICERS

BEFORE: Robert G. Stein

SERB CASE NO. 99 MED 05-0502

PRINCIPAL ADVOCATE FOR THE UNION:

Todd Cipollo, Esq.
OPBA
10 Beech St.
Berea OH 44017

and

PRINCIPAL ADVOCATE FOR THE SHERIFF:

Tom Grabarczyk, Consultant
LABOR RELATIONS MANAGEMENT INC.
6800 W. Central Ave. Suite L-2
Toledo OH 43617

INTRODUCTION

The bargaining unit is comprised of approximately seventy-seven (77) employees holding the classification of Correction Officer with the Lake County Sheriff Department. The Correction Officers have had a bargaining relationship with the Sheriff's Department for a number of years, but secured the OPBA as a new bargaining representative in this round of negotiations. The Deputy's unit and the Dispatcher's bargaining unit are also represented by OPBA. Prior to declaring impasse, the parties held six (6) negotiation sessions.

On October 28, 1999 a fact-finding hearing was held, and the parties presented to the Fact-finder eleven unresolved issues. Both Advocates represented their respective parties well and clearly articulated the position of their respective clients. In order to expedite the issuance of this report, and with the concurrence of the parties, the Fact-finder shall not restate the actual text of each parties' proposals on each issue but will instead reference the Position Statement of each party. The Union's Position Statement shall be referred to as "UPS" and the Employer's Position Statement shall be referred to as "EPS."

CRITERIA

OHIO REVISED CODE

In the finding of fact, the Ohio Revised Code, Section 4117.14 (C)(4)(E) establishes the criteria to be considered for fact-finders. For the purposes of review, the criteria are as follows:

1. Past collective bargaining agreements
2. Comparisons
3. The interest and welfare of the public and the ability of the employer to finance the settlement.
4. The lawful authority of the employer
5. Any stipulations of the parties
6. Any other factors not itemized above, which are normally or traditionally used in disputes of this nature.

These criteria are limited in their utility, given the lack of statutory direction in assigning each relative weight. Nevertheless, they provide the basis upon which the following recommendations are made:

ISSUE 1 Article 5 MANAGEMENT RIGHTS

Union's position

SEE UPS

Employer's position

Maintain current language.

Discussion

The text a management rights clause is an extremely difficult topic to address as a fact finder. Comparable language from like employers was not introduced into the record, and it is likely that there is little comparability that can be relied upon given the individualistic management style inherent with every public employment entity. It is also true that in every public employment situation the union(s) develop their own view of what subjects they consider to be solely management's prerogative. In addition, customs and practice of every public employer vary greatly and impact the exercise of management rights. The expression of what rights an employer has are listed in the Ohio Revised Code as pointed out by the Union; however, it does not necessarily follow that each public employer must conform to this articulation of its rights.

The history of bargaining between the parties with the previous Union, AFSCME, reveals that the parties negotiated and lived under a different expression of management rights from that which is asserted in ORC 4117. There was no evidence presented by the

Union to indicate that the Management Rights clause has been a problem. The Union always retains the right to negotiate language that will abridge or modify the rights of the Employer as provided for in Section 2 of Article 5. This current configuration of management rights and the ability for the Union to limit them in the Agreement has historical bargaining roots that have served the parties in the past. I find no facts or evidence that compel me to recommend any change in this provision.

Recommendation

Maintain current language

ISSUE 2 Article 10 DUES DEDUCTION

Union's position

The Union proposes a fair share fee that is identical to the language in the Deputy's collective bargaining agreement, SEE UPS

Employer's position

The Employer proposes language agreed to by other Lake County bargaining units who have obtained fair share, SEE EPS, ISSUE # 2

Discussion

Fair share fees are very common collective bargaining provisions in the Ohio public sector. However, it is not uncommon for them to appear in an agreement

sometime after the parties have become accustomed to an organized employee-employer relationship. Such is not the case with this unit of employees.

In fact finding the Employer is asking for the bargaining unit to have less financial security than it has negotiated in the past. The basis for this position is that other Lake County employees have agreed to clauses requiring the earning of a fair share fee. If this were the first time the members of the bargaining unit were unionized and had engaged in collective bargaining, the Employer's position would have more of a basis. A review of Article 10 DUES DEDUCTION in the current agreement reveals that in Section 5 of this article the parties (under AFSCME representation) had previously agreed to language that is now being proposed by the OPBA. It is obvious that the Employer has been accustomed to collecting a fair share fee, and the employees of the Department who had not joined the union in the past are familiar with paying a fair share fee. In addition, the Employer has already granted the same fair share language to the Deputy's bargaining unit that is represented by the OPBA.

Why should a bargaining unit of employees who have bargained a fair share fee under a previous union for years have to regain such a provision with a new bargaining agent? It is improbable that the Employer would have seriously entertained proposing (let alone securing) the same language had the bargaining unit retained the same bargaining agent (AFSCME) that it had in the past. The contest to see who should prevail as bargaining agent was settled in May of 1999 in a SERB authorized election. I find the Employer's position to be regressive and unsupported by the facts. On the contrary, what the Union is asking for is, in essence, current language.

Recommendation

Substitute the current Article 10 DUES DEDUCTION with the language that appears in Article 9 of Employer Exhibit 6. See **APPENDIX A** for the exact language being recommended.

ISSUE 3 Article 12 DISCIPLINARY ACTION

Union's position

The Union is seeking to be able to grieve all forms of discipline and to place a new schedule on the length of time discipline remains in an employee's record, SEE UPS.

Employer's position

The Employer proposes current language, SEE EPS.

Discussion

Section 3; paragraph 1 and 2 (the right to grieve...)

I find the position of the Union to be persuasive on the basis of what exists in current language. Both parties in Section 1 of current Article 12 DISCIPLINARY ACTION, have agreed that *"Disciplinary action may be imposed upon an employee for just cause and may include any of the following:*

1. *Cautionary Warning*
2. *Written Reprimand*
3. *Suspension*

4. Discharge

The parties have agreed that all forms of discipline must meet a "just cause" standard. An essential part of meeting such a standard is for an employee to have an opportunity to explain his/her actions by way of a formal review of the Employer's actions. I find the current language contained in Section 3 of the Agreement does not afford an employee an opportunity to explain his/her "side of the story." The filing of a letter of rebuttal, while affording some employees redress, is not an adequate substitute for a face to face dialogue with a supervisor. Many employees are not adept at effectively articulating their point of view in writing.

The Employer's position is understandable from the standpoint of efficiency, particularly when the discipline is of a minor nature. However, the Union's position in this matter gains acceptance when the issue of progression is taken into consideration. The parties have committed themselves to the concept of progression as is stated in the third paragraph of Section 1. It states in pertinent part, *"Normally, the Employer shall follow the tenants of progressive discipline...."* Progressive discipline incorporates the underlining principle of correction and not punishment.

If an employee is denied an opportunity to file a grievance to step 2 (as proposed by the Union) it is possible to be punished twice (or possibly more than twice) in progression without recourse to some form of review and discussion. This outcome appears contrary to the intent and spirit of the just cause standard and to the assumed intent of correcting an employee's behavior. It is also noted that if employees have an option of grieving progressive discipline they may benefit from a constructive dialogue (and leadership influence) with their supervisor and upper supervision (and their union

representative) and may find a way to avoid repetition of the same error. The impact and value of a due process dialogue on both employees and management cannot be underestimated in a society where effective communication is valued.

This type of provision does not readily lend itself to comparability. The principle of just cause that the parties have agreed to becomes a more important factor in making a recommendation. In contrast to the above, the Union's argument regarding changing the time discipline stays on an employee's record is not supported by internal comparable data. For example, the Deputy's bargaining unit, the unit most closely akin to the Correction Officers, has a longer schedule that extends to seven (7) years.

Recommendation

Maintain current language except for the following:

Current Section 3, paragraph 1 and 2 shall be replaced with the following:

> A letter of rebuttal for any **cautionary reprimands** may be placed In the employee's personnel file, and is not subject to the grievance procedure, except those incidents may be reviewed, if led to a suspension or greater action. Employer shall provide a written receipt of rebuttal.
>
> An employee shall have the right to grieve **written reprimands** through Step 2 of the Grievance Procedure. Employees who are **suspended or discharged** by the Employer for just cause in accordance with this Article may appeal such discipline through the grievance procedure set out in the Agreement. Such grievances shall be submitted directly to Step 2.

ISSUE 4 ARTICLE 13 SICK LEAVE

Employer's position

Add new first paragraph to Section 3 regarding the ability of the Employer to investigate suspicion of an employee feigning an illness, SEE EPS

Union's position

Opposed to Employer's investigation language. Union also wants to replace Section 3 paragraph 2 of current language, SEE UPS.

Discussion

Management's proposed changes

The Employer's proposal is not unheard of in the realm of public sector bargaining in Ohio; however, it does not represent a popular practice among public or private sector employees. The Employer made an effective argument for its position, but it was unable to offer any external comparable data in support of its need for such language. However, the Employer was able to provide persuasive internal comparables in support of its position.

The following contracts contain the same language the Employer is proposing: Deputy's (OPBA), Dispatcher's (OPBA), Cooks and Clerical bargaining unit, and the Sergeants and Lieutenants, all contain the same language that the Employer is proposing. This language allows the Employer to conduct an investigation of suspected sick leave misuse (See E 6 through 9).

The data offered by the Employer regarding average sick leave use is significant. The bargaining unit averaged 9.18 days in 1997 and 8.86 days in 1998. These figures far exceed the 1998 average use of 4.9 days for the other OPBA unit, Road Deputies. The

closest group of employees in sick leave use is the clerical group. They averaged 8 days in 1998. The corrections unit still exceeded this group by 9/10ths of a day on average. The Employer's proposal is clearly grounded in reality. It is also a matter of fact that many of the Employer's other organized groups of employees, who in some cases had a substantially lower use of sick leave, have agreed to provide the Employer with an investigative tool to deal with sick leave abuse on an individual basis. Unions often make the persuasive argument that the employer should target sick leave abusers as opposed to punishing the entire bargaining unit. The Employer in its proposal is seeking greater latitude to exercise this approach.

Union's proposed change

The change being sought by the Union deals with the intent of current language that exists in second paragraph of Section 3. The current language reads as follows:

> *"After four (4) consecutive working days of illness, a physician's statement will be required. After four (4) undocumented occurrences, a physician's certificate may be required. An occurrence shall be defined as the period of time an employee is off from the start to the return."*

The above-identified language appears in the Deputy's contract as well as in other contracts with the Employer. The fact that it exists does not diminish the importance of the Union's proposal. The Union is seeking to clarify what is ambiguous language. The second paragraph of Section 3 is absent a timeframe. The condition that after four (4) undocumented occurrences a physician's statement may be required is clear. The question of how long an employee is under this requirement is not readily apparent from the language.

The Union's solution of establishing a period of time is to add the words *within a calendar year* to the end of the second sentence of the current language identified above. The problem with this solution is that undocumented occurrences of sick leave are not predictable. An employee could incur four (4) undocumented occurrences in November that would result in possibly having to submit a physician's statement until the end of the year. Another employee could incur four (4) undocumented occurrences in January and have eleven (11) more months under the physician's certificate requirement. The Union's solution, which ties this requirement to a fixed period, has a disparate impact.

The Employer is proposing a period of time that runs twelve (12) months from the anniversary of the last or fourth incident. This proposal is more in line with the common design for these types of clauses in the public sector. It establishes a twelve (12) month period for each employee based upon the timing of the occurrences of sick leave. The method places the same requirement on all employees regardless of when they experience their fourth occurrence of sick leave in less than twelve months.

The problem I have with the Employer's proposal is in the tracking of this requirement. If an employee has four (4) undocumented occurrences of sick leave, he or she has a twelve (12) month requirement to submit physician's statements. What happens if during this twelve (12) month period the employee has another four undocumented occurrences of sick leave for which the Employer does <u>not</u> ask for a physician's certificate? Does the employee now have two 12 months periods of time to track?

Another derivation of these types of requirements is to have an employee under the physician documentation requirement as long as he/she has four undocumented occurrences of sick leave within a continuous or revolving twelve-month period. A

review of the exhibits reveals that the Employer and the OPBA have agreed to define the twelve-month period in such a manner. The Dispatcher's contract includes the phrase *"in a rotating year"* which helps clarify the parties' intent (E 8). The fact that the OPBA and the Employer agreed upon this language for another unit of employees supports the following recommendation of this Fact finder.

Recommendation

The first paragraph in Section 1 of Article 13 shall read as follows:

When the Employer has a reasonable belief that the employee is feigning illness or Injury, they shall have the right to investigate during reasonable hours by visiting the employee's home. If the employee is not home, he/she must be at a doctor's office or pharmacy or other excused location.

The second paragraph of Section 3 shall read as follows:

After four (4) continuous working days of illness, a physician's statement will be required. After four (4) undocumented occurrences in a rotating year, a physician's certificate may be required. An occurrence shall be defined as the period of time an employee is off from the start to the return.

ISSUE 5 Article 14 HOLIDAYS

Employer's position

The Employer opposes the Union's proposal and proposes to delete current language regarding the adding of holidays, SEE EPS.

Union's position

The Union opposes the Employer's proposal and seeks to have employees compensated for working certain holidays, SEE UPS.

Discussion

A review of the other contracts placed into evidence reveals that the other bargaining units in the Sheriff's department already have negotiated what is being sought by the Union (E 6 through 9). What the Union is seeking is not only supported by internal comparables but is a well-established principle in organized work settings. The payment of overtime for working holidays, in particular major holidays, is a common practice in both the private and public sector.

It is also evident from a review of the internal comparable data that none of the other bargaining units in the Sheriff's department have language that allows them to gain holidays by virtue of actions taken by the President of the United States or the Governor of Ohio.

Recommendation

A new Section 2 shall be added to the Agreement to read as follows:

Section 2

Any employee who works on Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and /or Christmas Day between the hours of 12:01 a.m. and midnight, shall be compensated for such hours worked at time and one-half (1.5) exclusive of any other overtime benefit provided in this Agreement. This provision shall not result in pyramiding overtime.

All other sections of the current Agreement shall be renumbered.

The language *"Any day appointed and recommended by the Governor or the President of the United States"* that appears in Section 1 of the Agreement shall be deleted

ISSUE 6 ARTICLE 15 VACATIONS

Union's position

The Union proposes language to improve the vacation schedule, SEE UPS.

Employer's position

The Employer would consider the Union's proposed change if the Union would agree to a cap placed on the accumulation of compensatory time earned or used in a year, SEE EPS.

Discussion

What the Employer is willing to accept is what the other bargaining units have already accepted. It appears from the evidence that these bargaining units accepted the "quid pro quo" exchange that the Employer is proposing. The evidence and testimony provided at the hearing strongly establish the fact that the Union opposes the capping of compensation time. The Union's Advocate convincingly conveyed the bargaining unit's vigorous opposition to capping compensation time.

The practice among the internal comparables regarding vacation time and compensatory time is mixed. The Dispatcher's bargaining unit and the Cooks/Clerks bargaining unit have negotiated the improved vacation schedule that is being sought by the Union (E 8,9). The Dispatcher's unit does not have the cap placed on the accumulation of compensatory time being sought by the Employer. (See p.47 of the E 8,

Dispatcher's Agreement). The Cooks and Clerks unit has agreed to the thirty-two (32) hour cap (See p. 41 of E 9). The Sergeant's/Lieutenant's unit and the Deputies unit did not negotiate the improved vacation schedule and did not agree to a cap on compensatory time (E 6. 7). The Deputized Sergeants and the Court Sergeants did agree to this exchange (E 5).

There is no sound basis to assume that a quid pro quo trade of an improved vacation schedule for a cap on compensation time is acceptable to the Correction Officers unit. It fact the opposite appears to be true. Correction Officers value compensation time differently than their fellow employees in other bargaining units. Therefore, there is no reasonable basis for a "horse trade" on this issue.

Recommendation

Maintain current language

ISSUE 7 Article 16 SENIORITY PAYMENT

Employer's position

The Employer opposes the Union's proposal to increase the payment, SEE EPS.

Union's position

The Union seeks to increase the amount of payment equal to that paid to Deputies, SEE UPS.

Discussion

The Employer's opposition in this matter is based upon the overall economic demands of the Union. It is clear from the evidence that the Employer has agreed to provide its other Unions with the same Seniority Payment schedule the Union is seeking in its proposal (E 6,7,8,9). I find no plausible reason to recommend a longevity schedule that values the years of service of a Corrections Officer any differently than other employees in the Department.

Recommendation

The follow Seniority Payment schedule is recommended:

Section 1

A payment for seniority shall be made in the first pay period in December each year based upon 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.

	Payment Once a Year
Years of Service	1999 and Thereafter
1	None
2	None
3	None
4	None
5	None

6	None
7	None
8	475
9	475
10	475
11	700
12	700
13	700
14	700
15	700
16	900
17	900
18	900
19	900
20	900
21	1025
22	1025
23	1025
24	1025
25	1025
26 and over	1175

Section 2

All employees hired prior to May 30, 1996 will be eligible to receive longevity in the year they complete six (6) years at $425.00 until eighth ($8^{th}$) year, at which time said new schedule shall be applicable.

Section 3

Applicable pension deductions and contributions shall be made as Determined by PERS.

ISSUE 8 Article 17 WAGES

Employer's position

The Employer proposes general increases of 3%, SEE EPS.

Union's position

The Union proposes a new wage schedule that coincides with their position on Issue 11 Duration, SEE EPS.

Discussion

The thrust of the Union's argument in this case is that the Correction Officers are not among the highest paid correctional officers among the surrounding counties in northeast Ohio. This is in contrast to the Deputies and Dispatchers who fare far better in ranking to their colleagues in other northeastern Ohio jurisdictions. Comparisons in Union Exhibits 1, 2 and 3 demonstrate that the Deputies and Dispatchers in Lake County are among the highest paid among like employees in Geauga, Cuyahoga, Portage, and Ashtabula County. In contrast, the Corrections Bargaining Unit employees are a little above average in pay when compared to these same jurisdictions, but they do not lead the pack.

On the basis of external equity the Union's position is not persuasive due to the fact that the wage rates in comparable counties are variable. The data reveals that over time the relative position of Lake County Correction Officers changes in relationship to comparable counties (U 2,3). In 1998, for example, the start rate for Lake County Correction Officers was $25, 451 as opposed to Portage County Officers who made $26,024. The position of these two counties changes at year 10 when Lake County Correction Officers are making $31,178 and Portage County Officers are making

$30,998. In Cuyahoga County the 1998 start rate for Correction Officers is $20, 214, over $5,000 less than that which was made by Lake County Corrections Officers. At year 10 Cuyahoga County Officers closed this gap to a difference of $432. By the same token, starting Deputies in Lake County were paid almost $9,000 more than starting Deputies in Geauga County. However, a 10 year Deputy in Geauga County made $598 more than his/her Lake County colleague.

It is clear that pay rates for Deputies and Correction Officers vary among counties depending on what step employees are on various salary schedules. The Union's argument that the Employer should play Correction Officers the highest wages in northeast Ohio, similar to Lake County Deputies, is without an adequate basis. Unions representing police units present persuasive arguments regarding the relative distance between ranks. For example sergeants generally are __% above patrolmen and Lieutenants are historically and comparably ___% above sergeants. Historical positioning (relative to other external comparable units) of pay for a particular bargaining unit can be an important factor in bargaining. However, I find there is no equal basis to argue that an employer must disturb the historical relative positioning of one unit of employees because another unit of employees has enjoyed a better pay in comparison to other external like bargaining units.

What the Employer provided for the other bargaining units was a 3.75 % the 1st year, a 3.5% the second year, and a 3.5% the third year. This is a competitive wage increase when viewed in the context SERB data on wages (E 10). It is also competitive when compared to the 1999, year to date, Consumer Price Index of 2.8%. However, in

order for the Correction Officers to maintain their relative pay difference, with the Deputy's unit, it is necessary that they receive a like increase in pay.

Recommendation

The following increases in wages in recommended:

Effective March 28, 1999:	3.75%
Effective April 1, 2000	3.50%
Effective April 1, 2001	3.50%

The formula contained in Employer's position statement (Issue #8) is to be used to execute the payment of wages.

ISSUE 9 Article 25 OVERTIME

Union's position

The Union proposes to modify this provision with the inclusion of a sentence regarding the approval of compensatory time, SEE UPS.

Employer's position

The Employer rejects the Union's proposal and proposes the elimination of sick leave in the calculation of overtime once an employee has reached four (4) occurrences, SEE EPS. The Employer also tied Issue 9 to Issue 6. It was willing to grant the new vacation schedule the Union was seeking if the Union would be willing to cap the annual amount of compensatory leave to thirty-two (32) hours.

Discussion

The issue of capping the annual amount of compensatory hours is moot given the previous recommendation of the Fact-finder to maintain the current vacation schedule. The second issue deals with the Union's desire to guarantee that once compensatory time is approved it cannot be denied. In Section 6 of Article 25, it states:]

> *"Compensatory time off shall be scheduled in a manner to meet the efficient operation and in accordance with established policy governing days off and shall not be scheduled in a manner that creates overtime."*

From the meaning of this language it can be reasonably inferred that the Employer would only deny the use of approved compensatory time for reasons that would impede the efficient operation of the Department or would create overtime. The Union or a bargaining unit member has recourse to file a grievance if it is felt that a bargaining unit member was denied the use of approved compensation time for reasons that are not contained in Section 6.

The Employer's proposal to remove sick leave from the calculation of overtime was agreed upon by the other bargaining units in various forms. The Dispatchers agreed to not count sick leave after five (5) occurrences (E 6). The Deputies and Sergeants/Lieutenants agreed to a threshold of four (4) occurrences of sick leave. The Employer's position is not unusual. There are many public sector jurisdictions that do not count any sick leave in the calculation of hours worked for purposes of computing overtime. And, it is apparent that the Union and the Employer have agreed to this type of restriction in two bargaining units in the Department, i.e., the Dispatchers and the Deputies. The Employer's position is also consistent with its approach on addressing individual abusers of sick leave.

Recommendation

Maintain Current language, except for the following addition to Section 3 of this Article:

Add the following paragraph to Section 3:

> After four (4) occurrences of sick leave use excluding bereavement, personal, or injury on duty, sick leave will not be counted as time worked for purposes of determining overtime. After four (4) occurrences in a contract year, employees will be entitled to overtime (or comp time) for hours worked in excess of forty (40) hours per week, excluding sick leave. In addition to bereavement, personal, or sick leave used as injury on duty, hours paid as holidays, vacations, or compensatory time shall be considered hours worked for purposes of determining overtime. An occurrence is any continuous period of time off.

All other language of the Article shall remain current.

ISSUE 10 Article 32 SPECIALIZED TRAINING AND SKILLS PAYMENT

Union's position

The Union proposes increases in the schedule, SEE UPS.

Employer's position

The Employer opposes the Union's position based upon the Union's overall economic package, SEE EPS.

Discussion

The Union is seeking to add $100 to each of the categories of specialized training contained in Article 32. All of the other bargaining units are currently paid for most of these skills at rates that exist in the current Agreement. It is noted that in the Deputy's contract and the Dispatcher's new contract the rates are the same as what exists in the current Correction Officer's Agreement. There was no evidence presented that indicates that the demands placed upon the Correctional Officer's unit are significantly different than those placed upon other units who are paid for the same specialized skills.

Recommendation

Maintain current language, See JX 1.

ISSUE 11 Article 35 TERM OF THE AGREEMENT

Employer's position

The Employer desires to maintain the status quo, SEE EPS.

Union's position

The Union proposes to change the end of the Agreement to December 31 from its historical ending date of March 31st, SEE UPS.

Discussion

The history of bargaining with the Correctional Officers and with the other bargaining units supports the Employer's position in this matter. All of the units, including the Dispatchers and Deputies represented by OPBA, have a contract ending date of March 31st. Pattern bargaining is an important principle for an employer with multiple bargaining units. It helps to maintain a stable and predictable labor relation's climate. Pattern bargaining also allows the parties to negotiate benefits in an orderly fashion. The history of bargaining in both the private and public sector has favored patterned bargaining. It is practiced by both unions and employers in numerous employment settings from the manufacturing of autos to providing city services in large metropolitan areas. In Ohio it is not unusual for unions to coordinate their efforts in bargaining with a single employer in state government, school districts, cities, and counties.

It is apparent from the evidence that the Employer and its Unions have historically maintained parity in the provision of benefits such as longevity and holidays. In the non-benefit procedural areas of their contracts the Employer and its Unions have negotiated a great deal of identical language (E 6 through 9). A powerful force that is ever present in a multiple union setting is internal equity. Employees organized in separate bargaining units and, in particular, units represented by different unions are continually making comparisons with one another. In order to maintain stability it is important that negotiations follow a familiar path. The Union's arguments regarding "retro tagging" also applies to the Deputies unit, yet this unit settled for a March 31st ending date.

Recommendation

Maintain the current practice of ending contracts on March 31st.

TENTATIVE AGREEMENTS

All other issues tentatively agreed to prior to fact-finding are considered to be part of this report and are recommended to the parties.

The Fact-finder respectfully submits the above recommendations to the parties this 18th day of November 1999 in Summit County, Ohio.

Robert G. Stein, Fact-finder