

HAND DELIVERED

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STATE OF OHIO
BEFORE THE OHIO STATE EMPLOYMENT RELATIONS BOARD

STATE EMPLOYMENT
RELATIONS BOARD

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IN THE MATTER OF FACT-FINDING	:	SERB Case Numbers:
	:	08-MED-05-0634
BETWEEN THE	:	08-MED-05-0635
	:	08-MED-05-0636
HANCOCK COUNTY SHERIFF,	:	
	:	
EMPLOYER	:	Date of Fact-Finding Hearing:
	:	November 17, 2008
AND THE	:	
	:	
OHIO PATROLMEN'S BENEVOLENT ASSOCIATION,	:	
	:	
	:	Howard D. Silver
UNION	:	Fact Finder

REPORT AND RECOMMENDED LANGUAGE OF THE FACT FINDER

APPEARANCES

For: Hancock County Sheriff, Employer

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This matter came on for fact-finding hearing at 10:00 a.m. on November 17, 2008 within a meeting room within the offices of the Hancock County Engineer, 1900 Lima Avenue, Findlay, Ohio 45840. At the fact-finding hearing both parties asked the fact finder to incorporate by reference in his recommendations the tentative agreements reached by the parties about Articles to be included in the new collective bargaining agreement: Article 12, Probationary Period; Article 15, Jury Duty; Article 17, Family and Medical Leave; Article 20, Holidays; Article 23, Internal Review Procedures/ Employee Rights; Article 26, Personnel File; Article 28, Drug/Alcohol Testing; and Article 30, Application of Ohio Civil Service Law. Among the other recommendations made by the fact finder in this report the fact finder includes all of the language tentatively agreed by the parties, including those specified above.

Both parties were afforded a full and fair opportunity to present evidence and arguments in support of their positions as to the Articles that remained unresolved. Both parties timely submitted to the fact finder pre-hearing position statements. This matter is properly before the fact finder for the purpose of preparing a report and making recommendations to the parties about language not agreed to be included in the parties' successor Agreement, file the report and recommendation with the Ohio State Employment Relations Board, and provide same to the parties.

This fact-finding proceeds under the authority of Ohio Revised Code section 4117.14 and in accordance with rules adopted by the

Ohio State Employment Relations Board found at Ohio Administrative Code section 4117-9-05.

FINDINGS OF FACTS

1. The parties to this fact-finding, the Ohio Patrolmen's Benevolent Association, hereinafter the Union, and the Hancock County Sheriff, hereinafter the Employer, are engaged in a process intended to lead to an initial collective bargaining agreement between these parties.
2. The Union negotiates on behalf of the bargaining units as a newly certified exclusive representative of the bargaining units, with prior collective bargaining agreements agreed and ratified by the Employer and the bargaining unit's prior exclusive representative, the International Union of Police Associations, AFL-CIO, Local 63.
3. The three bargaining units to be covered by the new collective bargaining agreement have a history of collective bargaining with the Employer; the bargaining units' exclusive representative is new to this continuing process between the Employer and these bargaining units.
4. Three bargaining units are to be covered by the new collective bargaining agreement, including a bargaining unit comprised of all Hancock County Deputy Sheriffs, also known as Deputy III positions, SERB case number 08-MED-05-0634.
5. At the time of the fact-finding hearing the filled Deputy III bargaining unit positions amounted to twenty-two, with four Deputy III positions within this bargaining unit having recently been vacated.

6. A second bargaining unit to be covered by the new collective bargaining agreement is comprised of seven full-time Communications Officers.
7. The third bargaining unit to be covered by the new collective bargaining agreement is comprised of five Enforcement Sergeants.

DISCUSSION AND RECOMMENDED LANGUAGE

The fact finder hereby incorporates by reference, as if fully rewritten herein, those Articles tentatively agreed by the parties for inclusion in their new collective bargaining agreement, tentative agreements reached prior to 10:00 a.m. on November 17, 2008. The fact finder recommends the inclusion of all of the tentatively agreed Articles in the parties' new Agreement.

Article 5, Dues and Fair Share Fees Deductions

Within Article 5 of the bargaining units' prior collective bargaining agreement with the Employer, a collective bargaining agreement negotiated on behalf of the bargaining units by the International Union of Police Associations, AFL-CIO, Local 63 (hereinafter IUPA), a fair share fee is agreed to be remitted to the IUPA through administrative processes overseen by the Employer. This language calls for dues to be deducted and paid through the Employer to the Union by all members of the bargaining unit, both those who choose to become members of the Union and those who choose not to become Union members.

Bargaining unit members who choose not to become members of the Union remain nonetheless full participating members of the bargaining unit and so are charged dues proportionate to the administrative costs of negotiating and administering the collective bargaining agreement. Those members of the bargaining unit who chose not to join the Union as members nonetheless, under Article 5, section 5.9, shared in the costs of administering the contractual relationship between the bargaining units and the Employer, thereby spreading these costs incurred for the benefit of the bargaining units throughout the bargaining units.

The Employer proposes that in the new collective bargaining agreement no language be included requiring a fair share fee be deducted from those bargaining unit members choosing not to join the Union. The Employer points out that fair share fees are a permissive subject of bargaining under Ohio Revised Code section 4117.09(C), and as there is no contract currently between the Employer and the OPBA, the Employer chooses to withdraw its proposal on fair share fees and decline to bargain what is a permissive, not mandatory, subject of bargaining.

The Union points out that the collective bargaining agreement between the bargaining units and the Employer most recently in effect has language within Article 5 that is in accordance with Ohio law as it relates to fair share fees. This language provided to the bargaining units' prior exclusive representative fair share fees and a process through which these fair share fees were to be paid to the bargaining units' exclusive representative. The Union

points out that while the exclusive representative of the bargaining units has changed, the need for a fair share fee has not, and urges that the language appearing within the most recent collective bargaining agreement between the bargaining units and the Employer be retained unchanged in the parties' new collective bargaining agreement.

The fact finder views the fair share fee issue to raise a question of fairness to all bargaining unit members, whether Union members or not. Whether a bargaining unit member ascribes to the policies of the Union representing the bargaining unit or not, every bargaining unit member is covered by the collective bargaining agreement which makes available to each bargaining unit member, regardless of Union membership, the guarantees and protections contained within the collective bargaining agreement. The collective bargaining agreement defines a contractual relationship between management and labor that requires administrative efforts from both sides, administrative efforts that generate costs for both sides. A fair share fee spreads throughout the bargaining unit, equally among each of the bargaining unit members covered by the collective bargaining agreement, the costs associated with the negotiation and administration of a collective bargaining agreement.

As to a refusal to bargain on a permissive subject, the Employer submitted in its pre-hearing position statement a proposal that suggested eliminating specific language within Article 5 and by so doing omit fair share fee language in the new collective

bargaining agreement. Both the Union and the fact finder received this position statement prior to the fact-finding hearing, and the refusal to bargain on this issue was raised during the course of the fact-finding hearing. The claim that bargaining has been refused on this issue is diminished by the bargaining on this issue that occurred prior to the announced refusal to bargain on this issue during the course of the hearing.

The fact finder sees no reason to exclude from consideration the most recent collective bargaining agreement ratified by the bargaining units and the Employer at a time when the bargaining units were represented by a predecessor exclusive representative. It appears that both parties to this fact-finding used as a starting point in their bargaining, including the bargaining of those Articles tentatively agreed, the language of the most recent collective bargaining agreement in effect between the Employer and the bargaining units, as negotiated by the IUPA.

It appears, therefore that the status quo from which the present parties have bargained their new collective bargaining agreement includes a fair share fee as expressed in Article 5, section 5.9. The fact finder is not persuaded that an almost identical fair share fee (only change: IUPA to OPBA) should be omitted from the parties' new collective bargaining agreement and these fees withheld from the present exclusive representative of the bargaining units. The fact finder finds it to be a matter of fundamental fairness in the operation of the bargaining unit in securing for bargaining unit members the protections and guarantees

of the collective bargaining agreement between the bargaining units and the Employer. The fact finder recommends the Union's position on this issue and recommends a continuation of the language of Article 5, including the language found in section 5.9 of Article 5, concerning fair share fees.

Because of the change in the exclusive representative of the bargaining units after the ratification of the most recent collective bargaining agreement and before the initiation of bargaining the new collective bargaining agreement, the most recent collective bargaining agreement contains citations to the I.U.P.A. It is recommended by the fact finder, and approved by both parties, that wherever the I.U.P.A. is indicated in prior language to be brought forward to the new collective bargaining agreement, the I.U.P.A. designation be changed to the O.P.B.A. designation. In Article 5 this change occurs in sections 5.1, 5.2, 5.3, 5.6, 5.7, 5.8, and 5.9. The fact finder also recommends adding an "m" in Article 5, section 5.9(B) to make "who" "whom", and in Article 5, section 5.9(D) adding an "a" before "member", both for purposes of correct syntax. Except for these changes and the changes from I.U.P.A. to O.P.B.A, the fact finder recommends that Article 5, as it appears in the most recent collective bargaining agreement between the bargaining units and the Employer, be brought forward unchanged to the parties' new collective bargaining agreement.

RECOMMENDED LANGUAGE - ARTICLE 5, DUES AND FAIR SHARE FEES
DEDUCTIONS

Section 5.1. The Sheriff agrees that he will deduct from the first pay period of each month from each employee who certifies in writing on an authorization signed individually and voluntarily of his desire that such deductions be made, monthly dues or fees, when authorized by the O.P.B.A. No deduction shall be made until the employee has completed one hundred twenty (120) days of employment. The signed authorization must be presented to the County Auditor's Office by the employee or the employee's designee.

Section 5.2. In the case of new employees, the first deduction will include the required initiation fee and/or dues. Notice of the amounts of the above deductions will be furnished to the Sheriff by the O.P.B.A. Changes in rates of deduction shall be effective thirty (30) calendar days after notice is received by the Employer or on the next payday from which dues are customarily deducted, whichever is later.

Section 5.3. The Sheriff further agrees that the above deductions together with a list of the employees for whom the deductions are made will be forwarded to the Financial Secretary of the O.P.B.A. not later than the 27th day of each calendar month. Once dues are remitted to the O.P.B.A., their disposition thereafter shall be its sole obligation and responsibility.

Section 5.4. Current Agreement.

Section 5.5. Current Agreement.

Section 5.6. The O.P.B.A. shall indemnify and hold the Sheriff's Office harmless from any and all claims, demands suits or other forms of liability that arise out of reason of action taken or not taken by the Sheriff for the purpose of complying with any of the provisions of this article or any errors or omissions by the Hancock County Auditor or his office.

Section 5.7. Deductions provided for in this Article are further subject to the procedures and regulations for the County Auditor and shall only be made during one pay period each month. In the event a deduction is not appropriately made for any O.P.B.A. member during any particular month, the Sheriff, upon written verification from the O.P.B.A. will make the deduction during the next pay period that union dues would normally be deducted, but only if the deduction does not exceed the total of two (2) months regular dues. Such claim of error must be submitted to the Sheriff not more than sixty (60) calendar days after the error was made.

Section 5.8. All dues deductions, at the Sheriff's option and upon ten (10) calendar days written notice by certified mail to the O.P.B.A. may be cancelled upon the termination date of this

Agreement. All dues deductions for any month in which the O.P.B.A. members individually or collectively engaged in a work slow-down, or any concerted effort to interfere with public service, may be cancelled at the Sheriff's option upon twenty-four (24) hours notice to the O.P.B.A.

Section 5.9.

- A. Bargaining Unit members who are not members of the O.P.B.A. shall, as a condition of employment, pay to the O.P.B.A. a fair share fee. The amount of the fair share fee shall be determined by the O.P.B.A., but shall not exceed dues paid by members of the O.P.B.A. who are in the Bargaining Unit. Such fair share fees shall be deducted under and for the purposes set forth in Appendix A which is incorporated herein by reference. Such fair share fee shall be certified by the O.P.B.A. to the Sheriff at such times during the term of this Agreement as necessary to be accurate. Such payments shall be subject to an internal O.P.B.A. rebate procedure meeting all requirements of state and federal law.
- B. For the duration of this Agreement, such fair share fees shall be automatically deducted by the Sheriff from the payroll check of each Bargaining Unit member who is not a member of the O.P.B.A. The automatic deductions shall be made in the first pay period of each month and are subject to the regulations and procedures of the County Auditor. The Sheriff agrees to have the Hancock County Auditor furnish the Financial Secretary of the O.P.B.A. once each calendar month, a warrant to the aggregate amount of the fair share fees deducted for that calendar month, together with a listing of the Bargaining unit members for whom said deductions are made.
- C. The automatic deductions shall be initiated by the Sheriff whenever a Bargaining Unit member who is not a member of the O.P.B.A. has completed his first one hundred twenty (120) days of employment.
- D. This section shall not require any employee to become or remain a member of the O.P.B.A.
- E. The fair share fee is strictly to finance the proportionate share of the cost of collective bargaining, contract administration and pursuing matters directly affecting wages, hours, and other terms and conditions of employment of bargaining unit members.

Article 9 - Hours of Work and Work Schedule

Both parties have proposed changes to the language of Article 9 within their new collective bargaining agreement. The Employer has suggested changes to section 9.1 that would change annual shift bidding to six-month shift bidding in accordance with a memorandum of understanding dated October 17, 2005; section 9.2 that would also change an annual bidding schedule to a six-month bidding schedule among deputies working transport/warrant, in accordance with a memorandum of understanding dated October 17, 2005, and would also include new language that called for vacation bidding procedures outlined in Article 19 to be completed within a six-week period. The Employer proposes adding language to Article 9, section 9.3 that would allow flexibility in scheduling investigators working drug investigations. The Union agreed to the changes proposed by the Employer to Article 9, sections 9.1, 9.2, and 9.3, and these changes are recommended by the fact finder.

The Union proposes adding language to Article 9, section 9.4 that would limit the Employer's right to revise start times for shifts, without consultation or approval of the bargaining unit, to "occasionally." The Union also proposes adding language to this section that specifies any changes to the start time of a shift in effect for more than one work day is to be considered a schedule change subject to the notice provisions of section 9.12 of this Article.

The Employer opposes the changes proposed by the Union for Article 9, section 9.4, pointing out that current language allows

flexibility in meeting the coverage needs of the Hancock County Sheriff's Office, especially among deputy sheriffs whose compliment is substantially lower than had been the case in prior years. The Employer claims that the revision of starting times for shifts has not been a problem between the bargaining units and the Employer, noting that no grievance or complaint had been filed about this practice. The Employer claims that this is a practice that is limited in its use by the Sheriff but necessary to the safety of Hancock County.

The fact finder is not persuaded that inserting the term "occasionally" in Article 9, section 9.4 benefits the working relationship between the parties. "Occasionally" is a term that is imprecise and therefore subject to ambiguity and disagreement. The insertion of the term "occasionally", in the opinion of the fact finder, creates ambiguity between the parties about what has been agreed and therefore the fact finder declines to recommend this particular proposal.

As to the notice requirements found in Article 9, section 9.12, that the Union proposes for inclusion within Article 9, section 9.4, the fact finder also declines to recommend the inclusion of this language. The fact finder is reluctant to impose upon the Employer a new obligation that is opposed by the Employer in the absence of evidence of an existing problem for which the new obligation is intended to be a solution. The fact finder finds insufficient grounds at this time to impose such a new obligation

upon the Sheriff in an area that affects coverage and response times for which there has not been shown a pressing need.

The fact finder recommends that the language of Article 9, section 9.4 be brought forward unchanged to the parties' new collective bargaining agreement.

Both parties agreed to the change from I.U.P.A. to O.P.B.A. in Article 9, section 9.5.

The Union also proposes two new sections be added to Article 9, sections each referred to as Article 9, section 9.x. The fact finder will refer to the proposed sections as Article 9, section 9.14 that addresses shift bidding procedures and originates in language of a memorandum of understanding dated October 17, 2005; and Article 9, section 9.15 that limits the Employer's power to force an employee into an overtime situation when the employee is on a vacation day or a regular day off that abuts a previously scheduled vacation day, except in an emergency, as determined by the Sheriff. The Employer agreed to include the language proposed by the Union in Article 9, sections 9.14 and 9.15. The fact finder therefore recommends the changes proposed by the Employer in sections 9.1, 9.2, 9.3, and 9.5; does not recommend the changes proposed by the Union for Article 9, section 9.4; and does recommend the new language proposed by the Union for inclusion within Article 9, sections 9.14 and 9.15.

RECOMMENDED LANGUAGE - Article 9 - Hours of Work and Work Schedule

Section 9.1. The normal basic work schedule for Deputies (Deputy III) working road patrol, Enforcement Sergeants working road patrol and Communications Officers will be based upon eight (8) hours per day, eighty (80) hours per pay period. Bargaining unit members will be assigned to specific shifts on a five (5) day, two (2) consecutive days off rotating schedule, with six (6) month shift bids (Memorandum of Understanding October 17, 2005).

Section 9.2. The normal work schedule for deputies working Transport/Warrant will be based upon five (5) consecutive eight (8) hour shifts, with two (2) consecutive days off with six (6) month shift bids (Memorandum of Understanding October 17, 2005).

The OPBA understands and agrees that the shift bidding procedure and vacation bidding procedure outlined in Article 19 be completed in a six (6) week time period. The six (6) week time period shall start with the publication and distribution of the new work schedule to the OPBA Representative. The bidding procedure shall start no earlier than three (3) months prior to the expiration of the current schedule unless agreed to by both parties (Memorandum of Understanding October 17, 2005).

SECTION 9.3. The normal work schedule for deputies working as Investigators, (which includes Sergeants and Deputy III's) will be permanent and will consist of five (5) consecutive eight (8) hour shifts with two (2) consecutive days off. The work hours for Investigators will normally coincide with court hours, however, if the Employer decides to open an investigator position for other than day shift, the position will be posted for job bids. If no one bids, the Employer may assign the least senior qualified investigator to the shift.

The OPBA recognizes that work requirements for the Deputy III assigned to the Drug Investigations (Findlay/Hancock County METRICH Drug Task Force) requires flexibility in hours of work.

The Deputy III currently assigned to the Drug Investigations (Findlay/Hancock County METRICH Drug Task Force) has agreed to work hours that coincide with the Findlay Police Department Drug Unit which is also assigned to the METRICH Drug Task Force.

With the consent of the Deputy III Drug Investigator, and for the effectiveness of the operation, the OPBA agrees with the fluctuation of hours of work to coincide with the Findlay Police Department Drug Unit (Letter of Understanding February 28, 2006).

Section 9.4. Current Agreement.

Section 9.5. The Employer will develop an annual shift bid procedure which shall be administered by a member of the O.P.B.A., who shall be designated by the O.P.B.A.

Sections 9.6 - 9.13. Current Agreement.

Section 9.14. The shift bidding procedure described in this Article will be completed in six (6) week time period. The six (6) week time period shall start with the publication and distribution of the new work schedule to the Union. The bidding procedure shall start no earlier than three (3) months prior to the expiration of the current schedule unless agreed to by both parties.

Section 9.15. The Employer agrees not to force an employee in for overtime coverage when an employee is on a vacation day, or a regular day off that abuts a previously scheduled vacation day, except in an emergency, as determined by the Sheriff.

Article 14 - Sick Leave and Leave of Absence

The Employer proposed and the Union agreed that Article 14, section 14.3 be amended to delete the requirement for the notarization of a sick leave application. Both parties also agreed to include "of" within Article 14, section 14.8 to correct a syntactic error therein.

The Employer proposes adding language to Article 14, section 14.14 that describes a disability separation process, and proposes adding a new Article 14, section 14.15 that obligates the Employer to develop, within thirty days of the execution of the new collective bargaining agreement, a transitional work/modified duty policy for bargaining unit employees.

The Union sees no need for the additional language proposed for Article 14, section 14.14, noting that a single employee one year ago presented circumstances that involved a disability separation from employment. The Union sees no need for this language and therefore suggests that prior language be retained.

As to Article 14, section 14.15, the Union proposes its own new language to be included in Article 14, section 14.15, relating to light duty for those bargaining unit members who find themselves unable to perform the duties of their regular positions. The Union argues that the language proposed for Article 14, section 14.15 by the Union does nothing more than describe an employment policy that has been implemented by the Sheriff at his discretion.

The fact finder declines to recommend any of the new language suggested by the parties for Article 14, section 14.14 or Article 14, section 14.15. The fact that the Employer has faced one unusual circumstance a year ago involving a single employee does not convince the fact finder that there is a problem of sufficient severity or complexity that the Union's opposition to this new language should be overruled. The fact finder also finds that if the Employer intends to develop a transitional work/modified duty policy for bargaining unit employees, it may do so without memorialization of this intention in the parties' collective bargaining agreement. Likewise, the Union does not require contractual language to comment to the Sheriff on the strengths and weaknesses of the transitional work/modified duty policy developed by the Employer. The fact finder finds no compelling reason at this time to burden the parties with additional obligations as expressed within the language proposed for Article 14, sections 14.14 and 14.15. The fact finder therefore recommends that except for the changes suggested above for Article 14, sections 14.3 (dropping notarization of sick leave application) and 14.8 (correct an error

of syntax), the rest of Article 14 in the prior collective bargaining agreement be brought forward unchanged for inclusion in the parties' new collective bargaining agreement.

RECOMMENDED LANGUAGE - ARTICLE 14 - SICK LEAVE AND LEAVES OF ABSENCE

Sections 14.1 - 14.2. Current Agreement.

Section 14.3. A member requesting sick leave shall complete an application form for use of sick leave. The Sheriff may require a member to furnish a certificate stating the type of the member's illness or that the member was required to care for a family member, from a licensed physician or dentist to justify the use of sick leave. Falsification of either the application for sick leave or a physician's certificate shall be grounds for dismissal.

Sections 14.4 - 14.7. Current Agreement.

Section 14.8. Members who have exhausted all sick leave credits may, at the discretion of the Sheriff be granted a leave of absence without pay for a maximum period of six (6) months. Employees utilizing sick leave that is designated FML and employees who have been granted an extended leave of absence by the Sheriff 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 by phone once every 30 days.

Sections 14.9 - 14.14. Current Agreement.

Article 18 - Layoff and Recall

The Employer proposed and the Union agreed that what had been paragraph A within Article 18, section 18.3, be deleted, and the remaining paragraphs, B and C, be relettered A and B, respectively. Both parties also agreed that the reference to the I.U.P.A. in Article 18, section 18.7 be changed to O.P.B.A.

The Employer proposes new language within Article 18, section 18.10 that specifies that the language of Article 18, an Article that addresses layoff and recall, supersedes the language of Ohio

Revised Code sections 124.321 and 124.328. The Employer argues that the proposed language simply mirrors the intention of the parties as expressed within their new collective bargaining agreement. The Union does not dispute the primacy of the contractual language but sees no reason to include the language proposed by the Employer expressing the priority of this language.

The fact finder recommends the change proposed by the Employer for Article 18, section 18.10. The agreed language between the parties as to layoff and recall in Article 18 is clearly intended by the parties to supersede statutory language on these subjects in Ohio Revised Code sections 124.321 and 124.328, and the statement of this intention by the parties in their new contract does nothing more than make explicit this joint intention. The fact finder therefore recommends the changes proposed by the Employer for Article 18 in the parties' new collective bargaining agreement.

RECOMMENDED LANGUAGE - ARTICLE 18 - LAYOFF AND RECALL

Section 18.1 - 18.2. Current Agreement.

Section 18.3. An employee who is laid off may use his seniority within the Sheriff's Office to bump an employee in a lesser classification with less seniority, provided he is able to immediately perform the work and has completed the required certification. Bumping shall be permitted as follows:

- A. A senior Enforcement Sergeant may bump a less senior Deputy III or Communications Officer.
- B. A senior Deputy III may bump a less senior Communications Officer.

An employee bumping into another classification shall be paid at the rate for that classification. No employee shall use his seniority to replace an employee in a higher classification. The

right to bump into another classification is limited to twenty-four (24) hours after receiving notice of layoff.

Sections 18.4-18.6. Current Agreement.

Section 18.7. Notice of recall from a long term layoff shall be sent to the members by certified or registered mail with a copy to the O.P.B.A. The Sheriff shall be deemed to have fulfilled his obligation by mailing the recall notices as above provided to the last mailing address provided by the member.

Sections 18.8-18.9. Current Agreement.

Section 18.10. The parties agree that the layoff and recall provisions of Article 18 specifically supersede the provisions of R.C. 124.321 through 124.328 as they apply to bargaining unit employees.

Article 19 - Vacation

The Employer proposes that language be added to Article 19, section 19.1 that would make explicit that an employee's hire date with the Hancock County Sheriff's Office, not the prior vacation service date from another public agency, shall be used to determine vacation carryover, as well as to determine maximum vacation accumulation within the Hancock County Sheriff's Office in accordance with language contained within a memorandum of understanding dated May 2, 2007. The Union does not oppose the language proposed by the Employer for Article 19, section 19.1 and the inclusion of this language in the new Agreement is therefore recommended by the fact finder.

The Union proposes that the language of Article 19, section 19.1 be amended to reflect an accrual of monthly vacation based upon years of service rather than retaining language that refers to being "...entitled to vacation leave..." The Union also proposes a change to the rate of accrual of vacation leave by reducing to

twenty-one years, from twenty-five years, the number of years of service needed to accumulate annual vacation leave in the amount of 200 hours.

The Union also proposes language that explicitly states that employees shall be permitted to use vacation time as it is accrued. The remaining language proposed by the Union for Article 19 specifies that the hire date is to be used to determine vacation carryover and maximum vacation accumulation.

The fact finder fails to find a need to change the language from "entitled to vacation leave" to "...accrue monthly vacation..." and also fails to see the need for the increase in the rate of vacation accrual, down from twenty-five years to twenty-one years for the maximum 200 hours per year accrual. While increased vacation leave is always beneficial to an employee, a consideration of increased costs inherent in increased vacation accrual must militate in this case against the more liberal vacation benefit suggested by the Union.

The Union also proposes new language be added to Article 19, section 19.2 which refers to a six-week bidding procedure for vacation, language that was proposed for inclusion by the Employer in Article 9, section 9.1 and agreed by the Union, language originally found in a memorandum of understanding dated October 17, 2005.

The fact finder therefore recommends the language proposed by both parties for Article 19, section 19.1, with the exception of the proposed change to the number of service years needed to accrue

vacation hours. The fact finder sees no harm in including language about vacation being available for use upon accrual, a position both parties accept. This language is therefore recommended by the fact finder. The fact finder recommends that vacation accrual rates be retained in the parties' new collective bargaining agreement as they existed in the predecessor Agreement. The fact finder recommends the inclusion of the language proposed by the Union for Article 19, section 19.2.

RECOMMENDED LANGUAGE - ARTICLE 19 - VACATION

Section 19.1. All full-time bargaining unit employees shall be entitled to vacation leave as follows:

<u>YEARS OF COMPLETED SERVICE</u>	<u>ANNUAL VACATION</u>	<u>MAX. ALLOWED TO ACCUM.</u>	<u>HRS. ACCUM. PER 80 HRS. PAY</u>
1-7	80 hours	240 hours	3.1 hours
8-14	120 hours	360 hours	4.6 hours
15-24	160 hours	480 hours	6.2 hours
25 & over	200 hours	600 hours	7.7 hours

No vacation leave shall be carried for more than three (3) years. The employee's hire date with the Hancock County Sheriff's Office, and not the prior vacation service date from another public agency shall be used as the date for vacation carryover. Any vacation over the maximum allowed to accumulate above shall be deleted from the books at the employee's hire date with the Hancock County Sheriff's Office (Letter of Understanding May 2, 2007).

Section 19.2. Bargaining unit employees shall follow the following procedure for the scheduling of vacation time. The Employer shall distribute a vacation calendar in each division during the month of January of each year. Employees may request, prior to January 31, the dates for the vacation period (February 1 through January 31) on which they prefer to use their accumulated vacation. Such requests shall begin with the most senior employee and shall be honored on the basis of the employee's seniority with the Employer. This bidding procedure shall be completed in a six (6) week time

period. The six (6) week time period shall start with the publication and distribution of the new vacation calendar to the Union. The bidding procedure shall start no earlier than three (3) months prior to the expiration of the current schedule unless agreed to by both parties.

Open vacation requests of one (1) week or more will be posted on the bulletin board in the division where the employee is working as soon as practicable after the vacation request is open. The posting period will be for seventy-two (72) hours. At the end of the posting period, the open vacation will be awarded to the senior employee requesting the vacation, subject to the limitation in Section 19.3.

Employees will not be permitted to trade vacation time periods.

Vacation time shall be available for use upon accrual.

Sections 19.3-19.6. Current Agreement.

Article 22 - Insurance

Within the language of the prior collective bargaining agreement, bargaining unit members participating in health care insurance coverage provided by the Employer were required to pay amounts in excess of their monthly scheduled premium amount but no more than twenty-five percent above the monthly scheduled premium amount. The Employer proposes that any cap language within Article 22, section 22.1 be deleted from the parties' new collective bargaining agreement. The Union proposes that the cap language be reduced from twenty-five percent to fifteen percent.

The Employer has pointed out that the bargaining unit members are members of a health insurance coverage pool that covers a variety of county employees and therefore spreads the risk and costs of this coverage among the pool participants. The Employer points out that only these bargaining units have a cap on

additional premiums and the Employer points out that by removing this language these bargaining unit members come into line with the terms and conditions of coverage under which all other pool members live.

The Union stresses the precarious financial circumstances of bargaining unit members and the burden of additional health care payments when imposed on budgets that are already stretched to the limit. The Union contends that its proposal as to insurance premium caps are in line with other jurisdictions.

The Union also proposes language that would limit to one employee from each bargaining unit a representative to participate in county-wide health insurance committee meetings where changes to health plans are discussed. The Employer sees no reason why each of the bargaining units should have a representative but otherwise voiced little opposition to this language.

The fact finder finds real merit in members of a health insurance coverage pool bearing the same risks throughout the pool. The purpose of the pool is to spread risk and costs, and to carve out a subset of members of the pool for special treatment contradicts the purpose of the pool, the uniform application of rules, risks, and costs throughout the coverage pool.

The fact finder recommends, however, that the twenty-five percent cap be retained. It is doubtful that health care costs are going to rise in the near term such that a twenty-five percent cap on excess premium payments would apply, but if there is an increase due to increased health costs below twenty-five percent, the

bargaining unit members will share in this responsibility in equal measure to all other coverage members. The reduction of the cap to fifteen percent is found by the fact finder to be unwarranted, but deleting completely whatever safety is afforded by the cap without the agreement of the Union and its membership is an action that the fact finder is not prepared to recommend at this time.

The fact finder does recommend the limitation of one representative from each bargaining unit to participate in the county-wide health insurance committee. Such participation will not unduly burden the workings of the committee and will allow an opportunity for each of the bargaining units to participate in the committee and to be informed of its work.

RECOMMENDED LANGUAGE - ARTICLE 22 - INSURANCE

Sections 22.1-22.2. Current Agreement.

Section 22.3. Should the coverage provided to other County employees, by and through the Hancock County Commissioners Office, be changed or altered such changes shall be applicable to the coverage herein provided effective and concurrent with its application to all other county employees. One (1) employee from each bargaining unit will be permitted to participate in County-wide Health Insurance Committee meetings to discuss any such changes to health insurance benefits.

Section 22.4-22.7. Current Agreement.

Article 24 - Uniforms, Allotments and Reimbursement

The Employer proposes that language be added to Article 24, section 24.1 that would require requests for replacement of uniforms be made as scheduled by the Sheriff's Office in the spring and autumn of each year. The Union had no objection to this

language and it is recommended by the fact finder for inclusion in the parties' new collective bargaining agreement.

Both the Employer and the Union recommend changes to Article 24, section 24.4, with the Employer proposing language that specifies that unused annual uniform allotments do not carry over to the following year. The Union proposes changing the language of Article 24, section 24.4 to require an annual check for \$600.00 be delivered to each bargaining unit member who is permanently assigned duty that does not require the wearing of a uniform. The Union claims that this will reduce administrative hassles that are now encountered when clothing must be found, priced, approved, and then purchased. The Union argues that by simply issuing a check to each qualifying bargaining unit member the purchase of the clothing is simplified and the process made more efficient.

The fact finder recommends the language proposed by the Employer as to the absence of a carryover of unused uniform allowance allotments. This benefit is intended to be used on an annual basis and there is no reason to carry over unused funds from one year to the next.

The fact finder is unable to recommend the new system proposed by the Union, a proposal opposed by the Employer. To issue a \$600.00 check for the purchase of clothing to be used while on duty and not in uniform would simplify the purchase of this clothing, but there is nothing to guarantee that all of the money spent from this \$600.00 allotment would be spent on clothing for non-uniformed duty hours. There is also the matter of not spending the entire

amount and in effect rewarding the recipient with cash for not spending all of the money provided for the particular purpose of buying clothing for plain clothes assignments. The fact finder acknowledges the extra administrative effort and costs in approving clothing purchases under Article 24 but finds these burdens to comprise a reasonable procedure associated with this \$600 annual benefit.

RECOMMENDED LANGUAGE - ARTICLE 24 - UNIFORMS, ALLOWANCES, AND REIMBURSEMENTS

Section 24.1. The Sheriff shall designate and furnish the type, style and kind of uniforms to be worn by employees of the Sheriff's Office. The Sheriff will furnish to each employee a minimum number of each type of required uniform and associated equipment. The number of uniforms furnished shall be sufficient to permit the employee to comply with the provisions of the Sheriff's Office Rules & Regulations and Policy & Procedures regarding uniform appearance. The Sheriff's Office shall be responsible for cleaning, minor repairs and maintenance under its control, provided however that uniforms which are destroyed or severely damaged other than during the course of a member's employment shall be replaced by the employee at the employee's expense. Employees shall cooperate in insuring that the uniforms are delivered as required by the Sheriff for cleaning and repair. Requests for replacement uniforms, portions and/or equipment shall be made through the employee's immediate supervisor and the employee shall return to the Employer all uniforms and equipment that are not fit for use at time of replacement. Such requests for replacement uniforms will be made as scheduled by the Sheriff's Office in the spring and autumn of each year.

Sections 24.2-24.3. Current Agreement.

Section 24.4. Bargaining unit members who are permanently assigned duty which does not require the wearing of a uniform will be given a clothing allowance to purchase the clothing the employer desires them to wear while on duty. This allowance shall not exceed Six Hundred Dollars (\$600.00) per year and remaining allowance dollars do not carry over to the next year. The member shall present a completed "REQUEST TO PURCHASE" form to the Sheriff indicating items needed, cost and reason for need. Upon approval the member would make the authorized purchase and then present the paid receipt to the Sheriff for reimbursement. Worn out clothes which

are being replaced must be turned in concurrent with paid receipts for the new clothes. An employee who is promoted or transferred to a position which does not require the wearing of a uniform shall turn in his/her uniforms and shall be given a prorated portion of the above yearly allowances computed on the remaining months of the year and the full amount in the following year.

Sections 24.5-24.7. Current Agreement.

Article 29 - Miscellaneous

The Union has proposed that language be added to Article 29, section 29.2 that would require that county vehicles be assigned to detective sergeants, enforcement sergeants, and deputies III, and that these vehicles be permitted to be used for travel to and from work but for no other personal use. The Union points out that this is the case presently and the language proposed does nothing more than memorialize a continuing present practice by the Employer.

The fact finder does not recommend the changes proposed by the Union for Article 29, section 29.2 because such a change would create a contractual obligation on the part of the Employer to assign a county vehicle to each detective sergeant, enforcement sergeant, and deputy III. The Sheriff has the discretion to make such an assignment but without the language proposed by the Union the Employer is not required to make such an assignment. The fact finder finds the assignment of vehicles to be a management decision of the Hancock County Sheriff and such assignments are better left to that discretion rather than an express, contractual guarantee that such assignments are to be made and are to be continued in effect. The fact finder recommends that the language of Article 29

be retained in the parties' new collective bargaining agreement unchanged.

RECOMMENDED LANGUAGE - ARTICLE 29 - MISCELLANEOUS

Section 29.1-29.4. Current Agreement.

Article 31 - Duration

Both parties agreed to change the designation I.U.P.A. to O.P.B.A. in sections 31.1 and 31.3 of Article 31. These changes are recommended by the fact finder.

The Union proposes that the new collective bargaining agreement between the parties conclude on December 31, 2010. The Union desires to have the parties' new collective bargaining agreement conclude at the same time as the conclusion of Hancock County's fiscal year, December 31 of each year. The Union is aware that the fact finder is unable to recommend a contractual term longer than three years and therefore proposes the shorter contractual term so as to align the conclusion of the new collective bargaining agreement with the end of Hancock County's fiscal year.

The Employer does not agree to the shorter contractual term for the new collective bargaining agreement, proposing that the new collective bargaining agreement take effect at its ratification and execution, and continue until March 8, 2011.

The fact finder declines to recommend the shorter contractual term proposed by the Union, not for any flaw within its reasoning

but primarily because of the complications that would occur in understanding the new collective bargaining agreement as written. Past collective bargaining agreements have run from March 8 of the initial year and have spanned three years. Wages, bidding procedures, and other processes contemplated by the contract are written with that span of time in mind. The fact finder is convinced that the change of the term of the parties' collective bargaining agreement is better left to negotiations between the parties rather than the imposition of a change by a third party without the agreement of both parties. The fact finder is not unsympathetic to the Union's desire to match negotiations to budgeting processes of the legislative authority within Hancock County, but at this time, under these circumstances, the fact finder is not prepared to recommend a change to the contractual term in the absence of an agreement by both parties. Lacking such an agreement the fact finder relies on the status quo and recommends a full three-year term that is to begin on March 8, 2008 and extend to March 7, 2011.

RECOMMENDED LANGUAGE - DURATION

Section 31.1. The Agreement shall upon its execution by duly authorized representatives of the O.P.B.A. and the Sheriff's Office become effective as of March 8, 2008 and shall remain in full force and effect to and including midnight March 7, 2011.

Section 31.2. Current Agreement.

Section 31.3. Written notice provided herein shall be given by personal service or by certified mail to be served upon or mailed to the Hancock County Sheriff, 200 West Crawford Street, Findlay, Ohio 45840 and if upon the O.P.B.A., by serving same upon the President of the local unit by mailing to the O.P.B.A.

Either party may, by like written notice, change the address to which certified mail notice to it shall be given.

Section 31.4. Current Agreement.

Article 21 - Wages

The Employer proposes a two percent annual wage increase for each of the three years of the term of the new collective bargaining agreement, beginning with the date of the execution of the new collective bargaining agreement, followed by a two percent wage increase on March 8, 2009, followed by a two percent wage increase on March 8, 2010.

The Union proposes a 2.8% wage increase retroactive to March 8, 2008, followed in 2009 by a four percent annual wage increase, followed by another four percent wage increase in 2010.

As to Article 21, section 21.2, Longevity Pay, the parties agreed to add to this section longevity payments for service years twenty-one, twenty-two, and twenty-three, to be 8.25%, 8.50%, and 8.75%, respectively, an increase of .25% per year. In addition to this agreed change, the Union proposes that longevity pay include .25% increases for service years twenty-four and twenty-five.

The Employer has proposed changes to Article 21, section 21.7 that would deny compensatory time to bargaining unit members hired after December 1, 2008, and the Employer seeks to reduce the maximum number of accrued compensatory leave hours, changing the maximum number of hours from 240 to 180 for sergeants and communications officers, and from 360 to 180 among deputies III. The Employer proposes that within section 21.8 the maximum number

of compensatory leave hours that may be accrued for cash out at termination, retirement, or death be reduced from 240 hours to 180 hours among sergeants and communications officers, and from 360 hours to 180 hours among deputies III.

The Employer proposes that new time limits be imposed on requests for the use of compensatory time that would require twenty-eight days of advance notice for requests of three compensatory leave days or more. Leave requests of less than three days but more than one day would require fourteen days of advance notice, with a one day compensatory leave request requiring seven days advance notice. The Employer proposes language that would allow bargaining unit members to cash in up to eighty hours of accrued compensatory time, with up to forty hours cashed in in June and up to forty hours cashed in in December of each calendar year.

Both parties have proposed changes to Article 21, section 21.9. The Employer proposes an increase from \$.60 per hour to \$.75 per hour to compensate the duties of an Officer in Charge. The Union proposes an increase to the hourly differential paid to an Officer in Charge from \$.60 per hour to \$1.50 per hour.

There are a number of changes to Article 21 suggested by both parties and not all of them are opposed. The fact finder finds the Employer's proposal on changes to longevity pay, to conclude at twenty-three years at 8.75%, sufficient at this time. Further extensions can be the subject of future bargaining. A pay supplement of 8.75%, even at twenty-three years of service, is a substantial bonus, and remains substantial for service years

twenty-four and twenty-five at that level. The fact finder recommends the Employer's proposal on longevity payments that was not opposed by the Union, adding twenty-one years, twenty-two years, and twenty-three years to the longevity pay schedule, at 8.25%, 8.50%, and 8.75%, respectively.

As to allowing bargaining unit members to cash out up to eighty hours of compensatory time annually with up to forty hours in June and up to forty hours in December, the Union does not oppose this language and this language is recommended by the fact finder.

The fact finder does not recommend the additional language that would impose the time schedule proposed by the Employer for requesting the use of compensatory time. This part of the Employer's proposal was opposed by the Union and the fact finder is not persuaded that reasonably timely requests for the use compensatory time off present a problem, at this time, that requires new contractual language.

The fact finder does not recommend language prohibiting new hires from accumulating compensatory time. The division such a provision would engender in the bargaining units is opposed by the Union as detrimental to the internal cohesion of each of the bargaining units. The fact finder defers to the Union's concerns on this point.

What remains are the amounts of the annual wage increases and reductions in maximum accruals of compensatory time.

As to wages, the fact finder recommends that the bargaining unit members receive a 2.8% wage increase retroactive to March 8, 2008; that a 2.8% wage increase occur on March 8, 2009; and a 2.8% wage increase occur on March 8, 2010. The fact finder examined the evidence presented in support of the parties' respective wage proposals, considered the pressure of inflation and maintaining, in a general sense, a position in the hierarchy of wages among bargaining units doing similar work in counties abutting Hancock County. The position of the bargaining units relative to similarly situated bargaining units in surrounding counties is roughly slightly above the middle in a listing of wages among counties contiguous to Hancock County. The 2.8% annual increase over the next three years, retroactive to March 8, 2008, is at the same level as that agreed by sergeants in a separate bargaining unit and other county employees.

It is the understanding of the fact finder that the Hancock County Commissioners, the legislative body responsible for formulating the budget of the Hancock County Sheriff's Office, were aware that the bargaining units' collective bargaining agreement with the Hancock County Sheriff was coming to an end on March 7, 2008, and knew that annual wage increases would be a subject of bargaining in negotiating the successor collective bargaining agreement. The fact finder believes that because of this knowledge budgetary provisions would have been taken with this circumstance in mind. The fact finder finds that a March 8, 2008 2.8% wage increase is in accord with wages of public safety workers generally

in Hancock County and in surrounding counties, and would comprise the annual wage increase expected to occur after one year from the last annual wage increase authorized in the predecessor Agreement.

The 2.8% wage increases recommended by the fact finder are obviously less than that which has been proposed by the Union. The fact finder's inability to recommend higher wage increases is not because they are not deserved, but is grounded in the Employer's ability to pay. The proceeds of the increase in the sales tax increase approved by the Hancock County Commissioners are already assigned to particular projects within the county, and the trends locally, statewide, nationally, even globally, are that revenues are not rising but declining, and will do so for some time. Because of the bleakness of the economic forecasts in the near term (one to three years) the fact finder finds the more conservative 2.8% wage increases to comprise the better alternative. While not the increases proposed by the Union, such increases do continue a generally consistent trend among annual wage increases in the 3.0 percent vicinity.

As to the reduction in hours in the accumulation of compensatory time, the fact finder is mindful of this owed benefit continuing on the books of the county, requiring capitalization and administrative action. The Employer has not suggested not paying for the converted hours, but seeks in the case of sergeants a reduction of twenty-five percent, and in the case of deputies a reduction of fifty percent, in the maximum amount of accumulated compensatory time that may be accrued for later payout. The fact

finder recommends that the maximum hours contained in Article 21, section 21.7 and section 21.8 be reduced by twenty-five percent. Thus, in Article 21, section 2.17, the sergeants' and communications officers' maximum accrual would be reduced from 240 hours to 180 hours, a reduction of twenty-five percent; and the deputies' accrual would be reduced from 360 to 270 hours, a twenty-five percent decrease. This reduction would allow conversion of hours to cash in June and December for a total of eighty hours cashed in annually. The fact finder recommends the twenty-five percent reduction be applied to Article 21, section 21.8 as well.

As to the extra pay to compensate for services as an Officer in Charge, the fact finder recommends that the hourly differential be increased from \$.60 per hour to \$1.00 per hour.

RECOMMENDED LANGUAGE - ARTICLE 21 - WAGES

Section 21.1. All employees who are covered by this Agreement shall be paid in accordance with the following hourly rate schedule:

Effective March 8, 2008 (2.8%)

Classification	Start	After 120 Days	After 1 Year
Sergeant	\$20.72	\$21.02	\$23.24
Deputy III	\$17.50	\$17.66	\$19.31
Communications Officer	\$14.90	\$15.25	\$16.48

Effective March 8, 2009 (2.8%)

Classification	Start	After 120 Days	After 1 Year
Sergeant	\$21.30	\$21.61	\$23.89
Deputy III	\$17.99	\$18.15	\$19.85
Communications Officer	\$15.32	\$15.68	\$16.94

Effective March 8, 2010 (2.8%)

Classification	Start	After 120 Days	After 1 Year
Sergeant	\$21.90	\$22.22	\$24.56
Deputy III	\$18.49	\$18.66	\$20.41
Communications Officer	\$15.75	\$16.12	\$17.41

Section 21.2. In addition to the base wages set forth above, each member covered by the terms of this Agreement shall be entitled to receive additional payment for longevity to be added to the member's base hourly wage rate for each hour paid to that member. After completing five (5) years of service with the Sheriff's Office or five (5) years of combined credited service and Sheriff's Office service in any full-time job capacity, each member shall receive one-half percent (0.5%) of their base wage rate. For each subsequent year of completed service up to a maximum of twenty (20) years an additional one-half percent (0.5%) on the anniversary date of the member's employment by the Sheriff's Office.

After Completing	5 years of service	.5% of Base Salary
"	6 "	1.0% "
"	7 "	1.5% "
"	8 "	2.0% "
"	9 "	2.5% "
"	10 "	3.0% "
"	11 "	3.5% "

"	12 "	4.0% "
"	13 "	4.5% "
"	14 "	5.0% "
"	15 "	5.5% "
"	16 "	6.0% "
"	17 "	6.5% "
"	18 "	7.0% "
"	19 "	7.5% "
"	20 "	8.0% "
"	21 "	8.25% "
"	22 "	8.5% "
"	23 "	8.75% "

Sections 2.13-21.6 Current Agreement.

Section 21.7. Compensatory time may not be accumulated to exceed 180 hours (Sergeants and Communications Officers); 270 hours (Deputy III), 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.

Section 2.8. An employee entitled to overtime pay or compensation, must exercise the option to either take the overtime pay, or the compensatory time-off in each payroll period in which the overtime was accumulated. Compensatory time shall be taken at a time mutually agreeable to the Sheriff, and the employee, so as not to interfere with normal operations of the Sheriff's Office. Each employee will be required to execute a form in each payroll period that the overtime is worked designating that the employee desires to receive overtime pay or compensatory time-off. Once the employee has exercised this option the overtime must be used as designated on the holiday-vacation form. An employee shall not receive cash payment for unused compensatory time-off, except at the time of any employee termination, retirement or death, the employee may elect to receive cash for accumulated compensatory time not to exceed one hundred eighty (180) hours for Sergeants and Communications Officers and two hundred seventy (270) hours for Deputy III.

Deputy III's with more than twenty (20) years of service shall not be required to cash in compensatory time over two hundred seventy (270) hours already accumulated. Deputy III's with less than twenty (20) years of service shall have until January 1, 2010, to bring their balance to two hundred and seventy (270) hours by the means available.

Effective in 2009, bargaining unit employees may cash in up to 80 hours of compensatory time (up to 40 hours in June and 40 hours in December of each year).

Section 21.9. In the absence of the Sheriff, Captain, Lieutenant, or Sergeant on the shift for one hour or more, a Deputy III will be designated as the Officer In Charge to assume the duties and perform in the capacity of the in-charge officer on the shift. The designated Officer In Charge in addition to his or current rate of pay, will receive one dollar (\$1.00) per hour for each hour worked as Officer In Charge, as compensation for the added responsibility. For purposes of this Section, to be eligible to be an Officer In Charge, a member shall have at least three (3) years of prior service within the Deputy III classification of the Sheriff's Office, or a combination total of three (3) years of service in Deputy III classification of the Sheriff's Office, and prior service with another law enforcement agency in the same position. If a member of the Deputy III classification is given credit for prior service with another law enforcement agency for purposes of Officer In Charge status, he or she will only be eligible for Officer In Charge status after he or she has completed one (1) full year of service in the Deputy III classification within the Sheriff's Office. If there are no eligible members on a shift, the Sheriff, Captain, Lieutenant, or Sergeant shall be on an on-call status as Officer In Charge.

Sections 21.10-21.12. Current Agreement.

In addition to the language recommended herein by the fact finder, the fact finder recommends by reference, as if fully rewritten herein, all other Articles tentatively agreed by the parties.

In making the recommendations presented in this report, the fact finder has considered the criteria required by Ohio Revised Code Chapter 4117., and sections 4117-9-05(K)(1)-(6) of the Ohio Administrative Code.



Howard D. Silver
Fact Finder

December 1, 2008
Columbus, Ohio

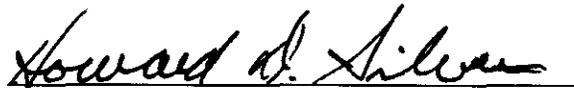
CERTIFICATE OF SERVICE AND FILING

I hereby certify that the foregoing Report and Recommended Language of the Fact Finder in the Matter of the Hancock County Sheriff and the Ohio Patrolmen's Benevolent Association was filed, via hand-delivery, with the State Employment Relations Board, and mailed, postage prepaid, overnight delivery, to the following, this 1st day of December, 2008:

Donald J. Binkley, Account Manager
CLEMANS, NELSON & ASSOCIATES, INC.
417 North West Street
Lima, Ohio 45801-4237

and

Michelle T. Sullivan, Esquire
ALLOTTA, FARLEY & WIDMAN CO., LPA
2222 Centennial Road
Toledo, Ohio 43617-1870.



Howard D. Silver
Fact Finder

December 1, 2008
Columbus, Ohio