FACTFINDING TRIBUNAL
STATE EMPLOYMENT RELATIONS BOARD
COLUMBUS, OHIO

IN THE MATTER OF FACTFINDING BETWEEN	:	
FRANKLIN COUNTY SHERIFF'S OFFICE; PUBLIC EMPLOYER	:	
-AND-	:	**REPORT OF THE FACTFINDER**
FRATERNAL ORDER OF POLICE, CAPITAL CITY LODGE 9; EMPLOYEE ORGANIZATION	:	

SERB CASE NO(S).:

09-MED-12-1516
09-MED-12-1517

BARGAINING UNIT(S):

The Bargaining Units represented by the Fraternal Order of Police, Capital City Lodge 9 consist of:

Unit A: All full-time, sworn, uniformed, Non-Supervisory Deputies of the Franklin County Sheriff's Office below the rank of Corporal; otherwise known as the "Deputy Unit"

Unit B: All full-time sworn, uniformed, Supervisory Deputies of the Franklin County Sheriff's Office of the rank of Corporal, Sergeant, Lieutenant and Captain; otherwise known as the "Supervisor Unit"

MEDIATION SESSION(S):

September 20, 2010;
September 21, 2010; and,
October 14, 2010; Columbus, Ohio

FACTFINDING HEARING:

December 9, 2010; Columbus, Ohio

FACT FINDER: David W. Stanton, Esq.

APPEARANCES

FOR THE SHERIFF:

Aaron L. Granger, Attorney
Robert D. Weisman, Attorney
Patrick J. Garrity, Director Management Services
Mark Barrett, Chief Deputy FCSO
Gilbert H. Jones, Chief Deputy-Patrol
Teri Decker, Assistant HR Director
Scott Solsman, Benefits Administrator, Franklin County Cooperative
Christy Russell, Commissioner's Office of Management & Budget, Assistant Director

FOR THE UNION:

Russell E. Carnahan, Attorney
Robert Byard, Attorney
Jeremy Copas, Negotiations Chairman
Josh Short, Negotiations Committee
Leif Bickel, Negotiations Committee
Rick Minerd, Negotiations Committee
Tim Christian, Negotiations Committee
David Knight, Negotiations Committee
James Cassidy, Negotiations Committee
James Wilson, Negotiations Committee
Wade Steen, CPA Consultant

ADMINISTRATION

By correspondence dated June 18, 2010, from the State Employment Relations Board, Columbus, Ohio, the undersigned was notified of his mutual selection to serve as Factfinder to hear arguments and issue recommendations relative thereto pursuant to Ohio Administrative Code Rule 4117-09-05 (J) in an effort to facilitate resolution of those issues that remain at an impasse between these Parties. The impasse resulted after numerous attempts to negotiate a successor Collective Bargaining Agreement proved unsuccessful. Through the course of administrative aspects of scheduling this matter, the Factfinder discussed with the Parties the overall "atmosphere" of negotiations efforts by and between them and learned that overall these Parties have enjoyed, and likely will continue to enjoy, what can best be characterized as a mature and amicable, yet achieved by incremental measures, collective-bargaining relationship.

On September 20; 21; and, October 14, 2010, the Parties engaged in strenuous efforts through Mediation facilitated by the Factfinder wherein great strides were made relative to reducing the overall number of unresolved issues that remained at impasse between the Parties. Based thereon, the Parties have stipulated that those Tentative Agreements, via recommendation by the Factfinder, be included in the successor Collective Bargaining Agreement. The negotiations between the Parties were time-consuming and at times seemingly unproductive, but ultimately resulted in the reduction of the number of unresolved issues.

During the course of the December 9, 2010 Factfinding Hearing, each Party was afforded a fair and adequate opportunity to present testimonial and / or documentary evidence supportive of positions advanced. Additionally, the Union provided a Power

Point presentation concerning supporting arguments relative to its overall positions concerning those unresolved issues that have also been taken into consideration in this step of the statutory dispute-resolution process. The evidentiary record of this preceding was subsequently closed upon the conclusion of the Factfinding Hearing and those issues that remain at impasse are the subject matter for the issuance of this Report and Recommendations with supporting rationale hereunder.

STATUTORY CRITERIA

The following findings and recommendations are hereby offered for consideration by the Parties; were arrived at based on their mutual interests and concerns; and, are made in accordance with the statutorily mandated guidelines set forth in Ohio Administrative Code Rule 4117-9-05(k) which recognizes certain criteria for consideration in the Factfinding component of the statutory dispute -resolution process as follows:

1. Past collectively-bargained agreements, if any, between the Parties;
2. Comparison of unresolved issues relative to the employees in the Bargaining Unit with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;
3. The interests and welfare of the public and the ability of a public employer to finance and administer the issues proposed and the effect of the adjustment on a 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 in 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.

THE BARGAINING UNIT DEFINED: ITS DUTIES AND RESPONSIBILITIES TO THE COMMUNITY; AND, GENERAL BACKGROUND CONSIDERATIONS

This represents the Parties efforts to negotiate a successor Collective Bargaining Agreement between the Franklin County Sheriff's Office hereinafter referred to as the "Public Employer" and / or the "Employer" and the Fraternal Order of Police, Capital City Lodge 9 hereinafter referred to as the "Employee Association" and / or the "Union". As the record demonstrates the Parties have engaged in negotiation sessions that have resulted in many Tentative Agreements being reached prior to the determination and impasse existed thus triggering the statutory dispute resolution process recognized under Chapter 4117 of the Ohio Revised Code. The State Employment Relations Board notified the undersigned Factfinder that indeed a Factfinding Hearing was ultimately necessary to address the unresolved issues that remained.

During the course of the administrative aspects of scheduling this matter, the Factfinder proposed to the Parties to engage in mediation efforts with the assistance of the Factfinder and the Parties were amenable to do so and three(3) such sessions were indeed engaged in prior to the presentation of evidence through the Factfinding Hearing. The Parties made great strides during the course thereof and were able to significantly reduce the number of issues at impasse. Unfortunately, while certain issues were resolved and will be addressed herein as such, impasse remained and thus the issuance of this Report containing "recommendations and rationale" in support thereof is issued for consideration by these Parties.

* * * * *

The Collective Bargaining Agreement between the Franklin County Sheriff's Office and the Union expired on April 11, 2010. The Parties engaged in negotiations beginning in October 2009, and as the "Article sign-off sheet" indicates, numerous bargaining sessions occurred between the Parties. When those negotiations reached a plateau the Parties agreed to engage in three (3) days of mediation facilitated by the Fact-finder. As previously indicated this Collective Bargaining Agreement covers two bargaining units. The first bargaining unit, "Unit A", is comprised of full-time, sworn, uniformed Deputies below the rank of Corporal and the second unit, "Unit B", consists of all full-time, sworn, uniformed Deputies who are at the rank of Corporal and above except for the position of Sheriff, Chief Deputy, Colonel, and Major. The majority of bargaining unit members serve in Jail facilities staffed and maintained by the Sheriff and in many jurisdictions are analogously known as "Corrections Officers". All Deputies hired by the Sheriff are initially assigned to Corrections before acquiring enough seniority to transfer to assignments in Patrol and/or other Bureaus within the Sheriff's Office. The "Patrol Unit" performs general law enforcement duties within the Sheriff's Department within Franklin County.

The Sheriff's Office, while operating independently, secures its revenue source from the Franklin County General Fund managed by the Franklin County Board of Commissioners which is responsible for appropriating and allocating these funds. The Sheriff's Office has an approved budget of $88.7 million for General Fund Expenditures for calendar year 2010. Approximately 67% of all General Fund dollars are allocated for safety and security issues within the County. According to the testimony of record the Sheriff's Office was requested to reduce its overall operating budget by 4.2% in 2011.

The 2011 Recommended General Fund budget is 2.7% less than the 2010 approved Budget and the 2010 budget was 2.2% less than that of 2009.

The record demonstrates that Franklin County was facing a $55 million budget deficit projected for 2006 created by increased health care costs, a decrease in tax revenues, decreasing investment income, and reductions in federal and state funding. From 2001 to 2005 the County saw its cash balance approximately $100 million reduced wherein it was forced to absorb increased operating expenses without revenues to replace them. As a result thereof, the County implemented a sales tax increase in October 2005 representing a quarter-cent of one-half penny sales tax that dropped off on December 31, 2007, and no longer provides a source of General Fund revenue. The County insists that its General Fund revenues have continued to decline each year thereafter based on the current economic downturn stemming from what many economists characterize as the worst recession since the Great Depression. Despite the economic downturn the County continues to maintain a "AAA" bond rating allowing it to pay interest on loans through bonds at more favorable rates thus saving the taxpayers money and minimizing the interest on any debt service for capital improvements. The cash balance also provides the County a mechanism to address emergencies and unforeseeable events rather than using it for operational expenses.

As previously characterized based on the economic downturn experienced the unemployment rate throughout the state of Ohio has increased and is projected to continue at a double-digit rate through 2012. Franklin County's unemployment rate rose for much of 2008 and 2009 but declined to 8.3% in September 2010 down from

9.5% in January 2010. Such has a direct impact on the County's sales tax base while increasing the need for critical safety net services that the County provides.

As the evidence of record demonstrates the County has traditionally relied upon local government support fund allocations from the state of Ohio that goes into the County's General Fund. In 2010 the state allocated $22.1 million to Franklin County which was 2.1% less than the County received for 2009. Many believe that the projected amounts for the 2011 allocation will be less based on the projected budget deficit of $8 billion for the state of Ohio. The County has budgeted $23.1 million in allocations from the state of Ohio in 2011 that could be reduced based on the next biennial state budget in June 2011.

The County has enjoyed a successful partnership with the creation of Joint Benefit Committees to address health insurance costs for the County's Cooperative Health Benefits Program. Such recognized a cost per participant in the County's plan at a level increase between 8% and 10% compared to 12% annually based on the national average cost increase for employer-provided health benefits. In 2010 County experienced a 7.2% increase in health insurance costs over that seen in calendar year 2009. For 2011 such is anticipated to be much higher based on recent increase in significant claims and costs directly attributed to the Patient Protection and Affordable Care Act based on the Federal Health Care Reform Act. The increased costs for the "composite rate" for the Employer will be $12,918 per employee for 2010 and rise to $13,944 per employee for 2011. The County projects that the composite rate for 2012 will increase to $15,408.12 for the cost of annual health care based upon a 10.5% increase in cost for that year.

Historically, and particularly since 2007, the Union has enjoyed annual increases in wages and other forms of compensation while other employees within the Sheriff's Office and throughout the County government system comprising both bargaining unit and non-bargaining unit employees received either modest annual increases or no annual increases during the economic downturn. These Employees have benefited from consistent increases including the 12% wage increase over the life of the most recent Collective Bargaining Agreement. Moreover since 2007 the County has recognized that its General Fund revenues decreased each year compared to the revenue generated the year before from 2006 through 2011, respectively, and the 2011 projected General Fund revenue is not projected to return to the levels achieved in 2007 or 2008 when the Union obtained the 12% wage increase over the life of that Agreement. The projected 2010 General Fund revenue is expected to decrease by approximately 27% compared to the actual revenues the County received in 2007. The predecessor Collective Bargaining Agreement, covering years 2007, 2008, and 2009 respectively, saw wage increases of 4% each year for members covered by this Collective Bargaining Agreement.

During the course of the aforementioned negotiation sessions conducted by and between the Parties they were able to reach Tentative Agreement relative to the following Articles that are recommended for inclusion in the successor Collective Bargaining Agreement:

Article 1 - AGREEMENT
Article 2 - RECOGNITION
Article 3 - LODGE SECURITY
Article 4 - NONDISCRIMINATION
Article 5 - GRIEVANCE PROCEDURE
Article 6 - INTERNAL AFFAIRS AND EEO INVESTIGATIONS
Article 7 - CORRECTIVE ACTIONS AND RECORDS
Article 8 - SENIORITY RIGHTS, LAYOFFS, AND RECALL

Article 9 - ASSIGNMENTS AND TRANSFERS
Article 10 - PROMOTIONS
Article 11 - LABOR/MANAGEMENT MEETINGS
Article 12 - MANAGEMENT RIGHTS
Article 13 - CLASSIFICATIONS

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Article 16 - UNIFORMS AND ALLOWANCES
Article 17 - PROFESSIONAL DEVELOPMENT
Article 18 - STANDARD WORKWEEK AND OVERTIME
Article 19 - HOLIDAYS
Article 20 - INJURY LEAVE
Article 21 & 22 (?) - VACATION LEAVE, PERSONAL LEAVE, COMP TIME, AND MILITARY LEAVE
Article 23 – FMLA LEAVE

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Article 25 - Definitions

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Based on this aspect of the statutory process, the Fact Finder is required to consider comparable employee units with regard to their overall makeup and services provided to the members of their respective communities. As is typical and is required by statute, the Parties in their respective Pre-hearing Statements, filed in accordance with the procedural guidelines of the statutory process, and; the supporting documentation provided at the Factfinding Hearing, including the Power Point demonstration provided by the Union, have relied on comparable jurisdictions and/or municipalities concerning what they deem "comparable work" provided by these bargaining units. As is typically apparent, while there are indeed certain similarities among the jurisdictions cited, there is no "on-point comparison" relative to this bargaining unit concerning the statutory criteria.

It is, and has been, the position of this Factfinder that the Party proposing any addition, deletion, or modification of either current contract language: or, a *status quo* practice wherein an initial Collective Bargaining Unit may exist, bears the burden of proof and persuasion to compel the addition, deletion, or modification as proposed. Failure to meet that burden will result in a recommendation that the Parties maintain the *status quo* whether that is a previous collective bargaining provision or a practice previously engaged in by the Parties.

Moreover, given the issues in dispute herein certain aspects relative to the Employer's "ability to finance and administer" these recommendations has not been met with any inability to pay argument. The Employer did not suggest that it is unable to fund that which is being sought by the Union, simply that, as it characterizes, it is imperative that the County slow the growth of wage increases to remain fiscally sustainable during this economic recovery. Based thereon, the Party seeking the modifications to the unresolved issues will have the burden of proof and persuasion to compel the Factfinder to make a recommendation that would recognize what that particular Party is seeking relative to the mechanics of the language at issue. Absent compelling evidence to support an inability to pay position, the data presented must be viewed in the context of comparable jurisdictions performing essentially similar job duties and functions.

Additionally the extensive evidentiary record provided to the Factfinder during the course of the Factfinding Hearing has been analyzed and reviewed in its most favorable light and will be relied upon in the consideration of the recommendations contained herein.

As previously indicated numerous Articles were tentatively agreed to during the course of negotiation sessions that were conducted prior to the undersigned's involvement in this aspect of the statutory process and are identified hereinabove. It is recommended that those Articles that were not "opened", as well as, those subject to Tentative Agreements reached by and between the Parties either during the course of previous negotiation sessions or during the three (3) days of mediation that occurred with the Factfinder's assistance, be included in the successor Collective Bargaining Agreement.

Based thereon, the following issues remaining at impasse between these Parties are listed as follows and are subject to the recommendations contained herein.

STATEMENT OF UNRESOLVED ISSUES
POSITIONS OF THE PARTIES
RECOMMENDATIONS & RATIONALE

ARTICLE 14 – PAY PLAN

Section 14.1 – Pay Ranges and Rates

Section 14.6 – Training and Experience Retention Credit

FOP POSITION

The FOP seeks pay increases for all steps A, B, C & D of the pay scale of 2.5% for 2010, 3% for 2011, and 3.5% for 2012. It contends that such are indeed necessary to maintain the Bargaining Unit's wages to keep pace with other FOP law enforcement Agencies within Franklin County. The Union emphasizes the Franklin County Sheriff's Office is the second largest law enforcement Agency within Franklin County and employs approximately 651 Deputies and Supervisors and is approximately ten (10) times larger than the third (3rd) largest Agency within the County; however, the annual wage rates for these Deputies presently ranks thirteenth (13^{th}) out of the twenty Franklin County law enforcement Agencies represented by Capital City Lodge 9. (*see*, Union Exhibits – A, B, C, and D).

Those Agencies ranked below Franklin County Sheriff's Office consist of smaller municipalities of Grandview and Pickerington and five (5) small township Police Departments – Madison, Blendon, Perry, Franklin and Clinton Townships. Of those Agencies ranked lower than the Franklin County Sheriff's Office, Grandview received a 2010 wage increase of 3.5% and Blendon Township; Perry Township; and, Franklin Township each received wage increases of 3%, respectively. Clinton Township received an increase of 2.92%, while Pickerington received no increase for that time frame.

Those Agencies ranked above Franklin County Sheriff's Office – Hilliard, Dublin, Bexley, Grove City, Gahanna, Whitehall, Upper Arlington, Reynoldsburg, Westerville, Worthington, and the City of Columbus, consist of other municipalities and the Ohio State University Police Department. Those 2010 wage increases ranked higher than the Franklin County Sheriff's Office and range from 4% for Hilliard, Dublin, and Whitehall to 0% for Reynoldsburg. Even with a 0% for Reynoldsburg the average 2010-wage increase for higher ranked Agencies is currently 2.7%. It emphasizes that twelve (12) of the twenty (20) Agencies have negotiated wage increases for 2011, and the average increase for that year is 2.96%, and the average for the Agencies ranked higher than Franklin County Sheriff's Office is 3.0%. Of the eight (8) Agencies that have negotiated wages for 2012, the average of those Agencies is 3.00% with the average increase for Agencies ranked above the Franklin County Sheriff's Office being 3.375%. As such it contends that the increases it proposes will permit the Franklin County

Sheriff's Office Bargaining Unit members to keep pace with the increases that are being provided to other Agencies. If, however, the Sheriff's wage increase proposals are recommended, the Bargaining Unit will fall even further behind those other law enforcement Agencies and will remain well below the smallest municipal and township Agencies within the County.

The Union emphasizes that the County's budget presently is in excellent condition while it recognizes that for calendar years 2004 and 2005 the County was faced with a shrinking budget, it was never in a fiscal crisis or fiscal emergency situation and its financial status remains stronger than many of the other local governments. In mid-2005 the County Board of Commissioners approved a temporary increase in the sales tax and permanently increased other fees in order to enhance revenues. Sales tax revenue more than doubled for 2004-2006. The County's General Fund revenue from all tax sources and investments increased from approximately $225 million in 2004 to a projected total of more than $365 million in 2007. In 2006 the County revenues greatly exceeded expenses and by the end of 2007 the County had accumulated a cash reserve of more than $100 million in its General Fund.

The Union emphasizes that even though the temporary sales tax increase expired in 2008, sales tax revenues have remained significantly higher than they had been in 2004 - 2005. The County has been able to maintain its reserves that were solidified during 2006 – 2007 and the recent Budget Report shows that the County's current reserve is in excess of $190 million. Based upon projected revenues and expenses for calendar year 2011 there will likely be no need to utilize any of those reserves during the next calendar year. Unlike other local, county, and/or state governments, Franklin County is operated from a position of financial strength and stability and continuously maintains a double AAA bond rating and is recognized as having the one of the most stable County budgets in the Country. The increases proposed by the Union are well within the County's budget parameters and will enable these Bargaining Unit members to receive wage increases that are comparable to those being received by other law enforcement Agencies in Franklin County.

For these reasons, the FOP requests that its position be recommended.

Section 14.6 – Training and Experience Retention Credit

With respect to Section 14.6, the "Training and Experience Retention Credit", otherwise referred to as the "E-Step", the FOP proposes to increase the E-Step from 4% to 5% for the first year; to 5.5% for the second year; and, to 6% for the third year of the successor Agreement.

As characterized, the E-Step, adopted by the Factfinder and Conciliator for implementation in 2002, recognizes senior Deputies performing the same or similar law enforcement functions as their counterparts in local municipalities. It is limited to Deputies with ten (10) or more years of service. The E-Step was designed to apply to those Deputies who would generally seek reassignment from the Jail after attaining enough Seniority to transfer into Patrol and/or other assignments. Additionally, it was implemented to address what the Union characterized as a "gap" between these employees and their counterparts. The Union notes that if its proposal is recommended, it would slightly improve its current ranking among the comparable jurisdictions.

For these reasons, the Union requests that its proposal be recommended.

FCSO POSITION

The Sheriff's Office is proposing a 1.5 % increase upon ratification of the Collective Bargaining Agreement by the Bargaining Unit and approval of the Board of Commissioners. It recognizes that the contract expired on April 12, 2010 and the cost savings would be realized by not applying the wage increase retroactively and will assist the Sheriff in reducing the overall expenses for 2011. It notes that the Sheriff's Office has been requested to cut its budget by 4.2% for calendar year 2011. It proposes the same wage increase effective April 11, 2011 and April 9, 2012. It proposes that current language be maintained for all other sections of this Article. It notes that additional, increased costs to the Sheriff's Department wherein 1% of the compensation for 459 Employees who would receive pension contributions to the Public Employees Retirement System of Ohio Law Enforcement Division "PERS-LE" would equate to approximately $381,454.24, when Medicare and Workers Compensation assessments are included. For 197 Employees who would receive pension contributions to the PERS-"Non-LE", 1% of current compensation would equate to approximately $140,332.18. Therefore, 1% for the total Bargaining Unit would be approximately $521,786.42. Including overtime costs of $41,592.14 at 1% totals $563,378.56 which is an estimated 1% cost projection. (*See*, Employer Exhibit Tab 12)

The Sheriff argues that decreased and flattening projected revenues prevents the County from offering more than 1.5% wage increase for each year of the successor Collective Bargaining Agreement. It notes that while it survived the sustained economic downturn since 2007 without compromising essential services or resorting to mass layoffs, it has dealt with decreasing revenue streams and increased costs. Franklin

County has maintained a fiscally conservative budget in an effort to insure economic recovery and stability. Certain economic progress has been recognized, however, significant factors indicate that the economy has not turned around and the County must continue to remain cautious with its approach with its budget particularly when anticipated revenue streams fail to grow at the same pace. The state of Ohio continues to suffer economically despite modest growth in some sections of Franklin County. For calendar year 2007, the County brought in $41.8 million in investment income which has projected to decrease to $13.9 million for calendar year 2011.

The wage rates received by these employees are indeed competitive in comparison to similarly situated County Sheriff's Deputies and competitive with central Ohio law enforcement Agencies. The top step for the Deputies' pay in the last year of the prior Collective Bargaining Agreement was $69,388.80. The proper comparable wage data is the hourly wage rate of Employees in the Sheriffs' Offices in the other large metropolitan Counties within the state of Ohio. Those include Cuyahoga County, Cleveland, Hamilton County, Cincinnati, Lucas County, Toledo, Mahoning County, Youngstown, Montgomery County, Dayton, Stark County, Canton, and Summit County, Akron.

Currently 373 Franklin Sheriff's Deputies are employed in the County's correction facilities in a capacity comparable in other County jurisdictions to "Corrections Officers". Those Deputies working in the Correction Division's Jails are paid significantly more than their counterparts in other corrections facilities. The entry level and top level for Cuyahoga County is $25,688 and $38,854.40; for Hamilton County $28,529 and $41,846; for Lucas County $25,896 and $41,475; for Montgomery

County $28,120 and $40,525; and, for Stark County $34,236.80 and $42,057.69. Those entry level and top-level pay for Franklin County is $39,873.60 and $69,388.80, respectively. Clearly, such indicates that these Deputies are paid more competitively than comparable Employees in those noted comparable jurisdictions. They have the highest entry-level wage of all major Counties and the top compensation level averages over $20,000 than their counterparts in comparable Counties. Approximately 57% of the Sheriff's Deputies work in the corrections capacity comparable to Corrections Officers. In this regard it is unreasonable to expect the County to provide the wage increase that is sought by the FOP to these Deputies working in corrections who are very highly compensated in relationship to their counterparts in other comparable Counties where a minority of Deputies work outside the Jail system.

Those working outside the Jail facility number approximately 283 and the aforementioned wage rates are also among the highest in comparison to wages paid to Deputies working outside the corrections facilities in other comparable Counties. For the Counties previously identified, the entry level for Deputies working outside corrections facilities are for Cuyahoga County $38,350.86 and the top level $50,637.83; for Hamilton County $41,753 and $54,366; for Lucas County $25,896 and $41,475; for Mahoning County $23,372.76 and $35,923.79; for Montgomery County $44,344 and $54,917; for Stark County $38,230.40 and $44,616; and, for Summit County $38,276.45 and $52,389.70. The Franklin County entry level pay for those Deputies that perform duties outside the Jail system is $39,873.60 and top level pay $69,388.80.

Even though a majority of the Deputies perform duties typically assigned to Corrections Officers in corrections facilities, they differ significantly from those law enforcement duties performed by Police Officers employed by municipalities. Despite these differences, these Deputies top wage rates compare favorably with the comparable jurisdictions depicted. Moreover, the wage rate comparables for the Sheriff's 33 Corporals, 36 Sergeants and 19 Lieutenants, are equally highly compensated for the work they perform. Both internal and external comparable data indicates that these Bargaining Unit members are well compensated compared to their counterparts.

Section 14.6 – Training and Experience Retention Credit

The Employer contends that any increase to the E-Step is completely unwarranted. The Union's proposal to increase the Training and Experience Retention Credit is unjustified based on the aforementioned comparable data relative to base wages. The Union proposal is extraordinary and absolutely unrealistic to increase wages for training and experience retention for members with ten (10) or more years of continuous service. There are 384 Bargaining Unit members with wages based on E-Step with 187 at D-Step many of whom will become eligible for E-Step during the term of the successor Agreement.

The payment for the Training and Experience Retention Credit is based upon a percentage wage differential increase over D-Step - the prior top step. The current language in the Contract provided for a 4% increase which rewarded Employees with ten (10) or more years of seniority. The FOP proposal to increase the E-Step to 5% in 2010, 5.5% in 2011, and 6% in 2012 is clearly unreasonable in light of any comparable data provided. Such is also increased when compounded by annual increases. The Training and Experience Retention Credit proposal coupled with the wage proposal increases for

Employees with ten (10) or more years of service would cost in excess of an additional $4.5 million over the life of the successor Agreement.

For these reasons the Sheriff requests that its proposal to maintain *status quo* be recommended.

RECOMMENDATION AND RATIONALE

Section 14.1 – Pay Ranges and Rates

Throughout the course of the three (3) days of mediation facilitated by the undersigned, the Parties articulated the uncertainty of what each could expect from the state of the economy and whether such would rebound. The County raised budgetary concerns about depleting its reserves in uncertain times and the Union emphasized the Carryover Balance and Reserves, as characterized by the Union to be near $190,000,000, this County enjoys in light of these recent financial hardships experienced locally, statewide, and nationally. The County emphasized financial and fiscal prudence with respect to what monetary enhancements could be achieved through the negotiations process between these Parties.

The Union emphasized, as was set forth in its Power Point presentation and supporting documentation, the types of duties that members of this Bargaining Unit performed in addition to those the County characterized as customarily seen performed by Corrections Officers working in Jails, detention centers and facilities. The Union emphasized these individuals initially are required to work in the Jails, they, after a period of time, receive adequate seniority to transfer into other Divisions including the SWAT Team, engage in high-profile drug matters, investigations, court services, civil process, the Bomb Squad, the Dive Team, the Technical Emergency Response to

Terrorism, the Center for Domestic Preparedness, the Federal Emergency Management Agency, National Incident Management System, as well as, the number of overall high-profile matters it has engaged in which go beyond the normal job responsibilities and duties the Employer wants to emphasize as being attendant with typical Corrections Officers' positions.

It is clear to the Factfinder that indeed while initially the majority of Employees, and that number would probably remain fairly constant until such time that significant seniority is obtained to transfer from the Jail, most of the Bargaining Unit serves in the corrections facilities. This is not to say that the duties they perform are any less valued or unnecessary, simply that they serve a purpose and those duties must be taken into consideration with respect to any recommendations set forth herein concerning their comparable worth in comparison to other types of positions couched under the heading of "Sheriff's Deputy". A Sheriff Deputy, as the evidence of record demonstrates, has far-reaching job responsibilities that initially include, for approximately 5 to 8 years after they are hired, time served in the Jail until they transfer out to one of the many areas identified as within the auspices of the Sheriff's Office. Indeed, the evidence of record clearly indicates that a Sheriff Deputy performs many of the same duties of their counterparts within Police Departments. As such, a limited comparison to Corrections Officers generally is not supported.

The Employer takes the position that it must maintain financial caution and it emphasized during the course of three (3) days of mediation facilitated by the undersigned that financial and fiscal prudence based on the unknown time frame when and/or if, the local, county, and national economy would recover. Indeed, based on the financial data provided by Christy Russell, Assistant Director, OMB, in comparison to that provided by Mr. Wade Steen, CPA, who formerly served in a somewhat similar capacity with Franklin County and testified on behalf of the FOP, seemingly came to the same conclusion; even though the cash Reserves exist, they have fluctuated somewhat by the economic downturn. The County overall, has enjoyed a financial posture that continues to be recognized with respect to its bond rating, its financial capabilities to continue to put money in Reserve, although not at the level it once enjoyed, but nonetheless it can afford certain economic enhancements for the duration of this Collective Bargaining Agreement. Given the uncertainty of any sustainable economic rebound and the existing budgetary constraints experienced at the State level, the historical "prosperous years" seen earlier simply are not present now. Indeed, while certain funding exists to finance economic enhancements for this successor Agreement, such must be met with the same financial prudence and caution that has served this County and these employees well. Pay increases have not been at the same level as was evidenced under the predecessor Agreement where a 12% wage increase was realized for the three-year predecessor Agreement and such have not been at those levels throughout the County.

The comparable data provided suggests to the Factfinder that while these Employees do indeed receive a very competitive wage and economic package as Employees of the Franklin County Sheriff's Office, as Sheriff Deputies, they are ranked in the middle to lower third of the Counties recognized as consistent comparables of other County Agencies provided. It would seem logical to conclude that their placement with respect to the rankings characterized by the advocates may be largely due in part to the characterization of the job duties performed by the majority of this Bargaining Unit, i.e., that of Corrections Officers type duties. Nonetheless, the Parties past Collective Bargaining history suggests that wage increases in the neighborhood of 4% were not uncommon and the Employer's overall financial status was far more certain and constant than the current state of affairs suggests today. The budgetary information of General Fund expenditures indicates that the Sheriff's Office Budget is the largest Budget within Franklin County and the appropriations for 2011 are 4.2% lower than they were for the previous year. Given the Franklin County's General Fund of nearly $336 million the proportionate required revenues and cash reserves are indeed necessary to withstand whatever adverse financial impact the current economy may present.

Moreover, it is clear that medical insurance increases, that will be discussed in greater detail *infra*, based on various factors, including that of a very speculative nature concerning the National Health Care Reform Act, indicate that there will likely be some increases in insurance costs realized for the County and consequently these Employees, as well as, other employees throughout the County. Such, obviously is funded through the General Fund as is this Agency. The overall FOP wage package based on a cost of 1% would equate to approximately $563,000. The "cost" of the total FOP proposal equates to $1,645,872 for year one; $1,843,835 for year two; and, $2,315,311 for year three, totaling $5,805,018 for the three years of the successor Agreement. Clearly, this proposal would require a substantial commitment by the County to fund that which the FOP seeks.

It is clear that revenue streams have been adversely impacted; real estate foreclosures are at an all time high thus adversely impacting Property Tax Revenue that may otherwise be available. Unemployment, while arguably improving, is at an all time high and will require a substantial improvement with the creation of sustainable jobs to rebound. It is apparent that fewer people are applying for jobs based on their failure to be able to find any type of sustainable employment therefore making the overall numbers of unemployment seem more promising than they actually may be. The ability to generate revenue from monies retained, reserved, or invested is also adversely impacted based on the lower interest rates that are now being paid. In addition, the overall uncertainty of when, and after what level of decline, the economy will have on this nation obviously will have a "trickle-down effect' on states, cities, counties, and local government.

The financial data provided indicates that despite the economic downturn, the "Total Tax Revenue" has increased from 2008 to 2009 and the "Total Revenue" to the General Fund has increased from 2009. However, expenditures have also increased at a greater amount, thus reducing the Reserves previously addressed and warranting reasonableness in this process. Additionally, the County has received favorable bond ratings and reports from Standard & Poor's; and, Moody's which suggests that its financial efforts have been beneficial. It must also be noted that numerous items involving "discretionary spending" were referenced whereby the County made such expenditures despite the current state of the economy.

Based thereon, given the hybrid composition of this Bargaining Unit, the majority of which serving in the correctional facilities, the consideration of the Employer's overall budget and in an attempt to recognize the need to maintain fiscal and financial prudence, it is recommended that the Parties adopt a wage increase for the first year of the Collective Bargaining Agreement of 2% across the board; a wage increase of 2.25% for the second year; and a wage increase of 2.5% for the third year of the successor

Collective Bargaining Agreement. Such as previously indicated must take into consideration that the Articles at impasse have a financial impact not only on the Employer who has the lawful authority to appropriate funds and to try and finance and administer that which is contained in the three-year Agreement, but also the impact on members of the Bargaining Unit who must adjust their lifestyles to recognize that indeed the ability to earn a 4% increase which has been seen in prior years is simply not conceivable given the current state of economic trends.

Section 14.6 – Training and Experience Retention Credit – "E-Step"

With respect to the so-called E-Step, which recognizes "senior" Deputies, defined as having ten (10) years or more Seniority, performing the same or similar law enforcement functions as their counterparts in local municipalities, will likely see a larger number of Employees receive that E-Step consideration under the life of the successor Collective Bargaining Agreement which will therefore add to the overall wage recommendation realized by these Bargaining Units and attendant funding by the County. The E-Step is opposed, at any level, by the Employer, recognizing that such only adds to its financial obligation in uncertain times.

Given the overall financial impact these Bargaining Unit members will likely endeavor particularly in light of the fact of the Insurance Article, which will see premium cost-sharing at rates these Employees have not experienced before, it is critical to at least place these Employees in a position where certain consideration be afforded them relative to addressing that which will likely require adjustments in their way of life. The E-Step represents another avenue for a wage increase that is not enjoyed by every member of the

Bargaining Units only those with ten (10) years or more of seniority. That provision has existed in the Agreement since it was implemented in 2002.

Based thereon it is recommended that there be no increase in the E-Step for the first year of the successor Collective Bargaining Agreement. The E-Step would remain at 4% as is current contract language; the E-Step would be increased 4.5% for the second year of the Agreement; and, to 5% for the third year of the contract. Stated another way there is no increase recommended for year one; a ½ % increase for year two; and, an additional ½ % on top of the year two increase equating to a 1% increase or 5% for year three.

ARTICLE 15 – SHIFT DIFFERENTIAL

Section 15.1 – Shift Differential Pay Rate

FOP POSITION

The FOP proposes an increase in the Shift Differential Pay Rate that would not be recognized retroactively but would increase the rate by $0.05 per hour, to $0.95 per hour, beginning with the first pay period in 2011. It also proposes an increase of $0.10 per hour beginning with the first pay period in 2012 which would equate to a Shift Differential of $1.05 by the end of the Agreement. Such, as it contends, recognizes the additional burden and stress that is placed upon the families and the physical health of Bargaining Unit members who work the second and third shifts. It rewards the members who are required to work those shifts and the average for members of other FOP Bargaining Units has steadily increased. The average rate in 2010 for the 19 Bargaining Units that have negotiated shift differential is currently $1.03 per hour. Eight (8) FOP Lodge 9 Bargaining Units have already negotiated Contracts lasting through 2012 that have an average 2012 Shift Differential Rate of $1.08 per hour. In this regard, the proposed increase in Shift Differential for this Bargaining Unit is reasonable and would allow this Bargaining Unit to remain close to the average Shift Differential Pay paid to law enforcement officers in other agencies throughout Franklin County.

For these reasons, the Union requests that its proposal be recommended.

FCSO POSITION

The Sheriff proposes to maintain the *status quo* which is contained in Tab 15 of its proposal. It emphasizes that these Deputies currently have the largest Shift Differential of any Collective Bargaining Unit in the Sheriff's Office or a Contract maintained under the direct auspices of the Franklin County Board of Commissioners. Based on the evidence of record and the comparable data provided, there is no justifiable basis to increase the Shift Differential in this regard. There is no high turnover rate on the second or third shifts and the estimated $0.05 for one year would result in an additional cost to the Sheriff of approximately $33,000 including PERS contributions. There is no compelling evidence of record to substantiate or warrant any increase in this Article.

For these reasons the Sheriff requests that the *status quo* be maintained.

RECOMMENDATION AND RATIONALE

Indeed, consistent with the Wage Article the Employer continued to emphasize throughout the course of the mediation and in the Factfinding Hearing that memorialized in its supporting documentation that Shift Differential is yet another means to increase its overall financial obligation that, based on current economic trends, is simply ill advised.

The comparable data provided indicates that indeed the fluctuation of Shift Differential among the Agencies noted has this Bargaining Unit in a favorable position. The OSU Unit is the lowest at .50 per hour and Perry Township the highest at $1.25 per hour. Historically, second and third shifts are the less desired shifts. Except for safety forces and other service industry employees, the vast majority of the "working world" maintains employment during the "dayshift".

Generally, Employees with less Seniority are often compelled to work said shifts until they achieve sufficient Seniority to move into the day shift schedule. In law enforcement, these shifts can be the busiest given the fact that during the bulk of these shifts, the other "working world" presents itself and encounters with law enforcement often increase. It is important to entice competent personnel to work these shifts in order to staff them with qualified individuals to handle these encounters.

Given the impact of a second and/or third shift commitment, Shift Differential is in place to reward those Employees who make those sacrifices to work outside of the normal "working world" shift. While it again must be emphasized that the initial year of the Parties' Collective Bargaining Agreement an additional financial commitment be met with caution as was consistent with the recommendation relative to Wages recognizing the impact that the Insurance cost-sharing will have on the Bargaining Unit, it is recommended that the Parties maintain the *status quo* for year one of the successor Collective Bargaining Agreement, or .90 per hour Shift Differential; and that the Shift Differential be increased by $0.05 per hour for year two, or to .95 per hour; and, an additional $0.05 per hour, or to $1.00 per hour, for year three. Such equates to a total increase at the end of the Agreement of $1.00 per hour Shift Differential. The effective dates of those enhancements would occur with the first pay period of 2011 and the first pay period of 2012. Such takes into consideration the adverse impact that a second and/ or third shift commitment places upon the Bargaining Unit member's family and more importantly the rigors and impact such may have on the Bargaining Unit member working that second or third shift and also insures that perhaps more seasoned/experienced personnel may be enticed to work these more rigorous shifts.

ARTICLE 24 - INSURANCE

Section 24.1 – Health, Hospitalization, Surgical and Major Medical

FOP POSITION

The FOP accepts the increases in the amount of Employee premium share in 2011 and 2012. The Parties are in Agreement with respect for both the rates for 2010 and 2011. The 2010 rates have been in effect since January 2010 and FOP accepts the increase proposed by the County for 2011. The 2011 premium share amounts reflect an increase in current rates of $5.00 per month to $60.00 for "single/single with children" coverage and an increase of $15.00 per month to $160.00 for "Employee/spouse/children" coverage.

The 2012 premium share proposals differ; however, the FOP is willing to accept an additional premium share increase and proposes an increase of $10.00 per month to $70.00 per month for a "single/single with children" and a $10.00 increase to $170.00 for "Employee/spouse/children coverage. This would equate to approximately 27% increase from current rates over the last two years of the Parties' Agreement.

The Union emphasizes that during 2007 negotiations the Bargaining Unit agreed to accept increases in premium share of 125% over the life of the Contract and other significant changes in Contract language affording the County the ability to provide unified health plan coverage to all County Employees. In this regard the FOP's proposal to increase premium share by 27% over the next two years is indeed reasonable and these Employees have demonstrated their willingness to make sacrifices in recognition of increased costs brought about in the health care industry.

These Bargaining Unit members did not pay any premium share until January 2007 and this proposal reflects a good faith effort to address this issue in a reasonable fashion. The County's 2012 premium share amounts of $105 per month and $225 per month greatly exceed the premium share amounts paid in all but a few local law enforcement agencies and are not justified by the County's finances or based on recent increases in health care costs. This reflects a one-year increase of 75% for "single/ single with children" and 41% for "Employee/spouse/children" coverage. The County's proposal, it argues, is apparently designed to enhance revenue and is not directly related to increases of costs of claims. Its proposal will simply shift the cost of Insurance to the Employees and reduce realized Wages for Bargaining Unit members.

It argues that the County's proposal also eliminates contractual language providing members with some basic level of assurance that their Insurance coverage will not unilaterally be "gutted" by the County. The County proposes the elimination of long-standing contractual language providing, "If the plan is modified, the County shall maintain coverage that are substantially similar to the coverage that are currently in effect as provided in the County Health Benefits Plan for Employees under the direct auspices of the Franklin County Board of Commissioners." If such is permitted the FOP's ability to negotiate Health Insurance benefits as a member's collective bargaining representative will be effectively nullified.

For these reasons the Union requests that its proposal be recommended.

FCSO POSITION

The Sheriff contends that the continuing escalation of health care costs necessitates the requirement for Employees to increase the Employee contribution to the monthly health care premiums during the remainder of the Contract term. It emphasizes that it has been able to negotiate significant cost-retention measures based on successful design changes intended to modify utilization behavior in order to reduce health care costs. The premium contributions it seeks produces some revenue to the County to offset the enormous costs providing the Employees with what it characterizes as a "Cadillac Plan" of Health Insurance coverage. The cost per Employee to the County is tremendous. The Health Insurance benefits proposal presented in these negotiations is the same Insurance model that is being applied to all other Franklin County agency Employees, as well as, to the Board of Commissioners. However, there is no contract that has been currently negotiated establishing a rate for the Employee contribution to the monthly Health Insurance premium for 2012.

Its proposal to require increased Employee contributions will encourage better utilization and raise revenue to offset increasing costs. Part of driving costs of health care for Franklin County is the fact that a spouse of an Employee historically has been covered at no cost or at a very modest rate of contribution. The County has subsidized the health care costs for these spouses some of whom are employed elsewhere. The County absorbed the cost of covering a significant majority of all spouses of County

Employees. The County recognizes the need to reduce this number as one means of controlling escalating health care costs.

The County includes coverage of non-spousal dependents at the individual Employee contribution amount. The Employer proposes a larger increase for spousal coverage in the later years of the Agreement and thus creates a larger gap between spousal coverage and single coverage including non-spousal dependents. The JBC recognized this is a means of assisting Employees who are single-family parents. Containing health care costs is a major component of the comprehensive plan to maintain the efforts for economic recovery. With the proposed increases in the Employee premium contribution the County will be able to maintain its very generous health care plan and provide it consistently and with uniformity to all Employees covered by the Plan.

It emphasizes that in 2010 the composite rate for insurance was $12,912 per Employee. That rate for 2011 increased to $13,944, an increase of $1,032. The Parties have agreed that in 2011 the Employee contribution will only increase by $10.00 per month or $120 of the total increase for the year in question.

For calendar year 2012 the composite rate increases to $15,408.12, an additional increase of $1,464.12. The FOP wants to pick up $120 of that total increase. Such would arbitrarily prohibit the Employer from making any increase that is financially meaningful. The Employer is seeking a greater cost-sharing relationship in the last year of the Contract which is still relatively low considering what is currently seen in the marketplace for comparable health care plans.

For these reasons the Employer requests that it proposal be recommended.

RECOMMENDATION AND RATIONALE:

Again, as has been emphasized with respect to the Wage recommendation, E-Step recommendation, and Shift Differential Pay recommendation, the cost for providing and maintaining Insurance benefits carries with it a substantial cost, is rapidly changing to address new comprehensive legislation, and is largely the highest benefit cost of any benefit payable to an Employee. As is consistent with statewide trends this Employer has not been immune from the increased costs in health care coverage. Such is evident with respect to the 2010 rates compared to that seen for 2011 and the staggering amount for an Employee for 2012 which will have a significant impact on the overall financial status of the County and as equally important, the impact placed upon the Employee. It must be emphasized that these employees have only been introduced to premium cost-sharing beginning in January 2007 and the contribution levels recognized herein are significant.

The Parties are in agreement regarding the 2010 and 2011 employee contribution rates and such is recognized as a Tentative Agreement for inclusion in the successor Agreement.

The year in question, 2012, recognizes that based on the projections indicated by the health care provider, the composite rate will increase will rise to $15,408.12, an increase of $1,464.12 from the previous year. Such is a substantial increase and must be met with an additional Employee contribution. In this regard it is recommended that the Parties adopt the Employer's premium share rate of $105 per month for calendar year 2012 for the "single/single with children" coverage and $225 per month for the

"Employee/spouse/children" coverage. Such takes into consideration the current state of the health care industry, as well as, the need to emphasize the cost sharing for what obviously is a very comprehensive Plan given the cost per Employee per year and benefit levels attendant therewith.

The "Substantially Similar" Language

With respect to the "substantially similar" language contained in the Parties' Agreement, it is recommended that the Parties maintain the *status quo* relative to that contractual provision which has been in the Agreement for some time and no compelling evidence exists to compel its deletion and/or modification. The evidence indicates that the Parties have realized somewhat constant Health Insurance benefit levels despite the increase in costs. Moreover, given the large number of employees within the County, it is likely that Insurance Carriers can carefully tailor a Plan that would remain consistent with the benefits these employees currently receive.

Section 24.5 – Life Insurance

FOP POSITION

The FOP has proposed an increase in Life Insurance coverage to $100,000 for each Bargaining Unit member. Obviously these Employees perform job duties that are dangerous and life threatening and the cost to the County for the proposed increase in this coverage is estimated to be less than $60.00 per year per member which is indeed affordable and well within its budgetary parameters.

For these reasons, the FOP requests that its proposal be recommended.

FCSO POSITION

The Sheriff takes the position that this represents yet another cost to its overall budget and is simply unwarranted. It contends that it must remain prudent with its spending and must contain costs that will have an adverse impact on its financial stability.

For these reasons the FCSO requests that the *status quo* be maintained.

Recommendation and Rationale

It is hereby recommended that the Parties adopt language that would implement an increase of Life Insurance coverage to each Bargaining Unit Member in the amount of $75,000 subject to Insurance Company guidelines. Such is a modest increase over the $50,000 current benefit. It also must be noted that in the event that the unfortunate occurs and the member is killed while in the line of duty, then the plan has a double indemnity clause. Benefits of this nature must also increase to withstand the increasing costs of life's demands and uncertainties for the remaining spouse and children. It is indeed, in the opinion of the Factfinder, a very important benefit for these Employees who perform dangerous duties and unfortunately may lose their lives in the performance thereof.

Section 24.7 - Wellness Incentive Program

FOP POSITION

The FOP proposes a Wellness Incentive Program recognizing the connection between health and wellness and Health Insurance costs. Such recognizes that members who stay healthy and do not utilize Sick Leave maintain the basic fitness level that is important for law enforcement officers in the daily performance of their duties. When these members do not utilize Sick Leave based on their personal health and wellness the

County would recognize significant financial savings and administrative efficiencies by not needing to schedule Overtime to cover Employees taking Sick Leave. That proposed by the FOP is part of four (4) other Collective Bargaining Agreements between the County and other Unions thereby confirming the County's recognition that the incentive is indeed valuable. The County benefits from lower separation payouts to Employees who retire from employment at the top step of the pay scale.

For these reasons the FOP requests that its proposal be recommended.

FCSO POSITION

The Sheriff opposes any Incentive Program allowing the Deputies to cash out unused Sick Leave since it deems such to be excessive when considering the Parties already have the Wellness Incentive Program pursuant to Article 21, titled "Vacation Leave, Personal Leave, Comp Time, and Military Leave". Under Section 21.2 Employees are entitled to eight (8) hours of Vacation Leave for every quarter in which Sick Leave is not used. The FOP's proposal relative to this Article would provide an additional "wellness incentive" that is simply excessive and should not be considered.

For these reasons, the FCSO requests that the FOP proposal not be recommended.

RECOMMENDATION AND RATIONALE

With respect to the Wellness Incentive proposal, the Employer's position is well taken given the similarities to Article 21 titled "Vacation Leave, Personal Leave, Comp Time, and Military Leave", which affords members of the Bargaining Unit the ability to "cash out" or receive eight (8) hours of Vacation for every quarter for which Sick Leave is not used. Such equates to four (4) additional Vacation days per year if the Employee does not utilize any Sick Leave during the course of a calendar year. Such is indeed an "incentive" such as that recognized in the Wellness Incentive proposal made by the FOP and in the opinion of the Factfinder would result in an additional financial obligation which, as previously discussed, is simply unwarranted given the current status of economic trends. In this regard it is recommended that the Parties do not adopt the language proposed by the FOP relative to this Article.

ARTICLE 25 – SPECIAL DUTY DETAIL

As indicated during the course of the presentation of evidence at the Factfinding and the absence of such in the Union's Pre-hearing Statement which does not contain any language concerning Special Duty Pay, it is hereby recommended that the *status quo* be maintained whether that be the absence of any type of Special Duty Plan/Policy or payment or that currently in place as was discussed during the course of mediation with the Parties.

ARTICLE 26 – DURATION

FOP POSITION

The FOP indicates that the Parties have reached a Tentative Agreement relative to this Article.

FCSO POSITION

The Sheriff acknowledges that the Parties are in Agreement on the Duration of the Agreement ending midnight December 31, 2012; however, the Parties disagree with the effective date of the Agreement.

RECOMMENDATION AND RATIONALE

It is hereby recommended that the Parties' Collective Bargaining Agreement have an effective date of the next date following the expiration date of the predecessor

Agreement and an expiration date of December 31, 2012. There is no evidence to suggest to the Factfinder that either Party has engaged in any dilatory practices that would otherwise adversely impact the completion of the negotiations process sanctioned under the Ohio Collective Bargaining Law. As such the Collective Bargaining Agreement shall recognize retroactivity and be applicable in accordance therewith.

Moreover, the Parties agreed at the initial stages of the Factfinding Hearing that if a member was eligible to receive Overtime on the last day of the predecessor Bargaining Agreement such would be applied under the "new" Collective Bargaining, successor Agreement. Such is so recommended.

ARTICLES NOT SPECIFICCALY ADDRESSED HEREIN

Moreover, it is recommended that those issues/Articles, if any, not subject to the presentation of evidence in this Factfinding Hearing, or those not referenced by either Party, shall be subject to the recommendation that the *status quo* relative to whatever policy, practice, contractual provision, or procedure that may have existed relative to the predecessor Collective Bargaining Agreement, be maintained for consideration in the successor Collective Bargaining Agreement ratified and implemented by these Parties.

CONCLUSION

The recommendations contained herein are deemed reasonable in light of the economic and contractual data presented; the presentations made by the Parties; and, are based on the common interests of both entities recognizing the painstaking efforts at the bargaining table resulting in many tentative agreements being reached. They are supported by the comparable data provided; the manifested intent of each Party as reflected during the course of this aspect of the statutory process; those tentative agreements reached by and between them during the course of mediation and negotiations prior to facilitation by the undersigned; any stipulations of the Parties that occurred during the course of mediation and/or the Fact- finding Hearing; and, are made herein based on the mutual interests and concerns of each Party to this successor Collective Bargaining Agreement.

David W. Stanton
David W. Stanton, Esq.
Factfinder

Dated: May 12, 2011
Cincinnati, Ohio

CERTIFICATE OF SERVICE

The undersigned certifies that a true copy of the foregoing Factfinding Report with "recommendations and supporting rationale" has been forwarded by electronic mail and overnight U.S. Mail Service to Robert D. Weisman, Esq., Aaron L. Granger, Esq., Schottenstein, Zox and Dunn, Company, LPA, 250 West Street, Suite 700, Columbus, OH 43215; Russell E. Carnahan, Esq., Hunter, Carnahan, Shoub & Byard, 3360 Tremont Road, Second Floor, Columbus, OH 43221; and J. Russell Keith, General Counsel and Assistant Executive Director, State Employment Relations Board, 65 East State Street, 12th Floor, Columbus, OH 43215 on this 12th day of May 2012.

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David W. Stanton, Esq. (0042532)
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SERB CASE NUMBERS: 09-MED-12-1516 & 09-MED-12-1517
FRANKLIN COUNTY SHERIFF -AND- FOP, CAPITAL CITY LODGE NO. 9
FACTFINDING

Gentlemen,

In accordance with Chapter 4117 of the Ohio Revised Code, enclosed herewith please find the Factfinder's Report with Recommendations and supporting Rationale; and, the Statement for Professional Services. Please forward this Statement to your respective Client and/or Local to insure payment thereof within the time frame noted thereon. Again, thank you for your patience and understanding during my medical issues.

Thanking you in advance for your courtesy, cooperation and for my selection as Factfinder, I remain.....

Cordially yours,

David W. Stanton, Esq.
Factfinder

DWS/lp.
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cc: Patrick F. Garrity (w/encs.)

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