



# FACT FINDERS REPORT

STATE EMPLOYMENT  
RELATIONS BOARD

2005 APR 26 A 11: 17

IN THE MATTER OF:

Teamsters Local Union No. 637  
and  
The Licking County Sheriff

Case Numbers:  
2004-MED-09-0862 ✓  
2004-MED-09-2865  
2004-MED-09-0866

Before Fact Finder  
N. Eugene Brundige

PRESENTED TO:

Dale A. Zimmer, Administrator  
Bureau of Mediation  
State Employment Relations Board  
65 East State Street, 12<sup>th</sup>. Floor  
Columbus, Ohio 43215-4213

And

Susan D. Jansen, Attorney and Advocate  
Doll, Jansen & Ford  
For Teamsters Local Union No. 637  
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And

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Fact Finder N. Eugene Brundige was selected by the parties and appointed by The State Employment Relations Board in compliance with Ohio Revised Code Section 4117.14 ©(3).

The parties met on February 22, 2005 for mediation. During that time several items were discussed and agreed to. The parties timely filed the required pre-hearing briefs.

The Fact Finding Hearing was held on February 25, 2005.

In their pre-hearing filings and after further mediation the parties identified the following issues, and/or contract provisions as being unresolved:

Wages,	Article 22 (Appendix)
Medical Insurance,	Article 26
Hours of Work, & OT	Article 31
Sick Leave,	Article 32
Vacation Leave,	Article 35
Holidays,	Article 36
Injury Leave,	Article 47

This fact finding deals with three separate units. The first is composed of Clerks, Clerk Typists, Cook/Custodian, Maintenance Personnel, Head Cook, Maintenance Worker & Records Clerk/Typist. The second includes full time sworn uniformed deputies of the LCSO of the rank of sergeant. The third unit is Nurses (RN or LPN) and Social Workers.

This Fact Finding Report will cover two Collective Bargaining Agreements. (One for Sergeants and one for the other two units.)

All issues presented by the parties pertained to both contracts unless noted otherwise.

The Union was represented by Susan Jansen, Spokesperson; John Sheriff, Business Agent for the Local Union; Michelle Harper, David Newsom; Rob Bame and Joel Conte (sp?)

The County was represented by Jonathan J. Downes, Spokesperson, assisted by David Riepenhoff. Also appearing for the County: Sheriff Randy Thorp; Sue Harding; Tom Lee; Chad Dennis; Gary Blackford; and Rod Mitchell.

The respective cases were presented professionally in a clear and concise manner.

In this report the Fact Finder will consider each of the issues, the positions of each of the parties and then will offer a recommendation. In those areas where a change in Contract language is proposed, the implementing language will also be recommended.

**Wages: Article 22**

**UNION POSITION:**

The proposal of the Union is for a six (6) % increase in each of the three years of the agreement. The Union also proposes an equity increase for Sergeants, Nurses and Social Workers in the amount of

\$5.00 per hour. The Union believes these employees have fallen far behind their colleagues in comparable jurisdictions.

For their list of comparable jurisdictions the Union has listed those counties having a population of between 120,000 and 170,000.

Licking County is in the middle of the range at 145,000.

The Union submits that the neutrals who have examined this issue in the past have considered both size and the geographic proximity of other jurisdictions. They disagree with management's selection of comparables noting that they given little consideration to the size of the jurisdictions they have listed. The Union has not included other types of police operations.

The Union asks that special attention be given to Greene County because it is the only other Triple Crown Accredited<sup>1</sup> county in the State of Ohio. They also ask that the Fact Finder given consideration to Fairfield and Richland in that they are both of comparable size and are in close proximity.

In support of the Union position to provide an equity adjustment, they note that the Fact Finder and Conciliator supported an additional 2% for Sergeants and Deputies beyond the recommended 4% across the board increase in 2002.

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<sup>1</sup> "Triple Crown Accredited" refers to the fact the Sheriff's Office has been accredited by three different organizations: The Commission on Accreditation for Law Enforcement Agencies, Inc. (CALEA), The National Commission on Correctional Health Care (NCCHC) and The National Commission on Correctional Health Care from the American Correctional Association (ACA).

Of the list of comparables listed by the Union, they note that Sergeants rank 9<sup>th</sup> place out of 9 jurisdictions.

The Union notes that Licking County uses Deputies both for Patrol and as Corrections Officers. They predict that management They note that Fact Finder Sandver argues that if the two groups can be used interchangeably, it is common for the higher Deputy Rate to used as the appropriate comparable data.

Because of the shortage of data available, the Union provided antidotal information regarding the duties of the social workers and the nurses to support the request for an equity adjustment for those classifications. It was noted that it is unique to provide social work services in the jail setting.

#### **COUNTY POSITION:**

The Licking County Sheriff offers a geographic, labor market list of comparables arguing that the Sheriff must compete with the Sheriff's offices in contiguous counties.

They note the differences in tax structure between various counties and note that Perry, Richland and Fairfield counties are in a lay off mode.

Richland County is at impasse as is Delaware County. Perry County has not concluded its re-opener negotiations.

The Sheriff's representative discussed the locations where Licking County recruits from and loses employees to.

it was noted that the Clerk classification differs greatly from county to county. In all cases Licking County compares well in pay to other jurisdictions.

Cook, custodian and maintenance data is very limited due to the fact these classifications are not utilized in most Sheriff's offices. The employer offers labor market data for Licking County as the appropriate comparable.

Nurses are comparable on an hourly basis with Franklin County and fare well compared to Richland County.

The County offered information regarding the budgetary situation.

The view of the County is that the decline in the year end carryover is a cause for ongoing concern.<sup>2</sup>

These employees have historically (over the last 15 years) received increases in excess of the consumer price index (CPI) of approximately 25%.

The employer provided data regarding internal comparables with other county employees. They argue this data illustrates these bargaining units have fared significantly better than other county employees.

It was noted that the state is proposing a decrease in the Local Government Fund and that provided 3.8 million dollars in 2004.

Sales taxes collected in 2004 were 16,317,412 dollars.

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<sup>2</sup> In 2000 the Year End Balance was \$7,563,265. In 2004 it had declined to \$4,598,565.

The "Annual Interim Appropriations projects a 2005 increase for the Sheriff's Office in the amount of \$1,059,063.

The County provided no data on what the future holds for the county property tax.

It was noted that 58% of the County budget goes to the operation of the Sheriff and the Jail.

In conclusion the County argues that Licking County is a growing county and thus has significant infrastructure needs that demand additional expenditures.

The County proposes a 2% increase in each year of the agreement.

#### **DISCUSSION:**

First, let us consider the question of comparables and what are the proper ones to utilize. As is almost always the case, the comparables offered differ greatly. In some cases the Union argues contiguous jurisdictions and management offers those which are of similar size. In this case the roles are apparently reversed.

If the Collective Bargaining Act is revised it would be the suggestion of this Fact Finder that the General Assembly provide either more clarity about the determination of comparables or a mechanism to assist the parties in agreeing on one set.

in the absence of such clarity, this Fact Finder views comparables more as a "mixed bag." There is merit to considering geographic proximity *if the work of the contiguous jurisdictions is roughly comparable.* (emphasis added). It is of little value to this Fact Finder to look at jurisdictions that are much smaller or larger or whose work is significantly different. Thus, the question of size, both population and land mass, is relevant.

Even when the comparables are relevant the fact finder must still have knowledge of the comparability of income sources.

The fact finder is also required to consider other statutory criteria in fashioning his or her recommendations. I do find those jurisdictions in proximity to Licking County of approximately the same size to be of value.

When looking at this group there is clear evidence that the Sergeants are below their counterparts. The data regarding the other classifications is not as clear.

It is the belief of this Fact Finder that neither party expects to have their salary proposal recommended. The system of Collective Bargaining promotes somewhat extreme positions.

Even though there is no question in the mind of this Fact Finder that the county, like almost every other jurisdiction in Ohio, faces challenging economic times, it has the ability to offer these affected

employees more than 2%. Based upon another statutory factor (bargaining history) it is clear they should do so.

Likewise, the Union, as much as it's members would like to receive a 6% increase over the proposed three years plus a five dollar per hour equity adjustment for Sergeants and Nurses, do not expect such a recommendation. A Fact Finder must be aware that such an adjustment for small units like these ones would have a carryover impact on the larger units. Such a recommendation would lead to undesirable outcomes within the Sheriff's Department and its employees.

The Fact Finder must be aware of the raises offered to other County employees. It appears that range is between 2.5% and 3.5%.

To get a feel for the type of increases being offered across the state to persons working in comparable agencies, this Fact Finder has looked at the SERB data. While not an exact match, the negotiated increases to be effective January 1, 2005 for all Ohio Police Agencies averages just under 3%.<sup>3</sup> This report includes all size departments in various jurisdictions including those which have wage freezes in place.

The civilian classifications are less similar to the police agency figure. The more relevant data may be the CPI Increase of 2.70% in 2004.<sup>4</sup>

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<sup>3</sup> Actual amount 2.798%, State Employment Relations Board Clearinghouse – Wage Increase report, generated January 28, 2005.

<sup>4</sup> Management exhibit submitted to the Fact Finder from the Bureau of Labor Statistics, Updated 02/18/05.

These figures may give some guidance to just want it takes for employees to keep close to the status quo and make some modest gains.

There are some optimistic signs on the horizon. While Licking County is not wealthy by any test, there have continued to be increases in the sales tax and the overall budget shows some modest growth.

Based upon the data I have reviewed, I recommend the following.

**Finding and Recommendation:**

I recommend the following increases applied to the current salary schedules for all employees.

In the first year of the Agreement	3.0%
In the second year of the Agreement	3.0%
In the third year of the Agreement	3.5%

I have considered the arguments and position of the Union regarding some type of equity pay adjustment for other employees. In addition I have reviewed the Fact Finding Report of Joseph Santa-Emma regarding the same issue.

I am persuaded that the County must continue to make an effort to advance the relative standing of the Sergeants in this group. Due to the difficult economic times it is not possible to recommend the type of increases Mr. Santa-Emma did, but an additional 1% is in order.

Thus I am recommending a total increase of 4% per year in each of the first two years of the agreement for the Sergeants and 4.5% in the third year. This additional 1% per year should permit the Sergeants to modestly increase their standing in relation to other jurisdictions over the life of this agreement. The amount is increased slightly in the third year in the belief that there may currently be some signs of economic recovery on the horizon. If so, the impact should be felt toward the end of this contract.

The data for Nurses and Social Workers is not as compelling. The uniqueness of the Social Worker position makes it impossible to judge the need for an equity adjustment. Even though I accept the testimony that Social Workers spend time beyond their scheduled work hours, I can only judge the position on the hours the position calls for. Based upon the data I have, I cannot justify a recommendation for an adjustment beyond that received by other employees.

**MEDICAL INSURANCE:                      Article 26**

**Union Position:**

The Union notes that they have two issues within Article 26. They also note that they have not proposed changing the percentage of employee contributions for health care.

The first Union proposal would create a Legal Defense Plan to add a level of protection for employees when facing legal situations. The

Union proposal would have the employer pay 100% of the plan which currently would be \$86.88 per year per employee.

The second proposal would provide a contractual guarantee that employees of these bargaining units would be included on the County Health Care Committee. Their purpose would be to provide input into plan design and to be informed about ongoing health care issues.

The Union views the management proposal to eliminate the \$1,000 waiver as taking away a benefit. They see this as a deterrent to the affected employees.

**Management Position:**

Management responded first to the union proposals by relating the history of the County Health Committee which has fiduciary responsibility for the Health Care Plan.

Management argues that there is a lot of employee involvement in health care through benefit education.

The Human Resources Director described that the current committee as being effective and one that considers employee input. She noted that the County went self insured last year and that has made it possible for the increased costs for Health Care to be kept at a minimum. (3.6%)

Management opposes the creation of a Legal Defense Plan noting that there have been no examples cited where employees have failed to

receive proper legal protection. Management notes that the plan is not offered in any of the comparable jurisdictions.

Management offers one proposal regarding Article 26.4. This section of the Collective Bargaining Agreement provides a \$1,000 waiver for those employees who have other Health Insurance Coverage.

Management noted that there are individuals whose spouses work for the County who have elected to have one of the spouses drop coverage in order to receive the \$1,000 waiver.

Management argues that to be consistent with all other county employees this "loophole" should be closed.

#### **DISCUSSION:**

While this Fact Finder is aware of jurisdictions that offer a Legal Defense Plan, the situation usually occurs when there is a demonstrated problem and when the benefit has been gained through give and take bargaining.

There is no evidence that Licking County has a problem that needs to be corrected.

Without such evidence most fact finders, this one included, are hesitant to recommend such a new benefit.

The issue raised by the Union regarding a desire to participate in a committee process is one regularly included in Collective Bargaining

Agreements. Those employers who adopt such a committee structure are usually pleased with the results obtained from it.

The current Health Care Committee is not the vehicle to guarantee the type of interaction anticipated by the Union.

While it appears that the current administration does a good job of educating and serving employees, a joint committee would provide one additional vehicle for Union and employee involvement in Health Care.

The waiver issue is significant. The Union notes it has been a "benefit" since 1986 and certainly those employees enjoying the current arrangement would miss the additional \$1,000.

The question a Fact Finder must consider is whether there is sufficient reason to change such a long standing provision.

The County's decision to switch to self insurance and their very aggressive efforts to control health care rates, which is a benefit to all County employees, is adequate rationale to convince me that this "loophole" should be closed.

#### **FINDING AND RECOMMENDATIONS:**

I recommend:

- The Union proposal regarding the creation of a Legal Defense Plan not be included in this agreement.

- The management proposal to amend the waiver language be adopted. (Contract language is included in Appendix A of this report.)
- A joint labor-management Health Insurance Review Committee be created. (Contract language is included in Appendix B of this report.)

## **HOURS OF WORK AND OVERTIME**

### **Article 31**

#### **Union Position:**

The issue raised by the Union is compensatory time. They propose to change 31.4 to create a compensatory time scheme which would permit the employee, at his or her option to elect between compensatory time or overtime.

The Union would allow a maximum accrual of 90 hours with a carryover maximum of 70 hours.

The Union submits comparable information showing those jurisdictions which provide compensatory time.

They note that non bargaining unit employees are permitted compensatory time.

#### **Management Position:**

Bargaining began in Licking County in 1985. There has never been a compensatory time scheme in this County. They note the exempt employees cited receive hour for hour compensatory time which has no cash-out value.

Management also argues that the persons who receive this hour for hour compensatory time are not normally replaced when they are absent. This would not be true for bargaining unit employees.

The Sheriff noted that he currently has difficulty in staffing. The addition of a compensatory time program would further complicate this task. He talked about the unpopular nature of "order-overs" and stated compensatory time would likely increase the necessity of requiring employees to stay over.

The Captains of the Jail and Patrol operations outlined the impact on their respective operations.

#### **DISCUSSION:**

This is the most difficult issue that this Fact Finder faces in that there are two significant and competing interests present. Employees do value the opportunity to receive additional time off for extra work they perform.

Likewise, the constant challenges to scheduling in a fair and efficient manner make additional variables like compensatory time a daunting prospect.

Unions vary in their views regarding compensatory time. Many believe employees that work above and beyond should only be compensated financially. Others advocate compensatory time as a way for employees to gain more time away from work to care for personal and family interests.

A limited amount of compensatory time can work if all the "bugs" can be worked out.

My temptation, like most Fact Finders is to comment that this type of new and complex arrangement must be negotiated. I would probably have ended by recommendation with this observation, but I am persuaded by Ms. Jansen's argument that such a statement will probably not lead to serious consideration by the Sheriff's Office Administration.

This is understandable. With everything else the Sheriff has on his "plate" this would normally not be a "front burner" item.

To that end, I am not going to impose or create an immediate compensatory time plan, but I am going to recommend a process that might assist the parties in seriously making an attempt to try a limited plan on a pilot basis.

I make this unusual type of recommendation because I sense a very positive relationship between the Sheriff and his employees. I further believe these units would be the proper place to possibly work out something that might work.

I will recommend a joint labor management committee that would work during the term of this agreement in an attempt to agree upon a pilot plan regarding compensatory time. If the parties are successful, the effort should add to that positive environment. If they are not, then nothing will be lost but the time spent in the effort.

While there is nothing in the language I propose that requires anyone to agree to something they cannot make work for their mutual benefit. I do encourage them to try to work out this matter .

**FINDING AND RECOMMENDATION:**

I recommend a joint labor management committee be created that will attempt to work out a compensatory time program, on a limited and trial basis, during the course of this agreement. The actual language is suggested in Appendix C.

**SICK LEAVE****Article 32****Management Position**

Management proposes a change in the current sick leave occurrence plan. They point to the plan awarded by Dr. Harry Graham and track its implementation.

Management has presented documents demonstrating a "spike" in the number of occurrences and the use of sick leave hours. They propose to drop the number of occurrences from six to four.

Management notes that the number of occurrences per year as 4.25. The new plan went into effect in 1992. The average number dropped to 2.90. The low point was reached in 1999 at 0.79.

**Union Position**

The Union notes the data submitted is for all employees including deputies and is not specifically related to these bargaining units.

They argue that the former Sheriff's decision to consider sick leave usage in shift assignment has more to do with the decreases in sick leave usage than the Harry Graham decision.

The Union also notes Dr. Graham awarded the current sick leave plan as a *quid pro quo* for other benefits. The Union sees the current attempt to modify it as punitive only.

#### **DISCUSSION:**

At hearing the Fact Finder requested, and management supplied, a summary of how many persons had a number of occurrences between four and six.

Based upon the data in the chart the following numbers were reported in that category. 2001 = 3; 2002 = 3; 2003 = 7; and 2004 = 10.

Sick leave use and abuse is a very complex area. Clear cases of abuse can be addressed through discipline but plans that include incentives and disincentives seem to be effective in controlling the unnecessary use of sick leave.

Whatever the combination of factors, it appears that since the proposal recommended by Dr. Graham has been implemented, it has helped manage this problem. This has happened even with the advent of the Family Medical Leave Act which provided an additional set of variables.

Management is correct to carefully monitor this situation to assure the numbers stay as reasonable as possible.

Based upon the data submitted I am not convinced that there is significant justification to modify the number of occurrences in these bargaining units.

**FINDING AND RECOMMENDATION:**

I recommend the Sick Leave language be unchanged.

**VACATION LEAVE****Article 35****Union Position:**

The Union has three proposals in this article. The first found in 35.1 is to increase vacation accrual by decreasing the number of years necessary to reach the next step in the vacation accrual scale.

The second proposal is to expand the period of time when employees can request and schedule vacation. The current plan requires that employees “lock in” up to forty hours of vacation annually, in forty hour blocks, by the end of January. Thereafter employees must schedule remaining vacation by April 30 or face the possibility of losing it or having it scheduled for them. The Union first proposed allowing employees to schedule, on a first come – first served basis all through the year. During the Fact Finding process they modified their proposal to June 30.

They believe this additional period of time will permit greater flexibility for employees to schedule time for events and needs that may arise during the year.

The third issue is a proposed amendment to 35.7 which would permit a person taking a vacation block of time to extend that time by one day if their usual day off is within or adjacent to the requested time off.

## **Management Position**

Management urges the Fact Finder to note that Licking County receives more personal leave days than do other comparable jurisdictions.

They note the majority of jurisdictions have the same vacation accrual rate as Licking County. The vacation accrual rate is the same for all other Licking County employees.

Total cost, if all Sheriff Office employees received the same increases as proposed by the Union, would cost the County \$125,000.

## **Discussion**

Employers in 24/7 operations are always hesitant to extend time off benefits due to the cost and difficulty of scheduling.

After reviewing the data, both internal and external comparables, and the four personal leave days available, I fail to be persuaded that there should be an increase in vacation accrual.

Article 35.4 regarding the scheduling of vacation is a matter of valid concern on the part of the employees. Matters do arise and some increase in flexibility would be helpful to employees and not a great burden to the Administration.

Those who do the scheduling in the Sheriff's office do need a cut off point so there is some certainty.

I find June 30 to be a reasonable compromise.

Finally, I have reviewed the proposal of the Union regarding 35.7 and have listened to the rationale presented.

Perhaps I do not understand what is being proposed but it does not appear to me that this language is fair or equitable to other employees. It appears it would be granting an additional day to the employees covered by the language.

Because I fail to see a problem that needs to be fixed, I recommend the change proposed in 35.7 not be adopted.

## **FINDING AND RECOMMENDATION**

I recommend Article 35.1 remain at current language.

I recommend Article 35.4 be changed from April 30 to June 30. (Language is included as Appendix D)

I recommend Article 35.7 remain at current language.

## **HOLIDAYS**

### **Article 36**

#### **Union Position**

The Union proposes to insert a section 36.4 which would add a legal holiday if the "federal, state, or county government recognizes a legal holiday." The language also would require that bargaining unit employees be given the day off if other non bargaining employees are awarded an additional day off.

The Union describes their proposal as a "me too" clause. They believe this is fair and equitable.

**Management Position**

Management points out that this proposal is not limited to being within the discretion of the County in that the State or Federal Government could also declare the additional holiday. They state their objection to "me too" clauses noting they lead to litigation and grievances.

**Discussion**

It appears that some non unionized employees of the Sheriff did receive an additional day off previously in connection with a Christmas Holiday. While it is easy to understand how this would upset bargaining unit members, it is not, in the mind of this Fact Finder, an adequate reason to insert a "me too" provision.

There are advantages, disadvantages, benefits and protections that are specific to persons within a bargaining unit, and different ones for persons who are not covered.

This Fact Finder believes that each group should make their best deal and then assure everyone lives up to those commitments. I do not normally recommend "me too" clauses because they do almost always lead to disagreements and challenges. I see no compelling reason to vary from that practice here.

**RECOMMENDATION AND FINDING**

I recommend the language proposed by the Union regarding an additional day as listed in the proposed 36.4 not be included in the Collective Bargaining Agreement.

**INJURY LEAVE SUPPLEMENT            Article 47****Union Position**

The Union proposes changes in 47.1 wherein an occupational illness or injury leave would be added up to 90 days with normal pay.

The Union submitted comparables showing that occupational injury leave is a common provision in various Collective Bargaining Agreements and suggesting that the 90 days they propose is in the middle range of what is offered by the comparable jurisdictions.

**Management Position**

The Workers Compensation rate for Licking County is a very low 1.94. Of all the Sheriffs Department employees there have only been eleven employees in the last five years and four of those employees took disability retirement.

None of those employees were in these bargaining units.

**Discussion**

Occupational Injury Leave is a common provision in Law Enforcement Units and this Fact Finder has awarded such provision in those cases where there is a demonstrated problem or issue.

In this case, with the absence of any affected employees in the last five years in these units, and in consideration of the very favorable Workers Compensation Rate, I cannot justify recommending such a benefit.

**FINDING AND RECOMMENDATION.**

I recommend no changes in Article 47.

**Summary:**

The Fact Finder has appreciated the opportunity to work with the parties in this situation. As noted previously, there seems to be developing a very positive working relationship between the Sheriff and the representatives of these bargaining units.

The recommendations of this report will hopefully aid them in furthering that relationship.

If, in considering this report, there are recommendations that the parties can jointly agree to improve upon, I urge them to do so. Otherwise, hopefully these recommendations will provide a foundation for moving forward.

After giving due consideration to the positions and arguments of the parties and to the criteria enumerated on SERB Rule 4117-9-05(J) the Fact Finder recommends the provisions as listed herein.

In addition, all agreements previously reached by and between the parties and tentative agreed to, along with any sections of the current agreement not negotiated and/or changed, are hereby incorporated by reference into this Fact Finding Report, and should be included in the resulting Collective Bargaining Agreement.

Respectfully submitted and issued at London, Ohio this 25<sup>th</sup> day of

April, 2005.

  
N. Eugene Brundige,  
Fact Finder

**APPENDIX A:**

**Section 26.4 shall read:**

**Waiver of Coverage** An employee who provides satisfactory proof of coverage under another insurance plan may waive both medical and dental coverage of the Licking County Health Plan. An employee who waives coverage will receive the amount established annually ***except that waiver payments will not be available to any employee who is covered under the Licking County Health Plan.***

**APPENDIX B:**

**Section 26.5 shall be added:**

**Labor Management Health Care Review Committee** There shall be a joint health care review committee composed of members of the bargaining units covered by this agreement and members of the Human Resources Department. The committee will determine the number of members. Other unions and other County employees may be invited to participate on this committee.

The committee shall meet quarterly or as determined by the committee. The purpose of the committee will be to share relevant information regarding health care issues, provide a conduit for the dissemination of information, and to review and make recommendations regarding health care plan design, costs and other concerns.

The work and recommendations of the committee will be shared with the County Health Care Committee composed of the officeholders who have the final responsibility for the design, operation and administration of the Licking County Health Care Plan.

**APPENDIX C:**

**Joint Committee to Consider Compensatory Time:**

Within six months of the effective date of this agreement, the Sheriff and Representatives of the Bargaining Unit shall meet to attempt to agree upon a compensatory time plan which would allow bargaining unit employee to accrue a limited amount of compensatory time. The plan would be considered a Pilot Project entered into on a trial basis. The details of the plan, including the limitations on the plan, and the methods and conditions under which compensatory time use would be approved, would be reduced to writing and agreed to as a *Memorandum of Understanding*. The MOU would include a sunset provision and review dates to determine if it is meeting the goals it was established to meet. In any case the MOU, if one is agreed to, shall cease to exist no later than the last date of this Collective Bargaining Agreement. At that time the parties may consider if they wish to include any part of it in a successor agreement. If the parties are unable to agree upon a plan, after they have exerted a good faith effort, they shall inform the other and the matter will be closed until it is raised in the negotiations of a successor agreement.

**APPENDIX D****Article 35.4 shall read:**

First paragraph remains current language.

Second paragraph remains current language.

Third paragraph remains current language except "April 30" shall be replaced with "June 30."

Fourth paragraph remains current language.

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true copy of the foregoing Fact Finders Report was served by regular U.S. Mail<sup>5</sup> upon Jonathon J. Downes, Downes, Hurst and Fishel, 400 South Fifth Street, Suite, 200 Columbus, Ohio 43215-5492, Attorney for the Employer, and Susan D. Jansen, Doll, Jansen & Ford, Attorney for Teamsters Local Union 637, 111 W. First St., Suite 1100, Dayton, Ohio 45402-1156 and Dale A. Zimmer, Administrator, Bureau of Mediation, State Employment Relations Board, 65 East State Street, 12<sup>th</sup> floor, Columbus, Ohio 43215-4213, this 25<sup>th</sup> day of April, 2005.

  
N. Eugene Brundige,  
Fact Finder

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<sup>5</sup> The parties have waived Overnight Delivery and agreed to regular US Mail.



**N. Eugene Brundige, Arbitrator**  
**1870 Shoshone Drive**  
**London, Ohio 43140-9020**



UNITED STATES  
POSTAL SERVICE

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