

**STATE EMPLOYMENT RELATIONS BOARD
CONCILIATION REPORT**

August 1, 2002

2002-08-2 A 10:29

**TRUMBULL COUNTY, OHIO
SHERIFF**

Employer

-and-

**OHIO PATROLMEN'S BENEVOLENT
ASSOCIATION**

Union

CASE NO. 01-MED-07-0662

01-MED-07-0661

01-MED-07-0660 ✓

Appearances:

For the Employer:

Jack L. Petronelli
Robert L. Davis, SR.
Ernie Cook
James Keating
Thomas L. Altire
Michael J. O'Brien

Employer Representative
Major
Chief Deputy
Director of Human Resources
Sheriff
Commissioner

For the Union:

S. Randall Weltman
Jeff Orr
Gary L. Galida
Peter J. Pitzulo

Union Representative
OPBA Director
OPBA Director
OPBA Director

Conciliator:

JOSEPH W. GARDNER, Reg. No. 0033400
4280 Boardman Canfield Road
Canfield, OH 44406
Phone: 330-533-1118
Fax: 330-533-1025

Introduction

On or about February 06, 2002, this conciliator was appointed in the above captioned case. The undersigned telephoned the offices of both parties and sent out to both parties available times. The representatives agreed to the hearing date of July 02, 2002 at 10:00 AM at the Trumbull County Administration Building in Warren, OH.

Prior to the conciliation hearing, both parties timely submitted position statements. On July 02, 2002, the parties met for the conciliation hearing. Prior to the hearing, both parties requested mediation. Extensive mediation took place where the parties introduced all evidence that each party had on each issue. Each party's position was communicated to the other party and each party reviewed all the evidence of the other party. Substantial movement was made by each party on the outstanding issues.

The conciliation hearing was opened. The parties introduced evidence of their positions to support their position statements. Each party there agreed that any and all information obtained or presented in mediation must be considered by the conciliator as evidence in the conciliation hearing. Arguments were made by each party. The parties each proposed and stipulated to final language to be considered on all open issues.

The parties requested that the conciliation hearing be kept open until the parties presented to the undersigned language regarding health insurance. The undersigned kept the conciliation hearing open until July 11, 2002 and gave the parties the opportunity to submit language for health insurance.

On July 11, 2002, the undersigned received the proposed language regarding

health care insurance. On that date, July 11, 2002, the conciliation hearing was closed.

Discussion

At conciliation the parties presented the following fourteen (14) issues:

1. Probationary Periods
2. Discipline
3. Hours of Work/Overtime
4. Work Schedule
5. Vacation
6. Sick Leave
7. Hospitalization and Insurance
8. Clothing Allowance
9. Compensation
10. Detective Differential
11. Pension
12. Injury Leave
13. Longevity
14. Tuition Reimbursement

All factors set forth in Ohio Revised Code 4117.14 have been renewed:

“(a) Past collectively bargained agreements, if any, between the parties;”

The conciliator reviewed the previous contract between the parties that expired on September 30, 2001. The parties have a significant contractual history regarding all the expected rising costs of hospitalization premiums. The Employer has painted a gloomy picture for the financial future. The Union has presented evidence that the defense of inability to pay is based upon speculation and that this defense always seems to surface at the time of contract negotiations.

During mediation and during conciliation, the parties suggested and agreed to work together regarding cost containment of health insurance premiums. The parties jointly proposed contract language regarding an advisory committee which has been adopted by the conciliator. This first step in addressing cost containment can only work if both parties implement a plan to solve the problem; participate on a day to day basis in implementing the plan; review the results of the plan; and make periodic changes in the plan to reduce the costs of hospitalization while maintaining excellent service.

“(b) Comparison of the issues submitted to final offer settlement relative to the employees in the bargaining unit involved with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to be the area and classification involved;”

The parties submitted comparisons on wages and upon the sharing of the cost of hospitalization insurance. The conciliator finds that the bargaining unit members are among the busiest yet lowest paid law-enforcement offices when compared to those in similar situations. The conciliator further finds that the Mahoning Valley public

employers, in similar situations, do not require employees to pay part of the hospitalization premiums. However, the conciliator further finds that there is a definite trend throughout this state to require employees to share in the payment of those premiums.

“(c) The interests 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;”

The Employer has asserted the defense of “inability to pay”. The Employer has asserted that there has been additional plant closings, thereby, shrinking the tax base. In addition, the Employer asserts that the cost of health insurance is increasing. Although those arguments are compelling, the undersigned does not find that there is an inability to pay, with the proposed language of both parties.

“(d) The lawful authority of the employer;”

The Sheriff is required to perform several state mandated duties which involve protecting human life including, but not limited to, administering the jail and law-enforcement throughout the county. The Sheriff also has duties, such as servicing the courts, which directly affects the administration of justice.

“(e) The stipulations of the parties;”

The parties have provided stipulated language on all issues. The conciliator has independently reviewed this language and finds that the language meets all of the criteria set forth in 4117.14 of the Revised Code.

“(f) Other factors;”

The conciliator has reviewed the fact-finding report and finds that it addressed the pertinent issues. Said report was compared with the dynamics of Trumbull County, its services and its employment history.

In addition to the above all exhibits and position statements were considered in light of the criteria set forth in O.R.C. 4117.14.

Conciliation Award

Based upon consideration of all above described information, arguments and evidence, the following language shall be incorporated into the contract language of the parties:

ISSUE NO. 1 -Probationary Periods

ARTICLE X

PROBATIONARY PERIODS

10.01 Every newly hired employee will be required to successfully complete a probationary period. The new hire probationary period for employees shall begin on the first day for which the employee received compensation from the Employer and shall be for a period of one (1) year.

10.02 The probationary period for all Employees promoted after the execution of this agreement from within the Department shall be one hundred eighty (180) days.

10.03 No newly hired employee shall file any grievance for discipline or discharge during the probationary period.

ISSUE NO. 2 -Discipline

ARTICLE XI

DISCIPLINE

11.01 No employee shall be reduced in pay, or position, suspended, discharged, or removed except for just cause. Further, no form of disciplinary action will be taken against any employee except for just cause.

11.02 The principles of progressive discipline described below shall normally be followed:

1. A verbal reprimand is the first level of discipline. This is an oral statement to an employee that certain behavior or job performance is unacceptable or unsatisfactory and if continued would subject him to further discipline. A memo of a verbal reprimand will not be considered nor shall it have force and effect for future disciplinary action after one (1) year if the same has not become a part of further progressive discipline.

2. A written reprimand is a written statement to an employee outlining his unacceptable or unsatisfactory behavior or job performance and noting that as a matter of discipline his activity is being documented for future use. Reprimands will not be considered nor shall it have force and effect for future disciplinary action after one (1) year, if the same has not become a part of further progressive discipline.

3. A suspension is a written statement to an employee outlining his unacceptable or unsatisfactory behavior or job performance and ordering him to suspend his work performance for a specified number of work days without pay.

4. A demotion is a determination that an employee's unacceptable or unsatisfactory behavior or job performance has rendered him incapable of assuming his existing job responsibilities. He may then be reduced in pay or reassigned to another job.

5. A discharge is a written notification to an employee outlining his unacceptable or unsatisfactory behavior or job performance and terminating the existing employment relationship.

11.03

A. Except in extreme instances wherein the employee is found guilty of gross misconduct, discipline will be applied in a corrective, progressive and uniform manner.

B. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline and the employee's record of performance and conduct.

11.04 A conviction of a felony shall constitute just cause for immediate discharge without recourse to the grievance and/or arbitration procedures contained in this agreement.

11.05 The Employer shall be barred from disciplining any employee, or in any way using an incident for the basis of subsequent discipline unless the Employer serves the employee with the disciplinary charges within sixty (60) days from the date that the incident giving rise to the disciplinary action is reported to the Employer and provided that the incident occurred less than one hundred twenty (120) days prior to serving the employee with the disciplinary charges.

11.06 All records of disciplinary actions except as provided in Sections 11.02 (1) and (2), cease to have force and effect two (2) years after the effective date of the disciplinary action and shall not be considered for any subsequent disciplinary action, providing the same has not become a part of further progressive discipline.

ISSUE NO. 3 -Hours of Work/Overtime

ARTICLE XVI

HOURS OF WORK/OVERTIME

16.01 A week shall be defined as seven (7) consecutive calendar days, commencing at 12:01 Sunday a.m. and ending 12:00 Saturday p.m.

16.02 A day shall be defined as full twenty-four (24) hour period and shall begin with the employee's starting time.

16.03 The overtime rate shall be calculated in compliance with the Fair Standard Labor Standards Act and shall include longevity and shift differential, if applicable.

16.04 The regular work week for full-time employees shall consist of forty (40) hours; five (5) days of eight (8) consecutive hours each.

A. Any actual work performed by full-time employees in excess of eight (8) hours in a day shall be compensated at one and one-half (1.5) times the employee's regular rate of compensation. Sick leave, leave of absences, absences due to workers' compensation disability, court time of less than three (3) hours, compensatory time off, and unworked holidays shall not be considered or construed as actual work performed.

B. Any actual work performed by full-time employees in excess of forty (40) hours in a work week shall be compensated at the rate of one and one-half (1.5) times the employee's regular rate of compensation.

16.05 The phrase "Actual Work Performed" or "Actual Worked", as used in this Article only, shall constitute only that time the employee is performing services or duties on behalf of the Employer. Sick leave, leave of absences, absences due to workers' compensation disability, court time of less than three (3) hours, compensatory time off, and unworked holidays shall not be construed or considered as actual work performed.

16.06 Employees in the bargaining shall not normally be scheduled to return to work within any workday with less than an eight (8) hour break between the end of their last shift and the commencement of a second work shift.

16.07 The Employer retains the right to schedule off on holidays or on the day reserved by other county offices those employees assigned to the Detective Bureau, Civil or Court Security Divisions, Secretaries, and Custodians. Rotating scheduled (shift) changes shall not be subject to the overtime provisions in this agreement.

16.08 All overtime work shall be compensated, at the employee's election, either at (a) the rate of one and one-half (1.5) times the employee's regular hourly rate or (b) compensatory time computed at the same rate, which may be accumulated to a maximum of two hundred forty (240) hours.

16.09 Employees who opt to bank comp-time shall be permitted to use banked comp-time with a twenty-four (24) hour advance notice to the Employer and subject to review by the officer in charge. At no time will compensatory time be approved if additional employees must be called out to cover a shift.

16.10 Payment for accumulated compensatory time shall be made upon termination of employment.

16.11 In the event of an employee's demise, any accrued compensatory time will be paid to the employee's spouse or designated beneficiary.

16.12 Mandatory overtime shall be permitted by the Employer on a rotating

basis based on reverse seniority (list would rotate starting with least senior employees). All employees who work mandatory overtime shall be paid two (2) times their regular hourly rate. Notwithstanding any other provision in this Agreement, the Sheriff, in his sole discretion, prior to ordering mandatory overtime, may utilize non-bargaining unit individuals to fill a shift that is determined by the Employer to be short of manpower.

ISSUE NO. 4 -Work Schedule

The following language shall be added to section 17.03:

17.03... Employees voluntarily changing shifts after their vacation request has been approved may have their vacation request reconsidered by the Employer.

ISSUE NO. 5 -Vacation

ARTICLE XXII

VACATION

22.01 Effective upon the date of execution of this contract, all employees after one (1) year of completed service with the Department shall be entitled to vacation with pay under the following schedule of consecutive service:

- A. One (1) year of service, but less than seven (7) years: eighty (80) hours of vacation.
- B. Seven (7) years of service, but less than thirteen (13) years: one hundred twenty (120) hours of vacation.
- C. Thirteen (13) years of service, but less than nineteen (19) years: one hundred sixty (160) hours of vacation.
- D. Nineteen (19) years of service, but less than twenty-five (25) years: two hundred (200) hours of vacation.
- E. Twenty-Five (25) years of service, or more: two hundred forty (240) hours of vacation.

ISSUE NO. 6 -Sick Leave

ARTICLE XXIV

SICK LEAVE

24.01 Employees shall earn sick leave at the rate of one hundred twenty (120) hours per year with no limitation on the number of sick hours earned that may be accumulated.

24.02 Sick leave shall be charged to any employee on the basis of actual time (hour by hour) absence due to illness. Any employee off sick more than three (3) consecutive scheduled working days shall be required to present a return to work form from a licensed doctor to a supervisor upon return to work. Failure to provide a requested return to work form upon the return to work shall constitute a forfeiture of the right to use sick leave for the absence. Untimely submissions are not acceptable.

24.03 Upon retirement, an employee shall, upon notifying the Employer in writing, be entitled to compensation in a lump sum for accumulated sick leave according to the following schedule:

- (a) Thirty percent (30%) of accumulated sick leave in excess of one (1) hour thru eight hundred (800) hours, plus
- (b) Forty percent (40%) of accumulated sick leave in excess of eight hundred and one (801) hours thru one thousand six hundred (1,600) hours, plus
- (c) Fifty percent (50%) of accumulated sick leave in excess of one thousand six hundred and one (1,601) hours thru two thousand four hundred (2,400) hours, plus
- (d) One hundred percent (100%) of accumulated hours in excess of two thousand four hundred and one (2,401) hours.

24.04 Sick leave shall be granted to an employee upon approval of the Employer and for the following reasons set forth in Subsections 1, 4, 5, and 6. Bereavement/Funeral Leave shall be granted to an employee upon approval of the Employer for the reasons set forth in Subsections 2 and 3.

1. Illness or injury of the employee or a member of his/her immediate family.
2. Death of a member of his/her immediate family, limited to a maximum of twenty-four (24) hours, however, if the funeral of said immediate family member is more than two hundred (200) miles away but less than four hundred (400) miles, said employee shall be entitled to eight (8) additional hours for a total of thirty-two (32) working hours. If the funeral of said family member is more than four hundred (400) miles away, said employee shall be entitled to sixteen (16) additional hours for a total of forty (40) working hours.

3. Death of a relative not a member of the immediate family is limited to eight (8) hours and shall only include aunt/uncle of 1st degree, cousins of the first degree, step child, step parent, brother-in-law and sister-in-law.
4. Medical, dental or optical examinations or treatment of employee or member of his immediate family, which requires the employee, and which cannot be scheduled during non-working hours.
5. If a member of the immediate family is afflicted with a contagious disease, or requires the care and attendance of the employee, or when through exposure to a contagious disease the presence of the employee at his job would jeopardize the health of others.
6. Pregnancy and/or childbirth and other conditions related hereto.

24.05 Definition of immediate family: parents, grandparents, brother, sister, father-in-law, mother-in-law, spouse, child, grandchild, or any family member residing in the employee's household.

24.06 Where sick leave is requested to care for a member of the immediate family, the Employer may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill family member.

24.07 The Employer may require an employee to take examination, conducted by a licensed physician, to determine the employee's physical or mental capabilities to perform the duties of the employee's position. The cost of such examination shall be paid by the Employer.

24.08 If the Employer determines, based upon all available medical evidence, that the employee is not qualified, the employee may be placed on Family Medical Leave pursuant to Article XXVI. Such determination, however, shall not be arbitrary or capricious.

24.09 If an employee has cause to use the bereavement/funeral leave, such leave shall not be deducted from sick leave or any other type of leave and the employee shall provide either a copy of the death certificate or the public notice published in a newspaper and submit the same by attaching it to the form for leave upon returning to work. Said leave shall be taken for the purpose of attending the wake, the funeral and other services as well as performing other obligations occurring as a result of the death. Failure to provide the aforesaid written statement immediately upon return to work shall constitute a forfeiture of any right to use funeral leave. Untimely submissions are not acceptable.

24.10 Any abuse patterned use of sick leave shall be just and sufficient cause for disciplinary action, notwithstanding any other provision of this Agreement.

24.11 A. Use of sick leave, other than injury leave or leave utilized pursuant to FMLA, on four (4) or more occasions in any 12 month period, shall subject the employee to disciplinary action according to the following schedule:

| | |
|-----------------|--|
| Four (4) times | written caution letter |
| Five (5) times | one (1) day suspension |
| Six (6) times | ten (10) day suspension |
| Seven (7) times | employer can implement discipline that seems appropriate |

B. An "occasion" for purposes of this Section shall mean an individual utilization of sick leave regardless of the number of hours involved (e.g., one (1) hour, one (1) day or five (5) consecutive work days would all be one (1) occasion of sick leave). Any time an employee reports back to work and begins working ends an occasion of sick leave. However, the first two (2) utilizations of sick for doctor appointments scheduled at least twenty-four (24) hours in advance and provided the employee take no other sick day in conjunction with the doctors appointment, in any twelve (12) month period shall not be deemed an occasion, provided the employee returns to work with a physician signed form prepared by the Employer.

C. Written cautions under this Section are not subject to the grievance procedure with one (1) exception of the appropriate of the grid (i.e., miscounting occasions to determine the appropriate level of discipline). In such cases a grievance may be processed through Step 2.

D. Discipline involving a suspension under this Section are grievable only through Step 2, except grievances where the sole issue involves the determinations listed in paragraph E below.

E. Discipline may be waived upon a showing of error in the application of this provision or satisfactory evidence that the occasion was a result of a bona fide, unpredictable or recurring medical condition necessitating the employee's absence and the employee submits medical documentation substantiating the same. The employee shall provide the Employer's physician verification form required upon the first day of return to work. Failure to provide the required form on the first day of return to work shall result in subsequent absences as being treated as a separate occasion.

24.12 For each calendar third (i.e., January 1st thru April 30th, May 1st thru August 31st, and September 1st thru December 31st) that an employee does not utilize sick leave, one of the personal days provided in Article XXIII shall not be credited against the employee's accumulated sick leave.

24.13 Conversion of Sick Leave and Vacation

A. In lieu of a portion of the maximum severance pay allowance in Section 24.03 of this Agreement, employees who have a minimum of twenty two

(22) years of service credit with PERS-LE; who have attained forty-five (45) years of age, or who may otherwise qualify for retirement under the rules of PERS-LE, may request to convert the sick leave and vacation

leave hours earned in each year of the three (3) years prior to retirement to paid wages.

- B. Conversion of such leave shall be limited to a maximum of one hundred twenty (120) hours of sick leave per year and a maximum of two hundred forty (240) hours of vacation leave per year.
- C. Sick leave hours converted in this manner shall be deducted on an hour for hour basis from the total number of severance hours outlined in Section A above.
- D. Employees wishing to participate in this conversion shall submit a letter of intent to the Employer with the date of retirement confirmed and the date they wish the benefit to begin. The date to begin shall be the beginning of a pay period and a year shall include twenty-six (26) pay periods. Such letter of intent shall not be considered irrevocable, but in no circumstance may the employee participate in this conversion program more than once during the duration of employment.
- E. Employees may elect to convert only one (1) or two (2) years of accumulation in the same manner.

The converted amounts shall be paid to the employee during each pay period of participation and the rate of compensation shall be at the employee's then current hourly rate of pay.

ISSUE NO. 7-Hospitalization and Insurance

ARTICLE XXVIII

HEALTH INSURANCE/HOSPITALIZATION

28.01 **Health Insurance Fringes.** The Employer shall continue to pay of the full cost of all hospitalization vision care program, drug prescription plan, dental care plan for all employees during the term of this contract at the level of benefits presently in effect or greater expect for the following changes:

- A. Annual "up-front" deductions shall be \$200.00 single subscribers and \$400.00 family subscribers.

- B. The Annual "maximum out of pocket" expense for each employee shall be \$600.00 for single subscribers and \$1200.00 for family subscribers.
- C. Hospitalization and Physician Network (Preferred Provider Organization [PPO]) to include 80%/20% coinsurance with maximum annual "out of pocket" expense to be \$600.00 for single subscribers and \$1200.00 for family subscribers. Implementation of any PPO must include the ability for enrollment of new physicians.
- D. Prescription Drug co-pay of \$5.00 per prescription if generic purchase, \$15.00 per non-generic prescription within formulary and \$30.00 for any prescription purchased outside of the formulary. Prescription co-pays shall not be applied to annual out-of-pocket maximums or deductibles.
- E. Fifteen Dollars (\$15.00) office visit co-payment including Wellness and Preventive Care Programs (e.g. physical examinations, smoking cessation, etc.), office co-payments will not be applied toward the annual deductibles listed in A above but will be applied toward the annual "out of pocket" maximums listed in C above.
- F. Schedule of Benefits/Maintenance of Standards. To as great an extent as possible, the level of benefits shall remain as per the current plan design. The Employer shall maintain the schedule of benefits at the same or substantially the same level for the duration of this Agreement. No substantial change in benefit levels shall occur without first meeting with the Union and in accordance with Section 28.02 of Article 28.
- G. Effective no earlier than January 1, 2003 the employee share of health care premium shall be ten percent (10%) of the total premium not to exceed sixty dollars (\$60.00) per month for family subscribers nor more than thirty dollars (\$30.00) per month for single subscribers.

Effective August 1, 2003 the employee share of health care premiums shall be ten percent (10%) of the total premium not to exceed eighty dollars (\$80.00) per month for family subscribers nor more than forty dollars (\$40.00) per month for single subscribers.

Effective August 1, 2004, the employee share of health care premiums shall be ten percent (10%) of the total premium.

The employee's share of the premiums shall be deducted from the employee's gross wage at one-half (1.5) of the total monthly amount due per bi-weekly pay period until the total monthly obligation is met.

- H. The deductibles and co-payments listed above shall not be increased for the duration of this Agreement, however this restriction shall not apply to any Health Maintenance Plan (HMO) as may be offered by the Employer.

The Employer shall make every effort to maintain current benefit and deductible levels for HMO participants within the constraints of the mandatory competitive bidding procedures, however the specifications for these bids while including all current and deductible levels shall not restrict or limit the bids to these levels.

28.02 Cost Containment and Advisory Committee. There shall be formed a Cost Containment and Advisory Committee (CCAC), whose function shall be to serve in an advisory capacity to the Employer on all matters pertaining to the Health Care and Wellness of Employees including, but not limited to:

- A. Reviewing and forwarding comment to the Employer on all competitive bids received for Health Care prior to the Employer's formal acceptance of such bids.
- B. Suggesting changes in coverages and plan design, but adhering to the language below.
- C. Reviewing Health Care costs and forwarding advice and ideas on containing same.

This Committee shall be composed of one (1) representative from each Trumbull County Union having members who are subscribers to any of the Health Plans and two (2) representatives selected by the Employer. No change in Plan Design (e.g., Co-Pays, Premium Share, Deductibles, Coverages, etc.) May be proposed by either the Union(s) or Employer unless renewal costs for all coverages change by at least 30%, plus or minus. Further, the Employer will be obligated to re-bid the Hospitalization Plans, even in the midst of the normal three (3) year Health Plan Contract, if total costs for the plans escalate by 20% or more from current costs. This shall not prohibit the Employer from soliciting bids at any time the Employer deems as appropriate.

Any dispute between the parties relative to this section shall be resolved in the following manner:

- A. Each party shall select one (1) representative to mediate the proposed plan design change, or other issues under this section.
- B. The two (2) representatives will mutually agree on a neutral third representative.
- C. The mediators will be given wide latitude in resolving issues under this section, and may:

1. Meet solely among themselves.
 2. Hold a formal hearing.
 3. Solicit exhibits and evidentiary materials
 4. Direct any witnesses to appear.
- D. The decision of the mediators shall be rendered within thirty (30) days from the appointment of the three-member panel with the decision binding on all subscribers under the plans.
- E. Any mandated change shall be implemented by the Employer and incorporated into the Plan or Plans on the first day of the next Plan year or via solicitation of competitive bids if more feasible.

28.03 Waiver of Coverage. During the enrollment period for the hospitalization plan of the employee and upon proof of alternative coverage, employees may elect to waive health care coverage provided by the Employer.

An employee who elects this option will receive a waiver payment of one hundred dollars (\$100.00) per month for waiver of family plan and \$50.00 per month for waiver of single coverage for each month of non-participation in the plan. In the event the employee loses the alternative coverage and upon proof of cancellation he/she shall be immediately enrolled loses the employer's normally provided health care plan. Other employees wishing to re-enroll in the normal health care plan shall only be permitted to do so during the annual enrollment period except in the case of coverage termination as outlined above.

In no case shall the provisions of this Section 3 apply to employees whose spouses participate in the same plan which is provided as a benefit of employment with any Trumbull County Agency or Department under the auspices of the Board of County Commissioners.

28.04 The Employer will provide and pay the full premium for all employees for a life insurance policy in the face value of thirty-five thousand dollars (\$35,000.00).

28.05 Newly hired employees will not be entitled to any insurance benefits in this article until after completion of the first ninety (90) work days of their probation.

ISSUE NO. 8-Clothing Allowance

ARTICLE XXXI

CLOTHING ALLOWANCE

Effective January 1, 2002, all non-probationary sworn employees with more than one (1) year's departmental service shall receive an annual clothing allowance in the amount of Eight Hundred Twenty-Five Dollars (\$825.00), increased by Twenty-Five Dollars (\$25.00) on October 1, 2002

(\$850.00) and on October 1, 2003 (\$875.00). The clothing allowance shall be maintained in a separate account and shall be disbursed to the vendor upon the presentation of a purchase order,

except that civilian clothing and any other item approved by the Employer in advance may be disbursed to the employee.

ISSUE NO. 9-Compensation

ARTICLE XXXII

COMPENSATION

32.01 Effective October 1, 2001, the wage scale shall be increased by five percent (5%) and employees shall be compensated as follows:

[Actual Wage Scale-to be prepared by the parties]

32.02 Effective October 1, 2002, the wage scale shall be increased by three percent (3%) and employees shall be compensated as follows:

[Actual Wage Scale-to be prepared by the parties]

32.03 Effective October 1, 2003, the wage scale shall be increased by three percent (3%) and employees shall be compensated as follows:

[Actual Wage Scale-to be prepared by the parties]

ISSUE NO. 10-Detective Differential

Effective October 1, 2001, any employee assigned to the position of Detective shall receive a "Detective Differential" in the amount of One Hundred Dollars (\$100.00) per month.

ISSUE NO. 11-Pension

ARTICLE XXXV

PENSION

35.02 The Employer shall pay an amount equal to six percent (6%) of the employee's gross wage, each pay period to the appropriate state pension system. This amount shall be increased on October 1, 2002 to eight and half percent (8.5%).

ISSUE NO. 12-Injury Leave

ARTICLE XXXVI

INJURY LEAVE

36.01 In the event an employee suffers a service connected injury while in the active discharge of duty, the employee shall receive his full pay not to exceed one hundred twenty (120) calendar days from the injury date provided the employee files for worker's compensation benefits. If an employee's claim is not filed or disallowed by the Bureau of Worker's Compensation and/or Ohio Industrial Commission, then the employer is entitled to reimbursement by that employee.

The time an employee is required to be absent from active duty due to a work incurred injury shall not be deducted from his or her accumulated sick leave time, unless the claim is disallowed or the employee fails to file a claim for temporary total disability payments. If the application for benefits is approved by the Bureau of Workers' Compensation, the dollar amount of Workers' Compensation benefits received during such period of disability in compensation for loss of wages shall be turned over to the Trumbull County Sheriff's Department Payroll Account as a reimbursement.

36.02 This Article shall only apply if the Employer continues to participate in the State of Ohio Bureau of Workers' Compensation fund.

36.03 At any time the Employer shall have the right to require the employee to have a physical exam by a physician that the employee is unable to work due to the injury as a condition precedent to the employee receiving any benefits under this Article. The designated physician's opinion shall govern whether the employee is actually disabled or not, but shall not govern whether the injury was duty related.

36.04 Any employee on injury leave shall not earn sick leave during this leave period, nor shall they be entitled to any holiday pay for any holidays falling within this leave, also, this leave shall not be used in computing time for vacation, nor shall the employee be entitled to or earn any other benefits provided in this Agreement. However, an employee be entitled to or earn seniority, provided the duration of the injury leave is less than one (1) year.

ISSUE NO. 13-Longevity

ARTICLE XLIV

LONGEVITY

44.01 Effective October 1, 2001 all employees shall receive a longevity payment after five (5) full years of service at the rate of four dollars (\$4.00) per month for each full year of service.

44.02 Longevity payments shall be made in a lump sum on the basis of the

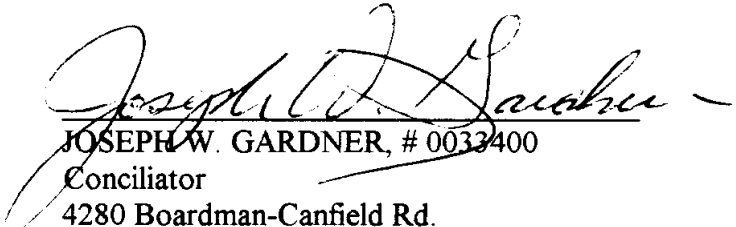
completion of a full year of service on December 1st of each year.

ISSUE NO. 14-Tuition Reimbursement

ARTICLE TUITION REIMBURSEMENT

.01 The Employer will provide tuition reimbursement for college accredited courses, including graduate level courses, related to the employee's job duties as approved by the Employer, taken by employees covered under this Agreement, provided that the following conditions apply:

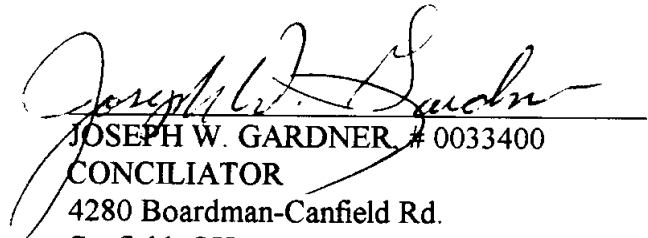
- A. The tuition of three (3) courses per quarter or semester will be reimbursed as follows:
 - (1) Upon obtaining a grade point average of 4.00 per quarter or semester up to a maximum of seventy-five percent (75%) of the total tuition.
 - (2) Upon obtaining a grade point average of 3.00 per quarter or semester up to a maximum of fifty percent (50%) of the total tuition.
 - (3) Upon obtaining a grade point average of 2.00 per quarter or semester up to a maximum of twenty-five percent (25%) of the total tuition.
- B. The employee must obtain a passing grade in each class in order to receive reimbursement and correspondence classes shall not be eligible for reimbursement.


JOSEPH W. GARDNER, # 0032400
Conciliator
4280 Boardman-Canfield Rd.
Canfield, OH 44406
Phone: (330) 533-1118
Fax: (330) 533-1025

CERTIFICATION

A copy of the foregoing Conciliation Report was forwarded to **JACK PETRONELLI, Employer Representative**, at 1700 North Pointe Tower, 1001 Lakeside Avenue, Cleveland, OH 44114; and **S. RANDALL WELTMAN, Employee Representative, Climaco, Lefkowitz, Peca, Wilcox & Garofoli, Co., L.P.A.** The Halley Building, Ninth Floor, 1228 Euclid Avenue, Cleveland, OH 44115, via Overnight, Certified Mail on the 01 day of August, 2002.

A copy of the foregoing Conciliation Report was forwarded to: **DALE A. ZIMMER, ADMINISTRATOR**, Bureau of Mediation, SERB, 65 East State Street, 12th Floor, Columbus, OH 43215-4213 via regular U.S. mail on the 01 day of August, 2002.


JOSEPH W. GARDNER # 0033400
CONCILIATOR
4280 Boardman-Canfield Rd.
Canfield, OH 44406
Phone: 330-533-1118
Fax: 330-533-1025