

STATE EMPLOYMENT RELATIONS BOARD
STATE OF OHIO

STATE EMPLOYMENT
RELATIONS BOARD
2005 APR -6 A 11:49

March 16, 2005

In the Matter of
Fact-finding Between:

Hancock County Sheriff's Office]
Employer]

and]

International Union of Police]
Associations, Local #63]
Employees' Organization]

SERB Case Nos. 2004-MED-09-0881 ✓
2004-MED-09-0882
2004-MED-09-0883

Raymond J. Navarre
Fact-finder

FACT FINDING REPORT
and
RECOMMENDATIONS

Date of Issuance: April 4, 2005

Date of Hearing: March 16, 2005

Representing the Employer:

Principal:

Tillie Schiffler, Senior Consultant
Clemans, Nelson & Associates, Inc.

Others:

Don Binkley
Roger G. Treece
Susan Beach
Kathy Palmerton

Representing the Employees:

Principal:

William A. Dunn
IUPA,
International Union of Police Associations

Others:

Mary Lute
John Clevidence
William Laveglia
Brian K. Williams

Fact Finder:

Raymond J. Navarre

The hearing was held at the Board of Elections, adjacent to the Sheriff's Department in Findlay. The hearing started at approximately 10:00 am and concluded at approximately 2:00 pm.

Note that for purposes of identification in this document, the Hancock County Sheriff's Office and representatives will be referred to as the Employer and International Union of Police Associations and the representatives, will be referred to as the Union.

BACKGROUND

The appointing authority is the Sandusky County Sheriff. The Office of the Sheriff is the chief law enforcement agency for Hancock County. It enforces the traffic laws, investigates crimes, and delivers subpoenas.

Background continued

SERB Case Nos. 2004-MED-09-0881
2004-MED-09-0882
2004-MED-09-0883

SERB Case No. 2004-MED-09-0881 includes all full-time Deputies III, Unit A. The approximate number of employees in the unit is 26. The members patrol assigned areas in the county and respond to calls; write traffic and other citations; operate police equipment; serve warrants, summons, subpoenas and other legal notices issued by the court and have transport duties.

SERB Case No. 2004-MED-09-0882 includes all full-time Communication Officers, Unit B. The approximate number of employees in the unit is 7. Members of the unit receive and transmit radio communications, dispatch personnel and equipment for law enforcement agencies; operate LEADS and other equipment; maintain daily logs of calls and enter information into the computer system.

SERB Case No. 2004-MED-09-0883 includes all full-time Sergeants, Unit C. The approximate number of employees in the unit is 5. Members supervise deputies on shift; respond to and investigate accidents, complaints, and crimes; patrol assigned areas in the county and respond to calls, operate police equipment, serve warrants, summons, subpoenas and other legal documents issued by the court; and may be assigned to one or more departmental responsibilities.

The parties previously met for Collective Bargaining December 13 and 30, 2004 and January 13 and 27, 2005.

At the beginning of the Fact Finding the representatives agreed to be sworn and were sworn.

UNRESOLVED ISSUES

- No. 1 **Article 9** **Hours of Work and Work Schedules**
- No. 2 **Article 17** **Family and Medical Leave**
- No. 3 **Article 21** **Wages**
- No. 4 **Article 22** **Insurance**
- No. 5 **Article 23** **Internal Review Procedures/Employee Rights**

Please note that the Fact-finder numbered the unresolved issues as to the article and not the individual sections. The individual sections will be noted in the considerations.

Both parties asked the Fact-finder to incorporate in the fact-finding report their acceptance of the tentative agreements.

FACT-FINDING CRITERIA

In determining the facts and making the recommendations contained in this document, the Fact-finder considered the applicable criteria as required by the Ohio Revised Code Section 4117.14 and the Ohio Administrative Code Section 4117-9-05. These criteria are:

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

ADDITIONAL CRITERIA

In addition to the criteria listed above, the Fact-finder will use the Comparables submitted by the parties, their position statements, background materials presented, as well as historical and chronological events that have implications in respect to the issues being considered.

FINDING of FACT and RECOMMENDATIONS

The unresolved issues submitted by the Union and the Employer to the Fact-finder will be considered in what follows.

The material presented by both parties for each issue will be noted and discussed. The finding of fact will be presented for each issue, followed by the Fact-finder's recommendation in respect to that issue. When applicable, the recommended language for the Agreement will be given. The Fact-finder's report needs to be considered in its entirety as to the overall effect on the parties and their bargaining positions. In particular, issues having an economic impact need to be considered in totality because one will affect the others.

UNRESOLVED ISSUES

Before the unresolved issues were addressed, both parties presented what they would use as their comparables with their reasons for using them. The Employer used basically the seven contiguous counties and the Toledo Region. The Union used basically the 22 counties in Northwest Ohio and Findlay city.

Unresolved Issue No. 1

Article 9 Hours of Work and Work Schedules Section 9.1

The Union proposed that **Section 9.1** be as follows.

Section 9.1 The normal basic work schedule for Deputies (Deputies III) working road patrol, Enforcement Sergeants working road patrol and Communication Officers will be based upon eight (8) continuous hours per day, eighty (80) hours per pay period.

Enforcement Sergeants and Communication Officers will be assigned to specific shifts on a five (5) consecutive days on, two (2) consecutive days off rotating schedule, with shifts bid annually. A minimum of two (2) Communication Officers will work at all times on the day (B) shift and afternoon (C) shift.

The underlined words are the proposed changes submitted by the Union.

The Union's position is for a continuous eight-hour workday. The Union feels that to split up the workday into segments that equal eight hours, but not a continuous eight hours, places a burden on the employees.

The Union further believes a minimum of two Communication Officers are needed for day and afternoon shifts. A single Communication Officer on these shifts is too much work for one officer and this situation has occurred a number of times. The Union also considers the using of a Single Communication Officer during the day and afternoon shifts as being unsafe, a definite issue of safety for the one-person road patrol unit. The Union noted that two Communications Officers are assigned but two do not always work.

The Union presented a list of the calls handled by the Communication Officers during the first two weeks of February to support the concern about safety. A Communication Officer addressed the concern from an experience viewpoint and agreed that there was an issue of safety.

The Employer response to the proposed changes in **Article 9** came down to an issue of Management Rights. The Employer discussed at length the proposed change to **Article 9** as being a non-mandatory subject of bargaining. A number of cases and situations were discussed to support the contention. The Employer further stated that taking non-mandatory issues to fact-finding or conciliation is to take it to impasse, which is an unfair labor practice.

Captain Treece was asked to discuss his experience concerning the split shifts. He stated that there had been no complaints about split shifts and he could not remember when such a situation occurred. The Union's response was that their proposal was looking ahead to prevent the occurrence in the future.

Captain Treece further stated that there have been occasions when personnel have requested and used a split shift because of a personal need. This proposal, if accepted, would rule out the use of a split shift for personal reasons.

In respect to the unfair labor practice mentioned above by the Employer, the Union argued that when the proposal was presented at bargaining, there was no objection on these grounds and therefore the Employer accepted it as valid for bargaining. The Employer's response was that it was not accepted and thereby rejected.

Finally, the Employer made the point that if the Union considered the use of a single Communication Officer as a safety issue there were other means available to deal with it.

RECOMMENDATION

The Fact-finder believes that the Employer made a strong argument concerning the issues in the proposal above in **Article 9** as involving Management Rights. The Fact-finder does not base his recommendation solely on the issue of Management's Rights but other points made by the Employer. Therefore, after considering the findings of fact above and the statutory criteria, the Fact-Finder's recommendation is that the Collective Bargaining Agreement in **Article 9, Section 9.1** remains as in the current Collective Bargaining Agreement without change.

Unresolved Issue No.2

Article 17 **Family and Medical Leave** **Section 17.2** **Section 17.3**

The Employer proposes that Section 17.1 be as in the current agreement.

Section 17.2. be as in the current agreement with the addition of the following.
Employees utilizing sick leave that is designated FML shall be required to provide periodic reports to their supervisor on their status and intent to return to work.
Employees shall be required to report at least once every 30 days.

The Employer proposes that **Section 17.3.** be as follows. **Section 17.3.** Paternity Leave: shall be limited to five (5) sick leave days. Employees who wish to take additional FML for childbirth, adoption placement, or foster care will be required to utilize accrued vacation leave for all or part of the remainder of the 12 week period.

The Employer proposes that **Section 17.3.** of the current contract become **Section 17.4.** and **Section 17.4.** of the current agreement become **Section 17.5.**

It is to be noted that the Union agrees with the addition to **Section 17.2** requiring periodic reports for employees on FML.

The Employer proposes that Paternity Leave shall be limited to five (5) sick leave days and employees who wish to take additional FML for childbirth, adoption placement, or foster care will be required to utilize accrued vacation leave for all or part of the remainder of the 12 week period. The Employer stated that the issue is not the 12 weeks, which is part of the law, but the use of accrued vacation time for additional FML for paternity leave. The argument is that the Employer has the right to require the use of vacation time for additional FML in the case of paternity leave. Further, the Employer states that 29 Code of Federal Regulations (CFR) 825.309 provide that the Employer require periodic reports and intent to return to work after the leave.

The Union has no argument with the periodic reports and agrees with the addition to **Section 17.2** requiring periodic reports for employees on FML.

The Employer believes that five (5) sick leave days is an appropriate amount of time to assist the mother post-delivery to care for her and the child. The Employer knows that further time cannot be denied but does have the right to determine whether it is an appropriate use of sick time. The Employer states that according to 29 CFR, the substitution of accrued sick or family leave is limited by the Employer's policies governing the use of such leave. Further, **Article 14** of the collective bargaining agreement in **Section 14.5.** states sick leave may be granted to a member upon the approval of the Sheriff for the following reasons and point 5 of the reasons lists pregnancy, childbirth and/or related conditions.

The Union's argument is that the sick time has been earned and negotiations were involved and its members should be able to use it for Paternity Leave.

The arguments presented by both the Employer and the Union have merit. However, the Fact-finder would favor the Union's position since the item under discussion was earned and negotiated. The CFR as submitted by the Employer seems to be permissive rather than mandatory as well as indicating that the Employer's policy would further determine any substitution. The Collective Bargaining Agreement does not address Paternity Leave as such. **Section 14.5.** of the agreement is unclear, in the Fact-finder's opinion, as to whether it includes a Paternity Leave.

RECOMMENDATION

After considering the arguments of both the Employer and the Union, as well as considering the findings of fact above and the statutory criteria, the Fact-finder's recommendation is that the Collective Bargaining Agreement in **Article 17, Section 17.2.** add the following wording (sentence) to the section. Employees utilizing sick leave that is designated FML shall be required to provide periodic reports to their supervisor on their status and intent to return to work. Employees shall be required to report at least once every 30 days.

Furthermore, it is recommended that with the exception of the addition of the wording noted above, **Article 17** remain as in the current Collective Bargaining Agreement.

Unresolved Issue No. 3

Article 21 **Wages** **Section 21.1.** **Section 21.7.** **Section 21.8.**

The Fact-finder wishes to note that at the beginning of the session both parties noted what comparables they would be using during the fact-finding.

The Union proposed that there be a different format for the listing of the wages. Management agreed and the Fact-finder recommended that the format be changed in the new Collective Bargaining Agreement to reflect the agreement of both parties.

The Union proposed an increase in wages of 3.5% effective March 8, 2005, 3.5% increase effective March 8, 2006 and an increase of 3.5% effective March 8, 2007.

The Employer proposed an increase of 2.4% in 2005, 1.0% in 2006 and 1.0% in 2007.

At the start of the consideration of this article both parties discussed their comparables in respect to their positions on the wages as well as commenting on the discussion of the other party. The Fact-finder will consider in-depth these remarks and take them into account in making a recommendation.

In addition to the discussion of the comparables, the Union and the Employer added other comments and rebuttals.

Overall, the Union feels that Hancock County did not take prudent steps to deal with the financial issues. The Union discussed property purchased by the County, the loss of sales tax, a consideration of the feasibility of building a new jail and other issues which have a direct bearing on the Employer's offer in respect to the wages.

The Employer's remarks concerned Governor Taft's proposed 20 % cut in the funds allocated to counties in FY2006, the sales tax levy for Administration and Justice Services which ends in July 2005, the uncertainty of the revenues generated by the sales tax and the current labor costs for the bargaining units and the budget.

The Fact-finder wishes to note that both parties presented a number of exhibits to support their positions. The materials presented by both parties were important, well presented and helpful to the Fact-finder. Again they were considered in-depth and will be reflected in the recommendation made.

No one needs to be told that we are in very difficult financial times and expenditures do affect the economics of the members of the bargaining units and Hancock County. Also, many of the issues being considered are strongly interrelated from a financial viewpoint.

RECOMMENDATION

After considering the findings of fact above and the statutory criteria, the Fact-finder's recommendation is that the Collective Bargaining Agreement in **Article 21 Section 21.1**, be as follows.

Section 21.1. All employees who are covered by this Collective Bargaining Agreement shall receive an increase of two and four tenths percent (2.4 %) effective March 8, 2005, an increase of two and 75 hundredths percent (2.75 %) effective March 8, 2006 and an increase of three percent (3.0%) effective March 8, 2007.

Please note that the format in the Collective Bargaining Agreement for listing of wages and increases will be decided by the agreement of both the Employer and the Union, noted above.

The Employer and the Union have no proposals for **Section 21.2**, through and including **Section 21.6**. Both parties have proposals for **Section 21.7**.

Section 21.7.

The Employer proposes the section to read as follows. Compensatory time may not be accumulated to exceed 240 hours, nor may compensatory time be used to extend sick leave. An employee working overtime under a grant is not eligible for compensatory time for such overtime worked and will be paid.

The Union proposes the section to read as follows. Compensatory time may not be accumulated to exceed 360 hours for any Bargaining Unit employee, nor may compensatory time be used to extend sick leave. An employee working overtime under a grant is not eligible for compensatory time for such overtime worked and will be paid.

The Employer is proposing a reduction in compensatory time from 360 hours to 240 hours for Deputies only. The Employer offered the following points to support the proposal. The maximum balance for compensatory time for law enforcement personnel permitted by the Fair Labor Standards Act is 480 hours; of the three units within Local 63, the Sergeants and the Communication Officers are already at 240 hours; Local 76, represented by IUPA, tentatively agreed to a reduction from 360 to 240 hours; looking at comparable compensatory time accumulation in both contiguous and SERB Toledo Region counties, these employees are well above the norm; the pay out of compensatory time accumulation is an unfounded liability for the County; and the issue of compensatory time is an issue of financial prudence.

The Union rationale for the proposal is that currently Deputies can accumulate 360 hours and Sergeants and Communication Officers are allowed only 240 hours. There should be no difference between the two units. The Fair Labor Standards Act permits up to 480 hours.

The Fact-finder does not know the history of the difference in the accumulation of compensatory time between the Deputies and the other members of the bargaining unit but it seems that the accumulated compensatory time was a negotiated item sometime in the past. Considering the arguments put forth by both parties, the Fact-finder sees no reason to change **Section 21.7.**

RECOMMENDATION

After considering the findings of fact above and the statutory criteria, the Fact-finder's recommendation is that the wording of the Collective Bargaining Agreement in **Section 21.7.** remains as in the current agreement.

Section 21.8.

The Union proposes a word change in **Section 21.8.**, replacing **designation** with **designating**. Further, the Union proposes to make the changes to bring the section into conformity with the proposal. The Union would eliminate the last sentence in the last paragraph.

The Employer proposes that this section be reworded to bring it into conformity with the proposal for **Section 21.7.**

Since it is the Fact-finder's recommendation that **Section 21.7.** not be changed, the Fact-finder makes the following recommendation as to a change to **Section 21.8.**

RECOMMENDATION

After considering the findings of fact above and the statutory criteria, the Fact-finder's recommendation is that the wording of the Collective Bargaining Agreement in **Section 21.8**, remains as in the current agreement with the deletion of the last sentence in the last paragraph, since it is out of date.

Unresolved issue No. 4

Article 22 Insurance Section 22.1. Section 22.2. Section 22.6.

The Employer's proposal is as follows.

Section 22.1. Employees shall pay the same amount in premiums and shall receive the same level of benefits as other county employees under the Hancock County Commissioner's Insurance Plan. The employee's contributions for insurance coverage shall be deducted from the employee's pay. The insurance carrier shall be at the sole discretion of the Employer.

Section 22.2. The Employer agrees to provide \$20,000 of term life insurance for the bargaining unit employees. This amount will be the greater amount if the Commissioners increase it to a greater amount for all Hancock County employees.

Section 22.6. Drop this section.

The Union proposed the following.

Section 22.2. Employee contributions for eligible dependent coverage under the present programs (Medical and Dental Insurance) shall be ten percent (10%) for either dependent or single coverage. The Employer's contributions will be ninety percent (90%). The Employer's contributions will remain at one hundred percent (100%) for term life insurance.

Section 22.3. Every full-time Bargaining Unit employee will be provided medical, hospital, and dental coverage during the life of this Agreement. The benefits are contained in the Midwest Employee Benefit Consortium program. The Employer may from time to time change the insurance carrier and/or self fund its health care program if it elects to do so provided deductibles, coverages and co-pays are as provided for the Employee Benefit Booklet Effective Date January 1, 2004.

Section 22.5. Reference is hereby made to the Hancock County group plan, Employee Benefit Plan Document and Employee Benefit Booklet effective date of January 1, 2004, for specific details as to coverage, exclusions and definitions of coverage provided.

Section 22.6. At the time of open enrollment, the Employer will allow Bargaining Unit employees that are currently receiving the benefits to opt-out of the Employer's Health Care Plan. Re-enrollment of a Bargaining Unit employee into the Employer's plan shall only be allowed at open enrollment or at the loss of alternative coverage. If the alternative coverage is lost, the employee shall not have to wait until open enrollment.

Section 22.7. Any Bargaining Unit employee who opts out of the Employer's health care plan will be eligible to receive one thousand dollars (\$1,000) in any year in which they opted out under this section. Such payment shall be made twice a year by a separate check. The Employer and Bargaining Unit will meet and mutually agree to a written procedure for the implementation of the terms of the opt-out program.

The Employer's arguments were as follows.

All county employees are covered under the same benefit plan. The two remaining units, this unit and Unit 76, are in fact finding.

If the Union's proposal is accepted, the bargaining unit members could end up in a different benefit plan.

The Commissioners need to be able to speak with one voice. There are possible significant savings due to economies of scale as well as enhanced bargaining power as stated by the Fact Finder in Fulton County Sheriff and FOP/OLC fact-finding in 2000.

O.R.C. Section 305.171 in the section on group insurance provides for the County Commissioners to contract and pay for group policies but with no provision for the Sheriff of a county to do the same.

Proposals from the parties were different in language but the end result would have been the same. Neither party wanted a change in the current benefit levels. However, the Union's proposal was specific as to plan design and provider. This would freeze the benefit plan in time.

The Employer's proposal is comparable to the insurance articles in the Sheriff's Offices in the comparables chosen by the Employer.

The Union proposed an Opt-Out Incentive during negotiations, which would pay the employees who do not take the Employer's insurance. The Employer feels that as a new feature, a neutral should not impose this. As above, the Employer noted that County Commissioners, not the Sheriff, establish insurance.

The Union presented in detail the history of the Health Insurance issue since the signing of the current Collective Bargaining Agreement. The letters and meetings that occurred were noted with a brief note about them. These were contained in exhibits provided. The issues involved with the Memorandum of Understanding (MOU) were also discussed. The Union feels that the opt-out program is a benefit to the Employer. Finally, the Union states that the Employer desires to have total and unfettered control of benefits and the costs to the employees. The Union sees a need to have checks and balances to protect its members.

Today, the health insurance item is probably a more important issue in contract negotiations than any other issue. As seen from the presentations, written and oral, of both parties, that holds true in these negotiations. Basically, the Employer wishes to have bargaining unit members covered under the same insurance plan and pay the same premiums that the other Hancock County Employees pay. The Union wishes the employees' coverage to be paid by the County and the employees' contribution for eligible dependents to be ten percent (10%).

The Fact-finder notes the following items in considering the issue:

For all county employees to be covered under a single plan, there are possible significant savings due to economies of scale as noted by the Employer.

The opt-out program could be a saving to the Employer.

The insurance articles in the comparables presented by the parties are part of the Fact-finder's considerations.

The history of the renegotiation of the health insurance presented by the Union would indicate cooperation on their part with the Employer.

There is a relationship to all economic issues in a fact-finding and recommendations made by a fact-finder.

The Fact-finder considered the Union's concern about a lack of checks and balances in the Employer's proposal.

Taking into account the comparables, the economic impact, the Current Agreement, concessions already proposed, the Fact Finder makes the following recommendation.

RECOMMENDATION

After considering the findings of fact above and the statutory criteria, the Fact-finder's recommendation is that the Collective Bargaining Agreement in Article 22 shall be as follows.

Section 22.1. Employees shall pay the same amount in premiums, with the exception of the twenty-five percent (25%) cap below, and shall receive the same level of benefits as other county employees under the Hancock County Commissioner's Insurance Plan. The employee's contributions for insurance coverage shall not increase more than twenty-five percent (25%) over the life of the Collective Bargaining Agreement. The employee's contributions for insurance shall be deducted from the employee's pay.

Section 22.2. The Employer agrees to provide \$20,000 of term life insurance for the bargaining unit members. This amount will be the greater amount if the Commissioners increase it to a greater amount for all Hancock County employees.

Section 22.3. Remains as in the current Collective Bargaining Agreement.

Section 22.4. Remains as in the current Collective Bargaining Agreement.

Section 22.5. Remains as in the current Collective Bargaining Agreement.

Section 22.6. At the time of open enrollment, the Employer will allow Bargaining Unit employees that are currently receiving the benefits to opt-out of the Employer's Health Care Plan. Re-enrollment of a Bargaining Unit employee into the Employer's plan shall only be allowed at open enrollment or at the loss of alternative coverage. If the alternative coverage is lost, the employee shall not have to wait until open enrollment.

Section 22.7. Any Bargaining Unit employee who opts out of the Employer's health care plan will be eligible to receive seven hundred and fifty dollars (\$750) in any full year in which the member opted out under this section. Such payment shall be made twice a year by a separate check. The Employer and Bargaining Unit will meet to mutually agree to a written procedure for the implementation of the terms of the opt-out program.

Unresolved Issue No. 5

Article 23 **Section 23.5.** **Section 23.8.** **Section 23.10.** **Section 23.16.**

The Employer proposes the continuation of the language of the current Collective Bargaining Agreement for the article.

The Union's proposal is as follows.

Section 23.5. A bargaining unit employee shall be notified of the nature of the investigation prior questioning. The notification shall include a copy of the complaint, the name of the complainant, the date of the incident, the specific rules the Employer alleges were violated, whether the citizen has signed a complaint form, and a summary of the factual allegations against the employee sufficient to reasonably apprise the employee of the nature of the charges. The employee may agree to answer questions at the time or request that questioning be delayed for up to five (5) working days in order to obtain legal advice or other assistance.

Section 23.8. No less than four (4) working days prior to the scheduled starting time of a pre-disciplinary hearing, the Sheriff will provide to the employee a written outline of the charges which will include a copy of the complaint, the name of the complainant, the date of the incident, the specific rules the Employer alleges were violated, whether the citizen has signed a complaint form and a summary of the factual allegations against the employee sufficient to reasonably apprise the employee of the nature of the charges that may be the basis for disciplinary action. This provision does not apply to verbal warnings and written reprimands.

Section 23.10. Employees may not be given a polygraph examination and/or voice stress analyzer examination or any other test questioning by means of any other device or chemical substance unless the employee provides a written consent.

Section 23.16. Internal investigations of suspected violation of the Employer's policies, procedures, rules or regulations will be commenced and completed in an expeditious manner. Immediate attention shall be give(n) to policy infractions, unless special circumstances warrant further investigation or delay. The Employer shall apply due diligence to the investigation and discipline of policy infractions. Infractions that do not involve an extensive investigation shall be concluded within thirty (30) calendar days of the infraction, or within thirty (30) calendar days after the Employer knew or reasonably should have known that an infraction existed. The thirty (30) day limit may be extended by the Employer for more extensive investigations, delays in hearings, the unavailability of witnesses, employee leaves, etc. The employee will be notified of such extensions in writing. Under no circumstances shall extensions be exercised to allow for the "pyramiding" of charges.

The Employer proposes the current language for this article. The employer says there have been no violations of the article and no grievances filed related to this article. The disciplinary policy is contained in the Sheriff's Policy and Procedure Manual, which was updated in 2002 and discussed with the Union. The Employer is willing to make some changes in the grievance procedure to address some of the concerns.

The Union's basic concerns are that the Sheriff's Policy and Procedure Manual can be changed. Also, the personnel can be changed in the future. However, if it is part of the Collective Bargaining Agreement it will remain in force until it is negotiated.

The Fact Finder understands the concerns of the Union. The willingness of the Employer, expressed in the fact-finding, to make reasonable changes in the Policy and Procedure Manual is encouraged by the Fact-finder. The Fact-finder does note that the Policy and Procedure Manual is not part of the Current Collective Bargaining Agreement and therefore cannot be part of the Fact-finder's recommendation.

RECOMMENDATION

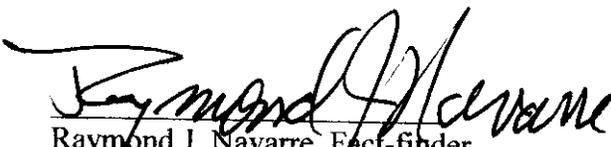
After considering the findings of fact above and the statutory criteria, the Fact-finder's recommendation is that the Collective Bargaining Agreement in **Article 23** shall be as it is in the current Collective Bargaining Agreement with the exception of **Section 23.10**. The wording of **Section 23.10**, shall be as follows.

Section 23.10. Employees may not be given a polygraph examination and/or voice stress analyzer examination or any other test questioning by means of any other device or chemical substance unless the employee provides a written consent.

Both parties agreed that the Collective Bargaining Agreement should be effective from March 8, 2005 until March 7, 2008.

The Employer, the Union, and the Fact-finder agreed that the Fact Finding Report be issued on April 4, 2005.

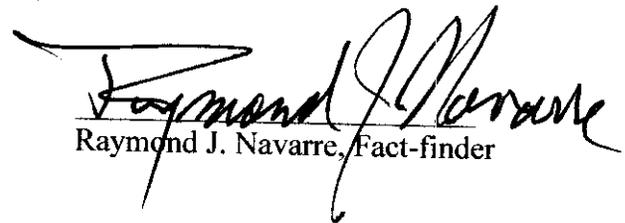
This concludes the Fact-Finding Report and Recommendations.

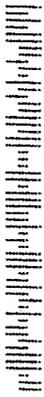

Raymond J. Navarre, Fact-finder
Dated April 4, 2005

SERB Case Nos. 2004-MED-09-0881
2004-MED-09-0882
2004-MED-09-0883

CERTIFICATE OF SERVICE

Originals of the foregoing Fact Finding Report and Recommendations were served by hand upon William A. Dunn, International Union of Police Associations, Great Lake Office, P.O. Box 252, Oak Harbor, Ohio 43449 and by hand upon Tillie A. Schiffler, Senior Consultant, Clemans, Nelson & Associates, Inc., 417 North West St., Lima, Ohio 45801 and upon Dale A. Zimmer, Administrator, Bureau of Mediation, Ohio State Employment Relations Board, 65 East State St., 12th Floor, Columbus, Ohio 43215-4213, by regular mail, this 4th day of April, 2005.


Raymond J. Navarre, Fact-finder



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