

**FACT FINDING REPORT
STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD**

May 22, 2009

STATE EMPLOYMENT
RELATIONS BOARD

2009 MAY 26 A 10:08

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.

Employee Organization

and

THE BROWN COUNTY SHERIFF'S
OFFICE

Employer

CASE NO. 08-MED-10-1256

FACT FINDER: Howard Tolley Jr.

APPEARANCES

FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.

Mr. Mark A. Scranton, Staff Representative
Carl Smith, Sgt
Tessa Ellis, Sgt, Jail Administrator
Jamey Swinger, Sgt., Road Patrol

THE BROWN COUNTY SHERIFF'S OFFICE

Benjamin S. Albrecht,
Margery Paeltz, Commissioner
William Geschwind, Commissioner
Ralph Jennings, Commissioner
Beverly Gallimore, Clerk, Commissioners

Introduction

The FOP bargaining unit of Sergeants and a Lieutenant certified by SERB on July 31, 2008 (case number 08-REP-05-0097) has seven members negotiating their first agreement. The parties used the current agreement between the Brown County Sheriff's office and the FOP represented road deputies as a model. Brown County, with about 38,000 residents, has approximately 280 full time employees including several FOP represented unions of deputies, corrections officers, cooks as well as represented communications employees. Prior to 2009 contractually negotiated wage increases paid to Road Deputies were also paid to the unrepresented supervising officers, but those Sergeants and Lieutenant nevertheless paid a higher percent of health insurance premiums, the same rate as unrepresented county employees. The Sergeants and Lieutenant did not receive the April 1, 2009 increase paid to Road Deputies in the final year of a three-year contract. The county also introduced a new Health Savings Account on April 1, which for supervisors and unrepresented employees cost the same dollar amount for premiums but increased their the percentage share of the new, lower rates.

Despite FOP efforts to initiate bargaining after July 31, the first negotiating session between the parties was on February 26, 2009, eight months after the unit was certified. A newly elected Prosecutor represented the Sheriff in the negotiations through the fourth and final bargaining session on April 27. The Commissioners rejected the wage and health insurance proposals and retained outside legal counsel to represent Brown County at a fact-finding hearing on the unresolved issues. The parties had tentatively accepted the remaining thirty-two articles for the first contract including a three-year duration provision through December 31, 2011 in Article 34 Termination.

The parties exchanged and submitted pre-hearing position statements that summarized their proposals. The parties' signed a pre-hearing agreement that provided for fact finding limited to wages and health insurance, but the employer subsequently proposed changing the Article 34 duration provision so the new contract would remain in effect until March 31, 2010. The parties prepared supporting documents for presentation at the hearing to address the criteria established by the Ohio Public Employees Bargaining Statute in Rule 4117-9-05:

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

Fact Finding Hearing: May 8, 2009, Brown County

The fact-finding hearing was conducted from 10 a.m. until 4 p.m. with presentation of evidence and argument on Article 24 Wages, and Article 25, Health Insurance, and brief consideration of Article 34 Termination (duration). Three members of the bargaining unit and all three county commissioners appeared with their representatives.

ARTICLE 24 WAGES

FOP/OLCI Position:

The union proposed that:

a) all Sergeants be paid at the same base salary rate by raising the base compensation of five lower paid officers to the level of the most highly paid Sergeant.

b) compensation for probationary Sergeants be at a 10% differential and non-probationary Sergeants at a differential of 14% above that of the top paid Road Deputy and

c) compensation for probationary Lieutenants be at a 10% differential and for non-probationary Lieutenants a differential of 14% above the top paid Sergeant.

The FOP argued that the Sheriff had long advocated uniform compensation for all Sergeants. The union provided data on salary differentials from sheriffs' offices of five neighboring counties and six police departments in southwest Ohio to support the proposed 14% differential. The FOP charged the County Commissioners with making flawed policy decisions that resulted in an inadequate budget share for law enforcement, vacant jail space in the county resulting from personnel shortages that resulted in higher costs for lodging prisoners in neighboring jurisdictions, inappropriate set sides for a building fund, and failing to achieve savings that would have resulted from granting the Sheriff's office responsibility for the 911 Communications Center.

Brown County Position:

The county proposed a salary freeze until March 31, 2010 based on a growing budget deficit and uncertain future. The employer provided data showing the county's high poverty rate, low per capita income and a recent significant rise in unemployment to over 13%. A major decrease in sales use tax revenue contributed to a reduction in the cash reserve from \$1.97 million in 2008 to \$.7 million, 7.7% of the annual budget. The Commissioners had reduced the budgets of other county offices more than double the 2% cut imposed on the Sheriff's office. In one recent Ohio case the fact finder had recommended and the state's largest union had accepted a three year wage freeze and ten day unpaid furloughs. The Brown County Commission sought to maintain police staffing levels by holding the line on compensation to avoid layoffs.

For purposes of comparing wage differentials the employer offered data from seven different counties where Sergeants earned on the average 10% more than the top paid deputies and Lieutenants on the average 5% more than top paid Sergeants. The county has frozen wages of all unrepresented employees and for the first time in nine years has 27 rather than 26 pay periods in 2009. The FOP's proposal would provide individual supervisors pay increases ranging from 9.3% to 22.5%, and the overall compensation proposal would increase the total hourly base salary of bargaining unit members by 13.22%.

Discussion:

1. Equal Base Pay for Sergeants:

The FOP did not offer a persuasive rationale for raising the base pay of two Sergeants with seven and eight years of county service to the base salary of three Sergeants with eighteen to twenty five years of service, a proposed salary increase of more than 10% for those more recently hired incumbents. The fact finder concludes that despite longevity adjustments the extraordinary raise would contribute to salary compression and disparate treatment with other employees.

Recommendation: Sergeants with a lower base salary should receive increases comparable to those awarded to other bargaining unit members rather than extraordinary increases intended to raise all officers to the base salary of the most highly compensated Sergeant with the greatest seniority.

2. Pay Differentials:

The fact finder understands the rationale for maintaining pay distinctions based on rank, and it appears that the spread between Sergeants and Deputies in Brown County may be a bit less than in other jurisdictions. The FOP does not however contend that wages are so low that experienced supervisors are likely to depart for more highly paid jobs in neighboring or comparable departments. Brown County has retained all its Sergeants and Lieutenants who have served between seven and twenty-five years. Whatever the need to increase pay differentials there is a much greater imperative to control compensation in order to avoid personnel layoffs. *Difficult economic conditions have caused large budget deficits and a significant decrease below the level recommended for cash reserves.*

The employer conceded that its analysis was based on a misunderstanding about the deputy's contractual provisions for step adjustments, and the union's data analysis was based on salaries as of January 1, prior to the pay raises for deputies implemented on April 1. In order to remedy those defects, the fact finder recalculated the per cent increase attributed to the union proposals. Based on that analysis the annual cost would be \$30,169 with the FOP's proposal providing individual supervisors pay increases ranging from 7.8% to 21%, and the overall compensation increasing the total hourly base salary of bargaining unit members by 11.6%.

While the union failed to make a persuasive argument justifying such extraordinary increases, the fact finder notes that the supervisors' wage freeze reduced the pay differential in relation to deputies whose salaries were all raised on April 1. The fact finder believes that until the deputy's contract expires on March 31, 2010, past practice should govern. Based on that reasoning, all seven supervisors should receive the same 45 cent per hour increase awarded to the deputies in the final year of their contract. That would be about a 2.5% overall wage increase for supervisors, an annual cost to Brown County of around \$6,489.60, not including roll-ups and extra compensation. The county's health care savings noted below though clearly helpful to address the budget deficit are also adequate to meet the nominal and important expense of maintaining the past practice of raising supervisors' wages in a way that maintains the existing pay differential with deputies.

3. Effective Date and Duration

Although the supervisors' increase in prior years took effect each April 1, the fact finder recommends that the pay increase take effect on a date the parties had agreed that the new Sergeants and Lieutenant's contract would come into force -- January 1, 2009, six months after the unit was certified. Prior to the hearing the parties had also agreed that the new contract would be for three years through December 31, 2011. The employer's pre-hearing statement nevertheless proposed language for Article 34 providing for a short term agreement only through March 31, 2010 in conjunction with a proposed wage freeze until the end of the deputies' contract, a date that also coincides with the county's health agreement. The FOP/OLCI also seeks to have contracts of all its represented units conclude at the same time, but insisted that the pre-hearing agreement barred the county from seeking alternate language on duration for Article 34. The fact finder urged the union to allow some flexibility so that if the employer's proposed wage freeze was recommended it would not necessarily last three years. In response, the FOP/OLCI agreed to a possible re-opener on wages and insurance benefits and provided sample language in a post hearing submission. The fact finder has recommended re-opener language for Article 34 as discussed below.

The following recommended language for Section A in Article 25 addresses the central wage issue in dispute, and Section E is based on current practice for the off duty detail rate. The text for Sections B, C, and D is similarly based on current practice and was accepted by the parties at the hearing.

Recommended Contract language for

ARTICLE 24 WAGES

A. Effective January 1, 2009 bargaining unit members will receive a base salary 45 cents more per hour than they received in December 2008 prior to longevity adjustments.

B. Longevity Pay

Length of Service with the Brown County Sheriff's Office

5 years	\$0.10 per hour
10 years	\$0.15 per hour
15 years	\$0.20 per hour
20 years	\$0.25 per hour

C. Off Duty Details

1. New details will be posted for sign up. For the first ninety-six (96) hours of posting, every Deputy will only be permitted to sign up for one detail based upon seniority. After the first 96 hours, the details are open for any eligible employee.
2. Bumping a less senior Deputy (including Sergeants and Lieutenants) is not permitted within seven (7) calendar days of the detail.
3. If a senior Deputy bumps a less senior Deputy (including Sergeants and Lieutenants) from a detail and is not able to work the detail, the detail reverts back to the original Deputy signing up for the detail.
4. Employees who sign up for a detail but decide to cancel within forty-eight (48) hours of the off duty detail, the employee is required to obtain a replacement to fill the detail.
5. In the event an employee fails to show for a detail for which they signed-up, the employee is ineligible to sign up for any further off duty details for a period of thirty (30) calendar days.

D. Voluntary Fitness Bonus

Annually, at a time established by the Employer, employees may voluntarily participate in a physical fitness review. Employees voluntarily completing and passing modified OPOTA physical fitness standards attached to this Agreement are eligible to receive an annual payment fitness bonus of three hundred dollars (\$300). The Employer reserves the right to modify the fitness standards or discontinue the voluntary fitness bonus provided advanced notice is provided to the Union.

Participation in the Employer's fitness program is entirely voluntary. Employees choosing not to participate shall not be eligible for the bonus.

E. Off Duty Detail Rate

Effective April 1, 2009, employees working off-duty details shall receive \$22.95/hr. Rate increases will be the same as those negotiated in the non-supervisors agreement.

ARTICLE 25 HOSPITALIZATION

Introduction

Prior to April 1, 2009 Brown County offered a Medical Mutual insurance plan. Represented employees paid 20% of the premium and unrepresented employees including the supervisors paid about 30%. Employees could purchase optional coverage for dental and vision benefits. Employees who waived coverage entirely were paid \$960 after twelve months. The plan had a \$1,000/\$2,000 deductible and the County paid \$750 toward that expense for employees who applied. The vendor's bid to continue the same level of coverage would have increased premiums by 16%, and the County switched to a less expensive Health Savings Account plan effective April 1, 2009 – March 31, 2010.

Under the HSA the annual premiums for single coverage decreased by \$238.68 per employee and the annual family coverage premium decreased by \$4,037.52. The county has continued to charge non-represented employees including the supervisors the same monthly premiums paid to Medical Mutual thus increasing to about 40% their share of the lower HSA premium cost. The represented employees continue to pay the contractually mandated share of 20%, but do not receive any contribution from the county to the increased deductible. The HSA has deductibles of \$2,500 for singles and \$5,000 for family coverage that must be paid in full by those represented employees. The County pays \$1260 toward the deductible expense for unrepresented employees and also provides a \$40 per month match for employee contributions to the HSA. Under the prior insurance plan Single employees would meet the \$1,000 deductible with \$250 of their own funds, while those with family coverage \$1,250. Under the HSA single employees must pay \$760 and those with family coverage \$3,260 to meet the new deductible. Unlike the traditional plan, i) after meeting the deductible all expenses are covered, ii) HSA funds can be used for over the counter medications, vaccines and others expenses not covered under the former plan; iii) unspent funds in the HSA account carry over to the next year, earn interest and are portable to another employer' and iv) employee contributions are tax deductible

Three of the bargaining unit members have single coverage, one has family coverage and three have waived coverage making them eligible for \$960 from the county.

FOP/OLCI Position:

The union seeks:

- i) to reduce its members' contribution level of the health care premiums from the 40% paid by unrepresented city employees to the 20% paid by the represented deputies effective April 1, 2009.
- ii) employer contributions of \$1,500/\$3,000 to the current Health Care Savings Account (HSA) toward the \$2,500/\$5,000 individual/family deductible
- iii) matching contributions by the employee to the HSA of \$60/\$90 monthly up to a maximum from the employer of \$500/\$1,000 annually.
- iv) immediate eligibility for payment of \$960 per year for employees who waive coverage.

The FOP argues that the employer obtained significant health care savings by switching from a traditional Medical Mutual insurance plan to a Health Savings Account that will considerably increase costs to the employees. Rather than reducing the monthly premium costs to its unrepresented employees, on April 1, 2009 the county increased their percent share from 30% to 40% of the less expensive new HSA. The union objects that management made the change without consultation and that employees are so disadvantaged by the new plan that one

union member dropped coverage. The represented deputies have challenged the changes with an unfair labor practice and through the grievance procedure.

The FOP proposal for the new supervisors contract Hospitalization article incorporates most of the provisions taken from the deputies' agreement with slight modifications. The FOP seeks to change a provision in the deputy's contract that applies to those who waive coverage and become eligible for a \$960 payment after one year. The union proposes that monthly payments begin immediately after the employee waives coverage and if necessary that pro rata payments be provided for those who resume coverage by the county within the year.

County Position:

The county seeks to maintain the FOP supervisors' contribution level at the same 40% rate paid by its unrepresented employees, and will seek to bring the deputies under the same contractual arrangement by April 1, 2010. Although deputies are currently paying only 20% of the new, lower premiums the county has not provided them with the same cash contributions to the HSA granted to unrepresented employees, including the supervisors. The county disputes the FOP's claim that the new HSA is inferior to the prior traditional insurance plan and forecasts that the new features will reduce employees' out of pocket expenses. Most importantly the county reports that the bid to maintain the 2008 coverage provided by Medical Mutual would have increased costs by over 16% that would have been passed on to employees.

The employer also offers to maintain contributions to each employee for the \$2,500/\$5,000 deductibles of \$1,260 to all and up to \$480 matching a year, an increase to \$1,740 from \$750 paid in 2008 toward the previous \$1,000 deductible

Discussion:

1. Premiums and Employer Contributions to Deductibles

The FOP seeks a 50% reduction in its members' premiums paid by unrepresented employees to the level paid by represented deputies, as well as significant increases in the county's contributions provided only to unrepresented employees from \$1740/\$1740 to \$2,000/\$4,000 toward the deductible for single and family coverage. The county proposals would increase employees' potential out of pocket expenses for the deductible by \$510 for single (from \$250 in 2008 to \$760) and by \$2,010 for family coverage (from \$1,250 in 2008 to \$3,260).

The fact finder calculated that the county's proposal on premiums would save the employer a total of \$2,120.70 for the three members in the unit with single coverage and an additional \$2,501.88 for the one unit member with family coverage for a total saving over its 2008 premium contributions for those four covered individuals of \$4,622.58. Those four union members would pay the same amount in premiums as in 2008. A fifth member of the unit who dropped all coverage as a result of the change will save the county its share of the net cost for one employee's single coverage of \$2,900 (or a \$6,900 saving for the county if that employee had family coverage).

Based on the limited information provided, the fact finder cannot make a definitive calculation about the competing forecasts of out of pocket health care expenses to employees in the coming year under the new HSA, and individual situations will differ greatly. The pending *unfair labor practice and health care grievances may resolve the dispute over employer contributions for deputies to the higher deductibles under the new HSA*. In this proceeding involving supervisors, the fact finder must address not only the two-part dispute over premiums and employer contributions for deductibles but also the wage dispute.

As noted above, the fact finder recommended a wage increase based in part on the employer's savings in health care expenses. Allocating the same scarce dollars for an across the

board increase to the wage base would benefit union members more than an allocation for reduced health care premiums and increased employer contributions to the cost of deductibles.

The union's two part proposal seeks the lower premiums paid by represented employees accompanied by contributions for deductibles currently available only for the unrepresented. The union's proposals considerably exceed the savings realized by the county which at this time is unable to pay provide a reduction in premiums increased contributions toward the deductible and a wage increase. According to the fact finder's calculations, with the exception of only one of its members the union would derive greater financial benefit from the employer's current and proposed ongoing contributions toward the deductible than from a reduction of the premium to the level paid by the deputies – a saving on the premium of only \$706.80 per employee with single coverage compared to a total county contribution toward the deductible of \$1,740.

The data presented however make very clear that the lone individual in the unit who needs family coverage will incur extraordinary cost increases of \$2,010 unless the county makes a higher contribution to the family coverage deductible drawn in part from its significant savings (2,501.88) in the employer's share of that individual's considerably reduced premium.

The fact finder concludes that the union should share in the health care savings but not by the county contributing more toward lower premiums nor with one exception to higher contributions for health care deductibles. With the exception of the unit member electing family coverage, the fact finder's recommended increase in the members' salary base is more than twice the potential increase in the health care deductible for the three employees with single coverage. Contributions to the HSA are tax deductible, and the employee is in the best position to maximize potential savings available with an HSA. The fact finder's calculations demonstrate that county will realize more than enough savings in its share of unit member's health care to meet the costs of the fact finder's recommended increase in base salary as well as an increased contribution to the deductible for family coverage.

Recommendation: The fact finder then recommends the employer's proposal that employees pay the same dollar amount for premiums in the coming year while the county increases its contributions toward deductibles to \$1,260 and up to \$480 matching for those with single coverage. The fact finder accepts the union's proposal that employees electing family coverage receive a higher employer contribution toward the deductible and recommends \$2,260 and up to \$480 matching for family coverage.

2. Recommended Maintenance of Health Care Benefits

The parties agreed on sub paragraphs 1 and 2 in Section A as well as Sections B, C, and F but the county proposed extensive deletions in Sections D and E from Article 25 of the deputies' contract, provisions that committed the employer to maintain substantially similar benefits. Without that language the employees have no contractual assurance of ongoing health care benefits. The fact finder recommends a modified version of the union's proposal for Sections D and E that retains the standard language for preservation of similar benefits found in most health care articles of collective bargaining agreements. The fact finder's recommended language has refers to the current HSA, but does not preclude return to a traditional health insurance plan.

3. Payment for Waiver of Coverage

The fact finder recommends monthly rather than yearly advance payments for an employees who waive coverage, a modified version of the union proposal for Section G and recommends the county's proposal for that section denying payment to employees covered as the family member of another county employee.

Recommended Contract language for

**ARTICLE 25
HOSPITALIZATION**

A. The Brown County Sheriff's Office will pay will pay the same amount for health care premiums as other county general fund employees receive for coverage under the Health Savings Account Plan in effect from April 1, 2009 through March 31 2011, no less than a \$182.61 monthly contribution for single coverage and a \$516.04 contribution per month for family coverage. The county will also contribute \$1,260 for employees with single coverage and \$2,260 per year for employees with family coverage paid on a quarterly basis toward the cost of the \$2,500/\$5,000 deductible. The county will match up to an additional \$40 per month of employee contributions to the HSA up to a maximum of \$480 per year.

1. An employee who is on the active payroll (receives pay) for a period of five (5) days in any month is entitled to this benefit.
2. An employee who does not receive pay for at least five (5) days in any month will be responsible for payment of the total premium due for continued hospitalization coverage.

B. The Brown County Sheriff's Office will continue to provide a \$10,000 Accidental Death & Dismemberment policy in conjunction with the hospitalization policy as stated in paragraph A above.

C. The Brown County Board of Commissioners shall be the sole arbiters of the carrier of the Brown County hospitalization plan.

D. The Employer shall continue to try to make available to non-retired bargaining unit members and their eligible dependents substantially similar group health and hospitalization insurance coverage and benefits as existed in the Employer's HSA plan as of April 1, 2009. The Employer reserves the right to change or provide alternate insurance carriers, health maintenance organizations, or benefit levels or to self-insure as it deems appropriate for any form or portion of insurance coverage referred to in this Article, so long as the new coverage and benefits are substantially similar to the HSA plan as of April 1, 2009. The Employer will not be responsible for changes unilaterally imposed by an insurance provider in benefits, co-payment provisions or deductibles so long as the Employer uses its best efforts to minimize changes by incumbent insurance providers from one plan year to another.

E. The Employer reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially similar to the HSA plan as of April 1, 2009. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, preferred provider provisions, prohibition on weekend admissions except in emergency situations, and mandatory out-patient elective surgery for certain designated surgical procedures.

- F. The extent of coverage under the insurance policies referred to in this Agreement shall be governed by the terms and conditions set forth in said policies or plans. Any questions or disputes concerning said insurance policies or plans or benefits thereunder shall be resolved in accordance with the terms and conditions set forth in said policies or plans and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Employer, nor shall such failure be considered a breach by the Employer of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to the Employer, bargaining unit member or beneficiary of any bargaining unit member.
- G. Employees who are eligible for the County's health insurance and waive coverage shall receive a payment of nine hundred sixty dollars (\$960.00) per year paid monthly as a pro-rata portion of the bonus for each month during which he/she opted out of coverage. Employees will be required to show they have proof of health insurance coverage to be eligible for payment. In addition to be eligible for the \$960 waiver payment the employee must not be receiving medical insurance benefits through another family member employed by Brown County. Employees who are not enrolled in the Health Plan shall be eligible under the language above for initial payment as of April 1, 2009 if they are otherwise eligible.

ARTICLE 34 TERMINATION

FOP Position:

The union objected to the county's proposed modification of Article 34 based on a pre-hearing signed agreement of April 7, 2009 "Topics for Fact Finding" which limited the articles to be addressed to Articles 24 and 25 and stated: "The parties further agree that all articles which resulted in tentative agreements as a result of negotiations will remain and will not be articles addressed by the fact finder."

County Position:

The employer sought to alter the terms of the agreement from January 2009 through December 2011 to make it effective only from the date of signing in 2009 through March 31, 2010 and also proposed a deletion of the previously accepted Section D authorizing a future conciliator to award of retroactive pay increases.

Discussion

As noted above, the fact finder urged the union to allow some flexibility so that if the employer's proposed wage freeze was recommended it would not necessarily last three years. In response, the FOP/OLCI agreed to a possible re-opener on wages and insurance benefits and provided sample language in a post hearing submission. The fact finder has recommended re-opener language for Article 34 as discussed below while rejecting the county's proposal to delete the previously agreed Section on future conciliation.

Recommended Contract language for Section B of Article 34

(No change to Sections A, C, and D accepted by the parties on March 26, 2009).

ARTICLE 34 Termination

(B) This Agreement shall become effective as of January 1, 2009, except as otherwise indicated herein, and shall remain in full force and effect up to and including December 31, 2011. The Parties agree to re-open this Agreement for Article 24 – Wages and Article 25 – Hospitalization and will meet on or prior to February 1, 2010 for the years 2010 and 2011. The Parties acknowledge that the Dispute Resolution Procedures under 4117.14 are available to the parties if impasse is reached in the re-opener.

Recommendation on Remaining Articles

Articles 1 – 23 and 26 – 33 tentatively approved by the parties before the hearing should be included in the final agreement.

Conclusion:

The fact finder has attempted to resolve the wage and insurance issues presented with careful attention to all the evidence and argument presented. If the parties find any substantive error in this report needing correction, a conference call should be arranged to discuss the concern, and a request may be filed with SERB for authorization to adjust the report [O.A.C Rule 4117-9-05(L)]. The Fact Finder appreciates the courtesy extended by all individuals involved in the process.

Professor Howard Tolley, Jr., University of Cincinnati
May 22, 2009

CERTIFICATE OF SERVICE

I hereby certify that an exact copy of the foregoing Fact Finding Report has been served via electronic mail and by regular mail to Mark Scranton, Staff Representative, Fraternal Order of Police, Ohio Labor Council, Inc., 5752 Cheviot Rd, Suite D, Cincinnati OH 45247 and Benjamin Albrecht Downes, Hurst, & Fishel, LLP, 400 S. Fifth Street, Suite 200 Columbus, Ohio 43215 on this 22d day of May, 2009.

Howard Tolley, Jr
Howard Tolley, Jr

4/29/09
Date