

Factfinding Report and Recommendations

EMPLOYMENT
RELATIONS BOARD

in the matter of Factfinding between

2009 MAR 16 A 10:29

The Franklin County Sheriff's Office (Civilian Employees)

and

the International Brotherhood of Teamsters Local 413

SERB Case No.: 08-MED-03-0317

Marcus Hart Sandver, PhD

Factfinder

Mediation Date: December 30, 2008
Factfinding Hearing: February 13, 2009
Recommendations Issued: March 13, 2009

Representing the Employer:

Robert D. Weisman, Attorney
Aaron L. Granger, Attorney
Schottenstein, Zox and Dunn L.P.A.
250 West Street
Columbus, Ohio 43215

Representing the Union:

Susan D. Jansen, Attorney
Doll, Jansen and Ford
111 West First Street, Suite 1100
Dayton, Ohio 45402-1156
and
Bud Raver, Vice President
Teamsters Local 413
555 E. Rich Street
Columbus, Ohio 43215

I. Background.

This dispute case arises out of the negotiations relating to the bargaining of a successor agreement which would replace the previous agreement which expired on January 7, 2007. The previous CBA which covered the members of this bargaining unit was negotiated between the Franklin County Sheriff's Office (the Employer or FCSO) and the Fraternal Order of Police/Ohio Labor Council. On February 21, 2008 Teamsters Local 413 was certified as the bargaining agent for the civilian employees of the FCSO (Unit 1). The Unit consists of 94 clerical, service, maintenance, technical, medical records clerks and dental assistant.

The parties began negotiations on the successor agreement beginning in June of 2008. The parties met several times during the Summer of 2008. In early October of 2008 a SERB mediator was called upon by the parties to help them resolve the unresolved issues. In November 2008, Marcus Hart Sandver was chosen by mutual agreement of the parties as the Factfinder to the dispute. In late December 2008 the Factfinder mediated a full day of negotiations between the parties. At the conclusion of mediation seven issues remained in dispute. The Factfinding hearing was scheduled for February 13, 2009.

II. The Hearing

A. Attendees

The hearing was called to order at 9:00AM in the ground floor conference room of the Franklin County Administrative Facility. In attendance at the hearing were:

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For the Employer:

1. Patrick Garrity Director, FCSO Management Services
2. Aaron Granger Attorney, Co-Chief Spokesperson
3. Robert Weisman Attorney, Co-Chief Spokesperson
4. Kenneth Wilson Director, OMB, Franklin County Commissioners
5. Mark Barrett Chief Deputy, FCSO
6. Scott Salsman Benefits Administrator, Franklin County Commissioners
7. Teri Decker Assistant HR Director, FCSO

For the Union:

1. Dustin Strickler Storekeeper
2. Dana Stewart Cook
3. Loressa Sloan Account Clerk I
4. Susan Waker Cook II FCSO
5. Nancy Eng Administrative Assistant I
6. Susan Jansen Attorney, Chief Spokesperson
7. Bud Raver Vice President Teamsters Local 413
8. Lisa Beck I.D. Technician
9. Hershel Wilke Sr. Storekeeper

B. Exhibits and Opening Statements

Each party submitted a multi-tabbed notebook into the record. The Employer Exhibit was labeled as County # 1. The Union Exhibit was labeled as Union # 1.

1. Teamsters Opening.

Ms. Jansen began her opening by submitting into evidence the CBA that was negotiated between the FCSO and the FOP/Ohio Labor Council which was to be in effect from August 7, 2007 until January 3, 2010. This CBA was negotiated after a Factfinding Recommendation made by Robert G. Stein on August 2, 2007. Neither party rejected the Factfinder's Recommendations. The Union petitioned SERB for an election in this Unit on February 20, 2007. The Union was certified by SERB as the bargaining agent for Unit 1 in February of 2008. Ms. Jansen moved that all tentatively agreed upon items be incorporated into the Factfinder's Recommendations. Hearing no objections from the Employer's representative, the Factfinder agreed to this motion.

2. Employer's Opening.

Mr. Granger began his opening by pointing out to the Factfinder that 598,000 jobs have been lost in the United States in the last month. Mr. Granger further stated that all levels of government in Ohio face financial crisis in 2009; the State of Ohio has a \$540 million deficit in its budget, the City of Columbus has a \$95 million deficit and in 2006 the

County had a \$55 million deficit in its budget. Despite these financial challenges, Franklin County continues to maintain an AAA rating of its bonds.

Mr. Granger informed the Factfinder that the County enters the Factfinding procedure with 3 guiding principles in mind:

1. The County will not ask the Union to give back any benefits they currently have.
2. The County will be asking the members of the bargaining unit to increase their co-pay of the health insurance premium by \$5 in 2010 and another \$5 in 2011.
3. The County Commissioners want to protect the taxpayers of Franklin County against any increase in taxes or reduction in services.

Mr. Granger pointed out to the Factfinder that neither party rejected the Factfinder's recommendations in August 2007 regarding the CBA negotiated between the FCSO and the FOP/Ohio Labor Council.

3. Union Response.

In response, Ms. Jansen stated her view that the increase in the sales tax rate in 2006 gave the County a surplus in its budget. Ms. Jansen emphasized that the negotiations between the FCSO and the IBT were different than those between the Sheriff's Office and the FOP/OLC. Specifically, Ms. Jansen pointed out that the IBT's wage proposal provides for steps in the wage schedule whereas the FOP's did not. Ms.

Jansen stated her opinion that the reason that the members of Unit 1 voted to change bargaining representatives in 2008 was out of concern for inequities in the wage schedule.

III. The Issues.

The Factfinder notified the parties that the Factfinding Hearing and Subsequent Recommendations and Report would be conducted in accordance with the administrative rules for Factfinding as promulgated by S.E.R.B. and as found in O.R.C. 4117.14(C)(4)(E). These criteria are listed as:

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

The parties were asked to present their positions on an issue by issue basis with the moving party on each issue going first.

A. Issue One – Article 15, Assignments and Transfers.

1. Union Position.

The Union position on this issue is to reinstitute the language of the 2004-2007 FOP/FCSO CBA regarding transfers and assignments.

This contract at Section 7 differs from the 2007-2010 FOP/FCSO in that the new CBA contains 3 job "series"; a clerical/secretarial series, an account clerk series, and a "no series". In filling vacancies within a series, the Sheriff is to consider five criteria in selecting an employee to fill the vacancy; A. Operational needs of the office; B. Work experience; C. The member's office wide seniority; D. Special Assignments of the position; E. Work Performance. The Language of the 07-10 contract also provides that seniority among those requesting consideration shall ordinarily be the deciding factor for selection except when the Sheriff bases the decision on one or more of the other factors listed. The 07-10 contract provides that when the Sheriff fills a vacancy that is not in a series (e.g. not clerical/secretarial or account clerk) or is at the entry level of a series, he may choose an employee who has responded to the posting or an external applicant. According to the language in the 07-10 agreement bargaining unit members are eligible for selection to fill a vacancy outside of their series. When they have met the minimum qualifications for the position, have not been rated as unsatisfactory on any criteria of their performance evaluation, are not subject to the internal affairs investigation, and do not have an active disciplinary record.

The crux of the Union's opposition to the language in Section 7 of Article 15 is that only 10 of the 18 job titles in the bargaining unit are classified as in a series and that the language added in 2007 in Section 7 creates additional barriers or hurdles that the internal applicant would have

to meet that an external applicant might not face, therefore placing the internal applicant at a disadvantage. The Union feels that the language of the 04-07 agreement gives an existing employee a priority over a new hire in filling a vacancy. The Union states in its position statement that “such priority is important for employee morale and development.”

2. FCSO Position.

The Sheriff’s position on this issue is that the new language found in Section 7 of Article 15 gives the Sheriff more flexibility in determining who he will hire to fill a vacancy. The Sheriff’s representative pointed out to the Factfinder that two grievances were filed under the 07-10 agreement relating to Article 15 Section 7 and that the employer denied both of them and that the Union did not process the grievances up through the stages of the grievance procedure past the first step.

3. Discussion.

In support of its position the Union has produced copies of the labor agreements between the FCSO and the Unit 3 employees, between the FCSO and the Deputies, between the County Commissioners and AFSCME, between the MRDD Board and OAPSE, between the Franklin County Engineer’s Office and AFSCME, and between the Franklin County Child Support Enforcement Agency and the Teamsters. All of these agreements, with the exception of the Deputies agreement which does have more restrictive selection criteria (Section 9.5 of Article 9), have language similar to the assignment and transfers language of the 04-

07 agreement between the Sheriff and the FOP in Unit II. I realize, of course, that the FCSO is not the MRDD Board, or the County Engineer, or the County Commissioners or the Child Support Agency. Nevertheless, these comparisons are persuasive.

In my view the changes in the language of Article 7 Section 15 of the 07-10 agreement are more of a headache for the Sheriff's Office than an advantage. It has already been the source of 2 grievances and does take away the priority of hiring a bargaining unit member over someone who would be new to the Department. The language the Union is proposing (or similar language) is found in many other labor agreements between labor and management at the County level.

4. Recommendation.

That the Union proposal is recommended; the proposed language from Section 7 Article 15 of the 04-07 CBA be incorporated into the labor agreement to replace the current language.

B. Issue Two – Article 18 Wages.

1. Union Position.

This issue is really five issues in one each having to do with a different section of Article 18. The issues are Section 1 – Wage increases; Section 2 – Shift differential; Section 3 – Service credit; New Section 5 – Training pay; and New Section 6 – Length of Service Lump Sum.

The first issue is the overall wage raise. The Union is proposing the establishment of a step type of wage system based on an employee's length of service (see Union Wage Proposal Appendix A). Under this system the employee would be placed at the appropriate step based on his or her classification and length of service with the first step being the entry rate, the next step the rate for those with one year of service, the next for those with two years of service, the next with those having three years of service and the next for those with ten years of service. Each step would be 1.5 percent greater than the step below it. Those who are off the scale would receive a 4 percent raise in each year of the agreement.

The second issue in this Article is Section 2 – Shift Differential. The shift differential is now 65 cents per hour and is paid to those employees for whom the majority of their working hours occurs after 3 p.m. and prior to 7 a.m. The Union is asking for 90 cents per hour shift differential and for the shift differential to be paid for any hours worked after 3pm and before 7am.

The third issue involves Section 3 – Service Credit. The 2007-2010 FOP/OLC contract provided for a lump sum payment of \$375 after 5 years of service and an additional \$75 per year over and above the \$375 for each worked beyond 5 years of service. The current Union proposal is for \$110 for each year past the 10th year of service.

The next issue involves adding a new section to Article 18, Section 5 – Training Wage. The Union proposal is that the FCSO pay time and

one half an employees' straight time hourly wage rate for those hours he or she is involved in training another employee.

The final issue involving Article 18 is also new, Section 6. Section 6 would provide a lump sum payment of \$500 each year for those employees with 4 years of service and \$1,000 per year for those employees with eight years of service.

The Union in its Exhibit # 1 under the tab marked wages provides comparability wage data for Cuyahoga, Franklin, Hamilton, Montgomery, Summit and Lucas Counties. These are the counties with the largest populations in the state of Ohio. On the list, Cuyahoga County would be the largest with 1.4 million population, Franklin County would be second with 1.1 million population. The civilian employees of each of those County Sheriff's Department are unionized, interestingly each is represented by a different labor organization. In four of the six counties, there are step type wage scales; Franklin County and Summit County do not have steps in their wage schedule. Also in the Union exhibit are comparability data for annual wage raises given to the civilian employees of the 6 Ohio counties from 2003-2010, wage raises for County departments in Franklin County, Service Credit Payments for County departments in Franklin County, wage raises given to non-union Franklin County employees for 2006 and 2007, Franklin County Annual Report, Revenue and expenditure reports for Franklin County in 2008 and 2009, correspondence between Sheriff Karnes and the FOP/OLC, several

newspaper articles from the Columbus Dispatch for 2008 and 2009 and finally several new releases put out by the Franklin County Press Room in 2007, 2008 and 2009.

2. FCSO Position.

The County position on this issue mostly involved a review of current County financial data. The first person to speak for the County on this issue was Mr. Ken Wilson, Director of the Office of Management and Budgets for Franklin County. The first point made by Mr. Wilson is that the general fund in Franklin County which is largely funded by the sales tax declined in 2008. The projections made by the OMB are that general fund revenues will drop 1.8 percent further from 2008 to 2009. Investment income for the County is expected to decline about \$11.2 million from 2008 to 2009 due to lower interest rate on federal securities. The County expects health insurance rates to rise by a projected 8.8 percent or \$1,000 per employee. Upon questioning from Ms. Jansen, Mr. Wilson testified that the County general fund balance was \$192,631,656 for the end of the fiscal year 2007-2008 and that the County likes to maintain a cash reserve equal to 30 percent of annual expenditures.

Mr. Granger continued his presentation by pointing out to the Factfinder that other counties in Southern Ohio (Clermont, Butler, Hamilton) are warning their employees to expect layoffs in 2009. Mr. Granger emphasized that county property tax receipts will fall as residential home prices decline and foreclosures increase.

Mr. Granger stated the County's opposition to a step based wage schedule. The county is proposing a 3 percent increase in 2009, a 1.25 percent increase in 2010 and a 1.25 percent increase in 2011. The County is proposing no changes in the shift differential. The county is proposing no change in the service credit. The county is not in agreement with the Union proposal for a new section 18.5 adding a training wage, neither is the county willing to provide a new section 18.6 for the lump sum payment.

In support of its position, the county representative asked the Factfinder to carefully read pages 7-18 of County Exhibit #1 and to review the calculations involving the percentage wage increases that employees would receive as a result of the corresponding effect of steps plus annual increases printed on the page behind tab 8 in County Exhibit # 1.

3. Discussion.

I carefully calculated the costs of the Unions proposal step wage schedule in Appendix A of Union Exhibit # 1 and reviewed the County's calculations of the costs of the step system in tab 8 of County Exhibit # 1. The raise data that I calculated was on a job by job basis for the five most common job titles in the unit. I have also gone over the financial data for the County as well as the comparability data supplied by the Union and the County. After running through some of the numbers, it seems to me like the union proposal would result in some pretty large wage increases. For the step D employees in the job titles ID Tech, Clerical Specialist,

Cook 1, Clerk 1 and Storekeeper 1. The first year raise (2009) would be about 6.4 percent above the 2008 raise. For the step employees in the same job titles the raises range from 7.3 percent to 7.4 percent. The next year (2010) would bring an additional 2 percent and then the third year (2011) would be another 3 percent. I know that the Union is trying to “rationalize” the pay system by eliminating some of the “outliers” hired during the early 1980’s. I understand the employer’s position too, trying to manage the budget through what could be some lean financial years ahead. Considering the internal comparables in Units 2 and 3, however, the County’s offer of 1.25 percent in 2010 and 1.25 percent in 2011 seems to be putting a disproportionate burden for balancing the budget on the members of Unit 1.

The answer lies somewhere between the two proposals, as it often does in factfinding. I also understand that there are additional issues in Article 18 other than the hourly wage increase.

The shift differential for example, an increase from 65 cents to 90 cents plus a change in the language that determines when the shift differential would be paid will result in increased costs to the Sheriff’s Office. The 25 cent per hour increase alone is a 38.5 percent increase in the shift differential. The 90 cents per hour shift differential is in the deputies agreement.

The service credit was in the 04-07 agreement and is also in the 07-10 agreement between the Sheriff and the FOP/OLC. I notice that the

Unit 2 employees of the Sheriff's Department receive a service credit equal to what the union is proposing.

Training pay is not in the 04-07 civilian agreement or the 07-10 FOP agreement. It is in the deputies agreement, but at straight time not time and a half that the union is proposing.

Length of service lump sum payment would be new to the civilian unit. It is in the deputies contract.

4. Recommendation.

Section 1 – Wage Increases.

Members of the bargaining unit shall receive the following wage increases.

January 1, 2009	3 percent increase
January 1, 2010	3 percent increase
January 1, 2011	3 percent increase

Section 2 – Shift Differential.

No changes are recommended to this section of the agreement.

Section 3 – Service Credit.

\$375 for years of continuous service

\$75 for those with six to ten years of continuous service for each additional year of service beyond the initial five years.

\$110 shall be paid to members with eleven or more years of credit for each additional year of service beyond the tenth year.

For the purposes of this Article, employees will be eligible for service credit payment based on service attained as of November 30 of each calendar year.

Section 5 – Training Pay.

It is not recommended that this section be added to the agreement.

Section 6 –Length of Service Lump Sum Payment.

It is not recommended that this section be added to the agreement.

C. Issue Three – Article 27 Health Insurance.

1. Union Position.

The Union position on this issue is to maintain status quo; that is employees pay \$50 per month for single coverage (includes children) and \$110 per month for family coverage (includes spouse) for the life of the agreement. In support of its position, the Union cites health insurance plan details for Cuyahoga, Franklin, Hamilton, Montgomery, Summit and Lucas Counties.

2. County Position.

The county's position is that premium share on the part of the employee would increase as follows:

January 1, 2009	\$50 per month single/\$110 family
January 1, 2010	\$55 per month single/\$135 family
January 1, 2011	\$60 per month single/\$160 family

In support of its position the County called Mr. Scott Salsman, County Administrator for Benefits to testify. Mr. Salsman testified that the current plan was a PPO type of plan which provides for 100 percent coverage for in network services and 80 percent coverage for out of network services. Mr. Salsman testified that the cost trend for health insurance is projected to be 11 percent per year which is an increase from the previous multi-years cost trend of 10 percent per year. Mr. Salsman testified that the County presently pays about \$5,000 per year for single employees, \$5,000 per year for spouses and \$2,000 per year for children. Children are included in the single coverage plan. Mr. Salsman testified that 57 members of Unit 1 have elected single coverage for 2008 and 39 have family coverage. Mr. Granger pointed out to the factfinder that the county proposal on health insurance for this unit is the same as that for all other county employees.

3. Discussion.

Health insurance is difficult to evaluate. Costs vary from City to City, benefits vary from provider to provider. The county proposal would raise single coverage about 10 percent per year in 2010 and 2011 and about 23 percent in 2010 for family coverage and about 19 percent in 2011. The increase in single coverage tracks the projected costs increase for the next few years. The proposed costs for additional spousal coverage is about double the cost increase for employee plus children. The county

plan is somewhat novel in my experience because family coverage really means spouse coverage in that children are included in the single plan. Health insurance coverage and costs are the topic of conversation at the highest levels of policy makers in this country. By my calculations the County is paying about \$867,000 per year in health insurance premiums for the members of Unit 1, this will increase \$88,000 and \$92,000 in years 2010 and 2011 if industry projections are correct. I think the County has made a persuasive argument for increasing health premiums in 2010 and 2011.

4. Recommendation.

The Sheriff's proposed premium share is recommended.

Premiums will be:

2009 - \$50 per month single/\$110 family

2010 \$55 per month single/\$135 family

2011 \$60 per month single/\$160 family

D. Issue Four – Article 23 – Personal Leave.

1. Union Position.

The union proposal is to increase personal leave from the current level of 24 hours per year to 40 hours per year. In support of its position, the Union cites Article 23 Section 1 of the Unit 3 agreement and Section 21.6 of the FOP Deputies Agreement; both provide for 40 hours of personal leave.

2. County Position.

The County position on this issue is to leave personal days at 24 hours for the members of Unit 1. In support of its position, Mr. Pat Garrity testified that both the Deputies and the Nurses agreed in previous negotiations to reduce their sick leave in return for an increase in personal days.

3. Discussion.

The comparability data provided by the Union for other county agencies show that the 24 hours of personal leave in Unit 1 is about the middle ground for the 9 unionized units in Franklin County. Some groups do receive 40 hours per year of personal leave (the Deputies, members of Unit 3, Employees of the Franklin County Engineer) some receive 2 personal days (Board of Mental Retardation) and apparently some don't receive any (County Commissioners and Child Support Enforcement Agency). Mr. Garrity pointed out in his testimony that the Deputies and the Unit 3 members gave up part of their sick leave for an increase in personal days. This would be a cost item for the Sheriff in a time when cost control is on everyone's mind. I don't see a persuasive argument for increasing the time off benefits for members of Unit 1.

4. Recommendation.

That no changes be made to Article 23.

E. Issue Five – Article 31 – Contracting Out.

1. Union Position.

The Union position on this issue is to place language in Article 31 that would effectively block the Sheriff from subcontracting any work currently performed by the members of Unit 1. In support of this position, the Union cites language from CBA's found negotiated in the Deputies, Unit 2, Unit 3 and the Franklin County Child Support Enforcement Agency.

2. County Position.

The County position on this issue is to maintain current contract language. Currently the Sheriff is allowed to subcontract out bargaining unit work to achieve greater efficiency, economy, or programmatic benefits. The Sheriff is required to notify the Union in advance and to consult with the Union prior to subcontracting out bargaining unit work.

In support of this position, the Sheriff's representative pointed out that the language limiting the Sheriff's right to subcontract out bargaining unit work has been in the Deputies agreement since before the passage of O.R.C. 4117 (pre 1983). The Sheriff's representative expressed his opinion that the language of Article 31 does give the Union reasonable protection against subcontracting.

3. Discussion.

I can understand both parties interests in this issue. I am reluctant to make such a sweeping change to a right that the Sheriff regards as necessary in factfinding. This is an issue that needs to be resolved in negotiations. There are strong arguments on both sides.

4. Recommendation.

That no changes be made to Article 31.

F. Issue Six – New Article 31, Injury Leave.

1. Union Position.

The Union position on this issue is to add a new article to the agreement, Article 34, which would provide for up to 1040 hours of injury leave should someone be injured on the job. This bank of leave time would be separate from sick leave and would provide an alternative to worker's compensation should someone suffer a debilitating injury on the job. Worker's Compensation provides an injury benefit but at a reduced earnings level than someone would make who was working or in paid status. In support of this proposal the Union points to AR 231 which provides for injury leave for FOP bargaining unit members and exempt employees in the Sheriff's Office. The language the Union is proposing is the same as in AR 231. The Union also pointed out to the factfinder that the County Board of Mental Retardation contracts with AFSCME and OEA also have provisions providing for assault leave. Finally, the Union representative noted that the County Commissioners contract with AFSCME provides for up to 7 days of injury leave.

2. County Position.

The County position on this issue is to oppose the addition of Article 34 to the agreement. The County argues that the members of the

bargaining unit are already covered by Worker's Compensation and FMLA should they suffer a long term injury on the job. Further, the Sheriff's representative argues that the jobs held by members of Unit 1 are not inherently dangerous and have little contact with inmates.

3. Discussion.

I think the Union has a pretty sound position on this issue. The proposed language is quite lengthy and provides for extensive procedural review by the Sheriff. While not every job in Unit 1 involves inmate contact, some do; such as the cooks and I.D. technicians. The Worker's Compensation benefit is at a reduced wage rate, FMLA leave is unpaid. While the injury leave benefit may not be used very often by the members of Unit 1 (hopefully never) I do see it as an important (and low cost) addition to the agreement.

4. Recommendation.

That the Union proposal on injury leave (Article 34) be incorporated into the agreement.

G. Issue Seven – Article 33 – Duration.

1. Union Position.

The Union position on this issue is that the agreement should be in effect from January 1, 2009 until December 31, 2011.

2. County Position.

The County's position on this issue is that the agreement should be in effect from the date of ratification until December 31, 2011.

3. Discussion.

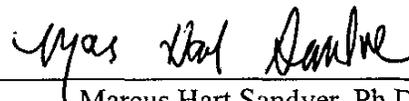
There was not much discussion of this issue at the hearing. I'm not even sure if the parties are still in dispute over this issue. I see no reason why the agreement should not be retroactive to January 1, 2009.

4. Recommendation.

That the agreement be in effect from January 1, 2009 until December 31, 2011.

IV. Certification.

This Factfinding Report and Recommendations was prepared by me based on testimony and evidence presented at a Factfinding Hearing held on February 13, 2009 in Columbus, Ohio. It is the intent of this report that all tentative agreements reached by the parties in negotiations be included in this report.



Marcus Hart Sandver, Ph.D.
March 13, 2009
Columbus, Ohio
December 4, 2008

V. Certificate of Service.

This Factfinding Report and Recommendations was mailed to the representatives of Teamsters Local 413 and the Franklin County Sheriff on March 13, 2009 by regular mail and electronic mail.

Marcus Hart Sandver

Marcus Hart Sandver, Ph.D.

Factfinder

March 13, 2009

December 4, 2008

Marcus Hart Sandver, PhD.
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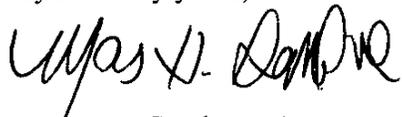
March 13, 2009

Mr. Edward Taylor
Bureau of Mediation
S.E.R.B.
65 E. State Street
Columbus, Ohio 43215

Dear Mr. Taylor:

Enclosed you will find my Factfinding Report and Recommendations involving the Franklin County Sheriff and Teamsters Local 413 (SERB Case No. 08-MED-03-0317). I have also enclosed an invoice for my services.

Very sincerely yours,



Marcus Hart Sandver, PhD
Factfinder

Enclosure