

STATE OF OHIO  
BEFORE THE OHIO STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF FACT-FINDING	:	SERB Case Number: 10-MED-04-0476
	:	
BETWEEN THE	:	
	:	
<b>MAHONING COUNTY SHERIFF,</b>	:	Bargaining Unit: Gold Unit
<b>MAHONING COUNTY, OHIO,</b>	:	
	:	
Employer	:	
	:	Date of Hearing: December 1, 2010
AND THE	:	
	:	
<b>FRATERNAL ORDER OF POLICE,</b>	:	
<b>OHIO LABOR COUNCIL, INC.,</b>	:	Howard D. Silver
	:	Fact Finder
Union	:	

FACT FINDER'S REPORT AND RECOMMENDATION

APPEARANCES

For: Fraternal Order of Police, Ohio Labor Council, Inc., Union

Charles Wilson  
Staff Representative  
Fraternal Order of Police  
2721 Manchester Road  
Akron, Ohio 44319

For: Mahoning County Sheriff, Mahoning County, Ohio, Employer

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Downes Fishel Hass Kim LLP  
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This matter came on for fact-finding hearing at 10:00 a.m. on December 1, 2010 in the offices of the Mahoning County Sheriff, 110 Fifth Avenue, Youngstown, Ohio 44503. Both parties were afforded a full and fair opportunity to present evidence and arguments in support of their positions. The fact-finding hearing concluded at 3:00 p.m. on December 1, 2010.

This fact-finding process proceeds under the authority of Ohio Revised Code section 4117.14 and in accordance with rules adopted by the Ohio State Employment Relations Board, including Ohio Administrative Code section 4117-9-05. The fact-finding hearing that occurred on December 1, 2010 followed a mediation session held on November 18, 2010.

#### RECOMMENDATION OF ALL TENTATIVELY AGREED ARTICLES

The fact finder recommends that all of the language tentatively agreed by the parties for inclusion in their successor Agreement be included in the parties' successor collective bargaining agreement. The language tentatively agreed for inclusion in the parties' successor Agreement prior to November 18, 2010 includes the following:

Article 2 – Recognition of the FOP

Article 3 – Non-Discrimination

Article 4 – Conformity to Law

Article 5 – Management Rights

Article 6 – Payroll Deduction & Fair Share

Article 7 – Grievances

Article 11 – Seniority

Article 12 – Probationary Period

Article 13 – Bill of Rights

Article 14 – Work Rules/Regulations

Article 15 – Discipline

Article 17 - Labor Management Committee

Article 18 - Ohio Labor Council/FOP Activities

Article 24 – Injured on Duty

Article 25 – Transitional Work Program

Article 26 - Child Care/Maternity Leave

Article 27 - Bereavement Leave

Article 28 – Family and Medical Leave Act

Article 29 – Substances Testing and Assistance

Article 30 – Employee Assistance Program

Article 31 – Notice to Change Schedule

Article 36 – Suspension of Agreement in Emergency

Article 39 – Personnel Files

Article 40 – Indemnification

Article 42 – Shift Exchange

Article 43 – Hostage Leave

Article 44 – Spouse Benefit

Article 45 – Jury Duty

Article 46 – Military Leave

Article 47 – Critical Incidents

Article 49 – Fitness for Duty

Article 54 – Retirement

## UNRESOLVED ARTICLES

The Articles that were tentatively agreed by the parties on December 1, 2010 are:

Article 1 – Purpose

Article 8 – Sick Leave

Article 9 – Hours of Work

Article 10 – Training Time

Article 16 – Layoff and Recall

Article 19 – Overtime

Article 20 – Holidays

Article 21 – Vacations

Article 22 – Clothing and Maintenance Allowances

Article 23 – Longevity Pay

Article 32 – Vacancies/Job Bidding

Article 33 – Shifts and Days Off

Article 34 – Insurance Coverage

Article 35 – Compensation

Article 37 – Promotions

Article 38 – Continuing Education

Article 41 – Hazardous Duty Pay

Article 48 – Professional Development

Article 50 – Contracting Out

Article 52 – Government Programs

Article 53 – Reinstatements

Appendix A (left blank intentionally)

Appendix B – Frozen or Suspended Provisions and Reopener Negotiations

Two Articles were not tentatively agreed – Article 51, Minimum Staffing, and Article 55, Duration.

#### FINDINGS OF FACT

1. The parties to this fact-finding process, the Mahoning County Sheriff, Mahoning County, Ohio, the Employer, and the Fraternal Order of Police, Ohio Labor Council, Inc., the Union, engaged in good faith bargaining in 2010 about a successor collective bargaining agreement.
2. The parties participated in a mediated bargaining session on November 18, 2010.
3. The most recent collective bargaining agreement between the parties was effective through December 31, 2008.
4. This fact-finding procedure addresses a bargaining unit comprised of eighteen Sergeants, six Lieutenants, and three Captains employed by the Mahoning County Sheriff, a bargaining unit known as the Gold Unit, with all twenty-seven bargaining unit members authorized to carry out supervisory responsibilities.
5. The Mahoning County Sheriff, Mahoning County, Ohio is a public employer pursuant to Ohio Revised Code section 4117.01(B).
6. The Union is the exclusive representative of the bargaining unit pursuant to Ohio Revised Code sections 4117.01(E) and 4117.05.
7. A bargaining unit comprised of uniformed patrol officers employed by the Mahoning County Sheriff's Department is known as the Blue Unit.

8. The Blue Unit participated in a process of interest arbitration through which Arbitrator Harry Graham issued a decision and award on October 30, 2010 about the Blue Unit's successor collective bargaining agreement with the Mahoning County Sheriff, Mahoning County, Ohio.
9. It is agreed by the parties to this fact-finding process that the decision and award of Arbitrator Graham issued on October 30, 2010 shall apply to the Gold Unit, along with the language bargained by the parties for the Gold Unit's successor Agreement.

## DISCUSSION AND RECOMMENDED LANGUAGE

### Article 1 – Purpose

The parties tentatively agreed to retain the current language in Article 1 in their successor Agreement, the same language found in the Blue Unit's successor Agreement. The fact finder recommends this language.

### Recommended language – Article 1 - Purpose

**Section 1.01** THIS AGREEMENT is made between the Mahoning County Sheriff's Department, and the Mahoning County Board of County Commissioners, hereinafter referred to as the "Employer"; and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the "F.O.P.", for the purpose of fully setting forth all agreements reached on the subject of negotiations, as required by Section 4117.09(A) of the Ohio Revised Code. This Agreement shall comply with all other applicable State and Federal laws.

**Section 1.02** All adopted articles in this contract, which include specific changes to any section of Ohio Revised Codes inclusive of Ohio Civil Service Law, are intended to supercede such law and shall be so construed by any court or administrative proceeding.

### Article 8 – Sick Leave

The parties tentatively agreed to the following language for inclusion in Article 8 of their successor Agreement. The fact finder recommends this language.

## Recommended Language – Article 8 – Sick Leave

**Section 8.01** Bargaining unit employees shall earn sick leave at the rate of 4.6 hours for every 80 hours in active pay status. This includes those periods when an employee is using accumulated sick leave, holidays, vacation, compensatory time, or personal leave, but does not include time during a leave of absence or time in no-pay status.

**Section 8.02** Sick leave shall be charged in minimum units of one (1) hour. Employees are charged for sick leave only for days when they would have otherwise been scheduled to work. Sick leave payment will not exceed the normal workday or workweek earnings, or a maximum of 80 hours per pay period.

**Section 8.03** Sick leave may be granted, upon proper application and approval by the Sheriff or his designee, for the following reasons:

- a. Illness of or injury to the employee or a member of the employee's immediate family. For purpose of the use of sick leave, immediate family shall be defined as spouse, child, grandparents, a parent or a ward, or other person for whom the employee stands in loco parentis.
- b. Medical, optical, psychological, psychiatric, or dental examinations of the employee, by a licensed practitioner, when such examination or examinations cannot be scheduled during non-working hours.
- c. Periods when the employee or a member of the employee's immediate family as defined in 8.03(a) hereof is afflicted with a contagious disease or requires care and attendance of the employee, or when through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others.

**Section 8.04** Upon return to work from sick leave use, an employee shall fill out a form to state the sick leave absence was due to an illness or injury ~~The form used shall be attached to this Agreement as Appendix I.~~

**Section 8.05** When the use of sick leave is required to care for a member of the employee's immediate family, the Employer may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person.

**Section 8.06** If medical attention is required, or if the employee is required by the other provisions of this Article to provide a medical statement, the employee shall, at the request of the employer, furnish a statement from a licensed medical provider on his or her letterhead, stating that the employee is medically able to return to work and perform his or her regular duties. Falsification of a medical statement or falsification of a reason for using sick leave will be grounds for discipline.

**Section 8.07** When an employee is absent from work and using sick leave for a period of more than three (3) consecutive work days, ~~or two (2) consecutive days if the employee is assigned shifts longer~~

~~than eight (8) hours~~, the employee shall, at the request of the Employer, be required to submit a statement from the treating physician.

**Section 8.08** When an employee is unable to report for work and wishes to use sick leave, the employee shall personally notify his supervisor or other designated person as soon as possible but not later than one (1) ~~two (2)~~ hour(s) prior to the time that he is scheduled to work unless exigent circumstances prohibit such notification. An employee shall be required to report off each day that sick leave is used. Any lengthy absence due to an illness or injury shall not require a daily notification but the employee will be required to submit a medical statement advising the department of his scheduled return date. If it appears that the employee is unable to return on the scheduled date, the treating physician shall provide the employer with an alternate date of return.

**Section 8.09** An employee who, after completion of eight (8) years service with the Mahoning County Sheriff's Department dies, retires or separates from the department in good standing, shall be entitled to receive payment in cash for thirty-five percent (35%), and after 10 (10) years completion increase payment to fifty (50%) and after completion of 15 years (60%) sixty percent of the total accumulated but unused sick leave. Payment hereunder shall eliminate the accrued balance.

**Section 8.10** Any employee who has not used any sick leave during any quarter of the year and maintains a minimum of 80 sick hours, he/she shall be entitled to a bonus as follows beginning April 1, 2004:

		<u>2006</u>	<u>2007</u>	<u>2008</u>
1 <sup>st</sup> Quarter	January 1 through March 30	\$550.00	<del>\$550.00</del>	<del>\$550.00</del>
2 <sup>nd</sup> Quarter	April 1 through June 30	\$550.00	<del>\$550.00</del>	<del>\$550.00</del>
3 <sup>rd</sup> Quarter	July 1 through September 30	\$550.00	<del>\$550.00</del>	<del>\$550.00</del>
4 <sup>th</sup> Quarter	October 1 through December 31	\$550.00	<del>\$550.00</del>	<del>\$550.00</del>

Employee must be active on the payroll for the entire quarter to be eligible for this incentive. Payment shall be paid in the first full pay period after each quarter.

Any Bargaining Unit Member who maintains a sick leave balance of 500 sick leave hours can use an unlimited amount of sick leave in any calendar year, without losing the sick leave incentive.

**For the period of July 1, 2010, until at least December 31, 2011, subject to the reopening of negotiations regarding this provision, the provisions of this section will be "suspended" or "frozen." That is, there will be no payments made to employees under the provisions of this section from July 1, 2010, through December 31, 2011 and any payments thereafter will be subject to the negotiations of the reopener provisions for negotiations of this Agreement. That is, the provisions of this section shall not apply or be utilized during the period of July 1, 2010 through December 31, 2011, and the provisions of this section will be subject to the negotiations of the "reopener" provision for this section and other sections of this Agreement suspended subject to the "reopener" provision of this 2010 to 2013 Agreement, Appendix B.**

**Section 8.11** An employee that reports off sick for their scheduled shift will have the option of using Accumulated Time (A/T), Vacation time, or Personal Time in lieu of using sick time. The employee

must state if they are using sick time or Accumulated Time (A/T), Vacation Time, or Personal Time when the employee reports off for his assigned shift.

**For the period of July 1, 2010, until at least December 31, 2011, subject to the reopening of negotiations regarding this provision, the provisions of this section will be “suspended” or “frozen.” That is, there will be no payments made to employees under the provisions of this section from July 1, 2010, through December 31, 2011 and any payments thereafter will be subject to the negotiations of the reopener provisions for negotiations of this Agreement. That is, the provisions of this section shall not apply or be utilized during the period of July 1, 2010 through December 31, 2011, and the provisions of this section will be subject to the negotiations of the “reopener” provision for this section and other sections of this Agreement suspended subject to the “reopener” provision of this 2010 to 2013 Agreement, Appendix B.**

**Section 8.12** Employees who have used all their earned sick leave may select to use all earned time provided in this Labor Agreement for the purpose of an extended sick leave of over three (3) days. The Employer may not deny the use of earned paid leave for any employee who provides proof of an extended illness or injury and an expected date of return.

**Section 8.13** The Employer will discipline members for abuse or patterned use of sick leave.

**Section 8.14** The employees who are eligible for this incentive program may use another option of the incentive. He/she may request that the bonus be prorated into compensatory time to be used at a later date and such request must be made in writing to the Personnel Coordinator on or before the last day that any quarter ends: Quarters shall be Jan. to March; April to June; July to September; and Oct. to Dec.

**For the period of July 1, 2010, until at least December 31, 2011, subject to the reopening of negotiations regarding this provision, the provisions of this section will be “suspended” or “frozen.” That is, there will be no payments made to employees under the provisions of this section from July 1, 2010, through December 31, 2011 and any payments thereafter will be subject to the negotiations of the reopener provisions for negotiations of this Agreement. That is, the provisions of this section shall not apply or be utilized during the period of July 1, 2010 through December 31, 2011, and the provisions of this section will be subject to the negotiations of the “reopener” provision for this section and other sections of this Agreement suspended subject to the “reopener” provision of this 2010 to 2013 Agreement, Appendix B.**

**Section 8.15** The parties as ~~defined in Article 9~~ may meet and mutual agree to amend the terms of this section that could result in any deferred compensation program for health benefits or otherwise available retirement program utilizing benefit funds derived from this Article.

**~~Section 8.13 ABUSE OF SICK LEAVE~~**

**~~In the event that a member is suspected of abusing sick leave, the Employer may require the member to justify his/her use of sick leave by obtaining a physician’s certificate, at Employer’s expense, from a physician designated by the Employer. In addition, or in the alternative, the Employer may require the member to obtain a certificate from his own~~**

~~doctor at the member's own expense, or other verification of illness or injury acceptable to the Employer, for any or all future absences for which sick leave is claimed within a period of six (6) consecutive months.~~

~~Grounds for suspicion of leave abuse shall include, but not limited to, information received by the Employer that the Bargaining Unit member is, or was, during any time for which sick leave is claimed:~~

- ~~1. Engaging in other employment;~~
- ~~2. Engaging in strenuous physical exercise of recreation, including work around the home, other than as ordered or recommended by a doctor;~~
- ~~3. Present in a tavern or other place inconsistent with a claim of illness or injury;~~
- ~~4. Absent from home or place of confinement or convalescence when called or visited by representatives of the Employer, except in cases where the member can produce verification (such as hospital or medical clinical admissions or treatment slip or a receipt for the purchase of medicines from a pharmacy or a reasonable explanation) that his absence was for reasons directly related to the treatment of his illness or injury.~~

~~Any member who is suspected of abusing sick leave shall be confronted with such suspicion by his supervisor and given an opportunity to explain his use of sick leave prior to being required to produce a physician's certification for future absences as set forth above.~~

~~While on paid sick leave employees are not authorized to work at other jobs without the written permission of the Employer.~~

## Article 9 – Hours of Work

The parties tentatively agreed to the following language for inclusion in Article 9 of their successor Agreement. The fact finder recommends this language.

### Recommended language – Article 9 – Hours of Work

**Section 9.01 Bidding and Schedules** The hours of work shall be through the bidding process established in this Collective Bargaining Agreement. The selection of shifts shall be by the divisions, with an exception of those members who work in administration and work eight (8) hours a day Monday through Friday and off on Saturdays, Sundays and holidays. Those employees referenced as working in administration will be based on the past practice of the operations of the Sheriff's Department. Existing schedules, at the time of this agreement, shall remain the same unless mutually agreed to by the parties. The parties are the contract negotiation team, the FOP/OLC associates, and the Sheriff.

**For Sergeants Only:** Any division in which the twelve (12) hour work schedule is implemented shall implement said schedule within the entire division **for Sergeants only**. The twelve (12) hour work schedule **for Sergeants** cannot be implemented by assignment of individuals or to only particular shifts.

**Lieutenants and Captains are excluded from the terms of this paragraph subject to the reopener provisions of Appendix B.**

**Section 9.02 Eight (8) Hour Shifts**

- A.** A week shall be defined as seven (7) days. beginning at 0600 hours Sunday morning, and ending at 0600 hours on the following Sunday morning. The shifts shall be defined as 1<sup>st</sup> shift – 0600 to 1400 hrs; 2<sup>nd</sup> shift – 1400 to 2200 hrs; 3<sup>rd</sup> shift – 2200 to 0600 hrs.
- B.** A day shall be defined as twenty-four (24) hours., beginning at the starting time of the bargaining unit employee’s scheduled work day.
- C.** A work week will consist of five (5) eight hour days of work, with two (2) consecutive days off. Personnel on a Monday through Friday work schedule shall be deemed to have consecutive days off.
- D.** A work day shall be eight (8) consecutive hours in a twenty-four (24) hour day.

**Section 9.03 Ten (10) Hour Shifts**

- A.** A week shall be defined as seven (7) days.
- B.** A day shall be defined as twenty-four (24) hours.
- C.** A work week will consist of four (4) ten hour days of work.
- D.** A work day shall be ten (10) consecutive hours in a twenty-four (24) hour day.

**Section 9.04 Twelve (12) Hour Shifts**

- A.** A week will be defined as seven (7) days, beginning at 0700 hours Sunday morning and ending at 0700 hours on the following Sunday morning. The shifts shall be defined as 1st shift – 0700 to 1900 hrs and 2nd shift - 1900 to 0700hrs. ~~including an attached eight (8) hour day every other week., 1st shift shall be defined as 0700 to 1500 and 2nd shift 1900 to 0300 and~~ Days off will be consecutive. A payroll period shall be eighty (80) hours in a two week period.
- B.** Supervisors shifts will begin and end one half (1/2) hour ahead of the blue unit.
- C.** A day shall be defined as twenty-four (24) hours., beginning at the starting time of the bargaining unit employee’s scheduled workday.
- D.** A workday shall be twelve (12) consecutive hours in a day (as defined in **9.03(A)** ~~–B– section 04~~).

**Section 9.045.** Bargaining Unit Members shall earn sick leave at a rate of 4.6 hours for every pay period worked or in active pay status.

**Section 9.056** Bargaining Unit Members shall earn vacation leave as defined in Article 21, (based on years of service), and shall accrue based on pay periods in an active pay status.

**Section 9.067.** Holiday Pay (Article 20) shall remain the same with an exception of the calculations of pay and time worked shall be based on a twelve (12) hour workday.

**Section 9.078** Wages shall be based on the Bargaining Unit Employees Annual rate of pay and the existing formula establishing the bi-weekly pay period and overtime. The twelve (12) hour shifts are based on pay periods worked or in active pay status. **When the twelve (12) hour shift schedule provides for a rotating twelve (12) hour shift (every third week) the rotating twelve (12) hour shift shall be paid at straight rate pay.**

#### Article 10 – Training Time

The parties tentatively agreed to the following language for inclusion in Article 10 of their successor Agreement. The fact finder recommends this language.

#### Recommended language – Article 10 – Training Time

**Section 10.01** When the Sheriff or his designee orders training for bargaining unit employees, the employees shall be paid for such time spent in actual training. All reasonable expenses by the employee in training shall be reimbursed, upon proper application therefore, by the County.

**Section 10.02** When training is ordered by the Sheriff or his designee and attendance at such training requires that the employee attend outside of his regularly scheduled work week, the employee shall be compensated according to the overtime provisions of this contract. However, the Sheriff shall maintain the right to reschedule employees to meet staffing needs upon fourteen (14) days notice in advance of the training session.

**Section 10.03** All information of job related schools shall be posted on designated department bulletin boards and available for review by all bargaining unit members. The name of the person or persons to contact for additional information on training shall also be posted in the same area.

**Section 10.04** Members of the bargaining unit shall have equal opportunity to attend any training provided by the Employer.

**Section 10.05** No overtime shall be paid for training not ordered by the Sheriff. No overtime shall be paid for time used in travel to and from training. Travel and per diem will be reimbursed according to county policy.

**Section 10.06** Request for training at the employee's expense shall be approved or disapproved by the ~~Administrative~~ Division Commanding Officer within seven (7) days upon receipt of such request. Any request shall not be unreasonably denied.

**Section 10.07** Request for training at the Employer's expense shall be approved or disapproved by the ~~Administrative~~ Division Commanding Officer within fourteen (14) days upon receipt of such request.

~~Addendum to Article 10 Training Time~~ **EXPIRED PROVISION**

~~The parties agree that the following training provisions will apply to all training issues for the calendar year 2006 only, and shall not be construed as to apply to any future calendar years. The purpose of this provision is to accelerate the compliance with Nathaniel Roberts, et al., vs. County of Mahoning, United States District Court, Northern District of Ohio Case No.4:03-CV-2329.~~

- ~~1. Each affected bargaining unit member shall receive a one time payment of \$500.00 after he or she completes any or all of the following training requirements for year 2006 without regard to the requirements of Article 10 of this Agreement, nor any other Articles for overtime, scheduling or bidding, and without any further costs to the County and the Mahoning County Sheriff's Department. This shall not be construed as multiple payments for each requirement. Each employee is limited to a maximum payment of the \$500.00 regardless of the number of hours they are required to attend.
  - ~~a. The 24 Hour In Service Training requirements for 2006~~
  - ~~b. The 136 Hour Corrections Course for those individual members that are presently deficient in the 136 Hour Corrections Course.~~
  - ~~c. The 40 Hour Supervisor Course, for those individual members that are presently deficient in the 40 Hour Supervisor Course.~~~~
- ~~2. All payments for this training incentive will be made to members upon completion of the required training. Completion of required training for each individual member will be documented, approved by supervision, and have final approval of the administrator. Once administrative approval is verified, payment will be made to the member in the subsequent pay period.~~
- ~~3. The Sheriff will further require that all future employees that would be known as Deputy Cadets will be required to have the OPOTA certifications for Peace Officer and Corrections Course (presently 136 hour) at the time of employment or no longer than one year after employment at their own cost and on their own off duty time. Failure to possess these required certifications will be cause for termination.~~

## Article 16 – Layoff and Recall

The parties tentatively agreed to the following language for inclusion in Article 16 of their successor agreement. The fact finder recommends this language.

### Recommended language – Article 16 – Layoff and Recall

**Section 16.01** Bargaining unit members may be laid off as a result of lack of work or a lack of funds or job abolishment, but only after all temporary, part-time, seasonal and intermittent employees in the department have been laid off or terminated. No unpaid volunteers, contract employee, or any person not in the bargaining unit member classification shall work in place of bargaining unit employees while bargaining unit members are on layoff and eligible for recall. For purposes of this Section, "Job Abolishment" shall mean the permanent elimination of a position from the department. ~~Layoffs shall be determined by seniority. Any bargaining unit member laid off shall be laid off by the least departmental seniority. Departmental seniority shall be from the date of hire as a full time employee with the Mahoning County Sheriff's Office.~~ **Employees shall be laid off by "last in – first out" in the Gold bargaining unit, i.e. by bargaining unit seniority or the continuous, uninterrupted service in the classifications in this bargaining unit.**

**Section 16.02** Before any employee is given notice of layoff, the Union and the Employer will meet twenty-four (24) days before notice of lay-off for the purpose of discussing the impact of layoffs on bargaining unit employees and possible alternatives to layoffs.

**Section 16.03** Laid off employees shall be notified at least fourteen (14) days prior to layoff by ~~certified letter~~ **personal delivery, regular U.S. mail or e-mail**. The notice shall contain the date of commencement of layoff. The Union shall be given a copy of all layoff notices.

**Section 16.04** All employees in the department shall be offered a voluntary layoff before employees are laid off involuntarily. The employee must agree in writing as to the duration of the layoff before a voluntary layoff is effective. Any voluntary layoff shall be no less than thirty (30) days. A member who is on voluntary layoff has the right of refusal for call back, and such refusal shall not affect the member's right under Section 07 of this Article.

~~**Section 16.05** Employees from the classifications of lieutenant, and captain may displace employees of a lower classification (rank) of the bargaining unit provided the employee(s) have greater classification seniority than the employee(s) being displaced. Displacement will be of the employee(s) with the least classification seniority who in turn will be laid off.~~

**Employees from this bargaining unit (Gold) may displace to positions in the Blue unit pursuant to the displacement provision contained in the layoff article of the Blue unit Agreement.**

~~**Section 05**~~ **16.06** Employees shall retain recall rights for thirty-six (36) months.

~~**Section 06**~~ **16.07** When a recall is necessary in which an employee with recall rights was laid off or displaced from, recall shall be made in the inverse order of a layoff ~~by classification (rank)~~. Any

recalled employee required by management to have additional training to meet the position qualification in existence at the time of recall, must satisfactorily complete any additional training requirements within twelve (12) months of the recall. Any training required in this Section shall be at the Employer's expense.

**Section 07 16.08** The Union and the employee being recalled shall be notified by certified letter, **personal delivery, or email** at least fourteen (14) days before the recall commences. An employee shall notify the Employer in writing within five (5) calendar days following the receipt of the notice (or the Union's receipt of the notice) of the employee's intention to return to work.

#### Article 19 - Overtime

The parties tentatively agreed to the following language for inclusion in Article 19 of their successor Agreement. The fact finder recommends this language.

#### Recommended language – Article 19 – Overtime

**Section 19.01** Overtime shall be paid at the rate of one and one-half (1½) times a rate determined by dividing the employee's base pay by 2,080 hours. All bargaining unit employees shall be compensated at such rate for all hours worked over in a workday or, in excess of hours in any workweek. At the employee's option, the employee may be compensated with compensatory time. Compensatory time will be accumulated at employee's request. There will be no limit/cap on the number of compensatory hours that may be accumulated by an employee.

**Gold Unit Bargaining Unit members agree that from 12/05/2010 through 12/31/2011, ~~to not incur or be paid any overtime.~~ members will work their assigned or bid schedule, but will not be compensated for overtime for the above-listed duration. If a member works over the hours of their scheduled shift, or on a day not scheduled, that member will flex the time, within fourteen (14) calendar days of its occurrence on an hour for hour basis. The Union and member will work to schedule the flex time. If the member is unable to flex his or her schedule within fourteen (14) calendar days, that member shall be compensated for any time worked over eighty (80) hours at straight time, with the approval of the Division Commander. The terms of this section do not apply to overtime worked on holidays which overtime hours will be paid at time and a half. The terms of section 19.01 shall be reinstated effective 01/01/2012.**

**Section 19.02** All employees covered by this Agreement who are called out by a properly authorized person shall receive call out pay of four (4) hours straight time when called out for court, and three (3) hours straight time when called out for other reasons. The employee shall receive the call out pay as set forth herein, or the actual time worked, whichever is greater, at the overtime rate.

**Section 19.03** Holidays sick days, vacation days, personal days, and compensatory time shall be considered hours worked for the computation of overtime.

~~**Section 19.04.** A voluntary RDO sign up roster will be available in the supervisors office for employees to sign up to work any of their days off. The list will be filled in conjunction with the pay periods. If overtime is necessary, the supervisors will call those who signed up to work by seniority until accepted and or filled. The list shall rotate, as used; placing the top member to the bottom of the list if overtime is worked, refused, or no reply.~~

~~If there are no employees signed up or volunteering to work their day off, then the supervisor will first use all eight hour scheduled members to schedule overtime followed by the twelve hour scheduled members by using the following procedure. A seniority list of each shift within a division shall be used for selection of overtime. Starting with the most senior member in his/her classification currently on duty working that shift. The list shall rotate, as used, placing the top member to the bottom of the list if overtime is worked, and if overtime is refused, the member is placed at the bottom of the list.~~

**Section 19.05 04** Any employee who works overtime may request to work any assignment within his division for the overtime hours worked. Such request shall not be unreasonably denied.

**Section 19.06 05** Employees ordered to work overtime shall be selected from the bottom of the seniority list and the seniority rotation shall be in inverse order.

**Section 19.07 06** Employees may each year of the Labor Agreement request payment for unused compensatory time up to two hundred (200) hours, and such payment shall be on the first payday in December. Request for payment shall be made in writing on the approved "Documentation of Leave Form" shown as appendix I to this Agreement to the Sheriff, via the chain of command, no later than October 31<sup>st</sup> of each year.

**For the period of July 1, 2010, until at least December 31, 2011, subject to the reopening of negotiations regarding this provision, the provisions of this section will be "suspended" or "frozen." That is, there shall be no payments for conversion of compensatory time, and the provisions of this section shall not apply or be utilized during the period of July 1, 2010 through December 31, 2011, and the provisions of this section will be subject to the negotiations of the "reopener" provision for this section, and no payments for conversion of compensatory time will be made until a new agreement is reached for this and other sections of this Agreement suspended subject to the "reopener" provision of this 2010 to 2013 Agreement, Appendix B.**

**Section 19.08 07** The use of compensatory time by the employee will be at the discretion of the employee. The Employer has the right to deny such request if the time off interferes with the efficient operations of the department.

~~**Section 09.** By mutual agreement of the parties, this article may be negotiated for change as defined in Article 9.~~

## Article 20 – Holidays

The parties tentatively agreed to the following language for inclusion in Article 20 of their successor Agreement. The fact finder recommends this language.

### Recommended language – Article 20 – Holidays

**Section 20.01** Each bargaining unit employee shall be entitled, according to their days at work bid schedule, (8) hours or (12) hours off with pay on the following holidays: the first day of January (New Year's Day), the third Monday in January, (Martin Luther King Day), the third Monday in February (President's Day), the last Monday in May (Memorial Day), the fourth day in July (Independence Day), the first Monday in September (Labor Day), the second Monday in October (Columbus Day), the eleventh day of November (Veteran's Day), the fourth Thursday in November (Thanksgiving Day), and the twenty-fifth day of December (Christmas Day). Each bargaining unit member will be entitled to eight hours of pay for any holiday that occurs on a scheduled day off. An employee shall receive his/her birthday off. Birthday is not a premium holiday and shall be paid at regular hourly rate. The holiday shall be calculated for pay purposes only to be from the start of any given shift on the actual defined holiday that the member is at work.

**Section 20.02** Any bargaining unit employee who is required to work on any of the holidays set forth in Article 20, Section 20.01. Hereof shall receive an hourly rate of pay which is 2½ times the employee's regular hourly rate of pay for all hours worked on said holiday.

**For the period of July 1, 2010, until at least December 31, 2011, subject to the reopening of negotiations regarding this provision, the provisions of this section will be “suspended” or “frozen.” Employees shall be paid at the rate of one and one-half (1½x) their base rate of pay during the period of July 1, 2010 to December 31, 2011, and until a new Agreement is reached pursuant to the reopener provisions of this Agreement. That is, the provisions of this section shall not apply or be utilized during the period of July 1, 2010 through December 31, 2011, and the provisions of this section will be subject to the negotiations of the “reopener” provision for this section and other sections of this Agreement suspended subject to the “reopener” provision of this 2010 to 2013 Agreement, Appendix B.**

**Section 20.03** In order to receive holiday pay, an employee must work his regularly scheduled shift preceding or succeeding the holiday, unless the employee is off on regularly scheduled vacation leave. An employee who reports off sick on the holiday, without a physician's statement or certificate shall not be eligible for either sick leave pay or holiday pay. An employee who reports off sick on a holiday and who provides upon his return a physician's certificate shall ~~be entitled to use~~ eight (8) or (12) hours of sick leave according to their bid schedule at the employee's regular rate.

**Section 20.04** When a holiday established herein falls during a week in which an employee is on scheduled vacation, the employee shall not be charged for vacation leave for such holiday and the vacation leave which has been used shall remain to the credit of the employee's vacation leave balance.

**Section 20.05** In addition, each bargaining unit employee shall receive four (4) personal days. These personal days shall be taken within the contract year providing such requests are not denied by the Employer. The employee shall be required to notify the appropriate supervisor at least one (1) hour prior to the use of a personal day, but preferably in one (1) shift.

Article 21 – Vacations

The parties tentatively agreed to the following language for inclusion in Article 21 of their successor Agreement. The fact finder recommends this language.

Recommended language – Article 21 – Vacations

**Section 21.01** Each full-time member of the bargaining unit, after service of one (1) year, shall have earned, and will be due after the first year of service, eighty (80) hours of vacation leave with pay. One (1) year of service shall be computed as 2,080 hours in active pay status. Each full-time bargaining unit employee shall be entitled to vacation leave annually with pay as follows:

Upon completion of:

1 through 5 completed years of service	80 hours
--	----------

Beginning years:

6 through 10 completed years of service	120 hours
11 through 15 completed years of service	160 hours
16 through 20 completed years of service	200 hours
21 years completed service	240 hours

At the completion of twenty-three (23) years of service, a member shall receive eight (8) hours of vacation each additional year

Each full-time bargaining unit employee shall accrue vacation leave as follows for each eighty (80) hours in active pay status.

Those entitled to 80 hours of vacation leave	3.1 hours
Those entitled to 120 hours of vacation leave	4.6 hours
Those entitled to 160 hours of vacation leave	6.2 hours
Those entitled to 200 hours of vacation leave	7.7 hours
Those entitled to 240 hours of vacation leave	9.3 hours

**Section 21.02** An employee with more than one (1) year of service who separates from his employment for any reason, shall be entitled to be paid for his accrued but unused vacation leave. Payment will be made at the employee's rate of pay at the time of separation. In the event of the death of an employee, payment as set forth herein shall be made to the a.) surviving spouse; b.) child or children of the

deceased employee eighteen years of age or older; or, c.) the father or mother of the deceased employee, preference given in the order named. Letters testamentary, letters of administration, or a consent to transfer issued by the tax commissioner or his agent shall not first be required before payment is made. However, should the above conditions not apply, then the payment shall be made to the estate of the deceased employee upon proper presentment of letters and a consent to transfer.

**Section 21.03** During the life of this Agreement, the Sheriff shall distribute a vacation schedule in each division of the department ~~every December to coincide with the Departmental bidding cycles.~~ Employees in the bargaining unit may then request, prior to March 1st of the year following distribution the dates on which during said year they prefer to use their accumulated vacation leave. **The vacation leave submittal deadline will be 30 days after the departmental bidding dates coincide with departmental bidding cycles.** Vacation leave approval shall be based on classification seniority.

An employee shall not be permitted to schedule the use of more than the amount of vacation leave that may be accrued as of the commencement of his vacation. Further, if it appears that at the time of the commencement of the vacation leaves sufficient balance does not exist to the credit of the employee, the Sheriff may adjust the employee's vacation schedule accordingly. Each employee shall be given the opportunity to request a first and second preference for the use of vacation leave. Subject to the staffing needs of the department, such request shall not be unreasonably denied. In the event that two or more employees within a division submit a request for the use of vacation leave for the same dates, and should the staffing needs of the department not permit, all such employee or employees with greater classification seniority shall be entitled to such vacation.

~~If the bidding cycle is semi-annual then Employees must schedule one-half of their vacation leave at each of the semi-annual bid cycles, or the corresponding calendar period and per~~

~~Employees submitting vacation leave requests may not "piggyback" A/T leaves in order to extend their semi-annual vacation leaves. All bargaining unit members must submit vacation leave requests prior to scheduling or requesting A/T leave.~~

**Section 21.04** ~~Vacation leave requests submitted after March 1st shall be honored on the basis of the date received by the division commander and no seniority rights shall attach to such requests. Vacation leave requests submitted after the period referenced in Section 21.03 bidding cycle shall be honored on the basis of the date received by the Division Commander and no seniority rights shall be attached to such requests.~~

**Section 21.05** The Sheriff may, when exigent circumstances require, cancel scheduled vacation leaves. However, this right shall not be unreasonably exercised.

**Section 21.06** Vacation leave requests made after ~~March 1st~~ **each bidding cycle** shall be made at least twenty-one (21) days before the scheduled commencement date, and shall be approved or denied by the division commander within 7 days. The Sheriff or his designee shall waive after the vacation request is made, any time limits with the mutual consent of the parties.

**Section 21.07** An employee may carry over up to two hundred (200) hours of accrued but unused vacation leave to the following year. Such carry over request must be submitted in writing by October

30th of each year and must be approved by the Sheriff. Deadline may be waived by mutual agreement of the parties. Such approval shall not be unreasonably denied.

**For the period of July 1, 2010, until at least March 31, 2011, subject to the reopening of negotiations regarding this provision, the provisions of this section will be “suspended” or “frozen.” Employees shall not be eligible to carry over vacation leave in excess of two hundred (200) hours of vacation leave unless the employee had, as of July 1, 2010, a balance of over two hundred (200) hours, which employees will be “grandfathered” and may carry over the balance they had as of July 1, 2010. That is, the provisions of this section shall not apply or be utilized during the period of July 1, 2010 through March 31, 2011, and the provisions of this section will be subject to the negotiations of the “reopener” provision for this section and other sections of this Agreement suspended subject to the “reopener” provision of this 2010 to 2013 Agreement, Appendix B.**

**Section 21.08** An approved unpaid leave (i.e., workers compensation, FMLA, medical, et al.) will not be considered a break in service for vacation purposes for any bargaining unit employee. The bargaining unit employee will continue to accrue service credit while on the unpaid leave.

**Section 21.09** Any bargaining unit employee who has successfully completed his probationary period shall have any prior service with Mahoning County or any credited PERS service credit, tacked on to his departmental service for purposes of leave accrual.

**Section 21.10** Any member with more than 5 yrs and less than 15 yrs completed service may request payment of up to two hundred (200) hours unused vacation or holiday time, members with more than 15 years and less than 25 yrs completed service may request payment of up to 300 hours unused vacation or holiday time, members with more than 25 years completed service may request payment for an unlimited number of hours unused vacation or holiday time, and such payment shall be paid the first pay in December. Request for payment shall be made in writing on the approved “Documentation of Leave Form” shown as appendix I to this agreement to the Sheriff, via the chain of command, no later than October 31<sup>st</sup> of each year.

**For the period of July 1, 2010, until at least December 31, 2011, subject to the reopening of negotiations regarding this provision, the provisions of this section will be “suspended” or “frozen.” That is, there shall be no payments for conversion of vacation leave and the provisions of this section shall not apply or be utilized during the period of July 1, 2010 through December 31, 2011, and the provisions of this section will be subject to the negotiations of the “reopener” provision for this section and no payments for conversion of vacation leave will be made until a new Agreement is reached for this section and other sections of this Agreement suspended subject to the “reopener” provision of this 2010 to 2013 Agreement, Appendix B.**

## Article 22 – Clothing and Maintenance Allowances

The parties tentatively agreed to the following language for inclusion in Article 22 of their successor Agreement. The fact finder recommends this language.

Recommended language – Article 22 – Clothing and Maintenance Allowances

**Section 22.01** Each bargaining unit employee shall receive ~~a as and for a~~ clothing and maintenance allowance **of \$500 on or about April 1 and September 1.** ~~the following amounts:~~

<del>2006</del>	<del>Two installments on or about:</del>	<del>April 1, 2006</del>	<del>\$500</del>
		<del>September 1, 2006</del>	<del>\$500</del>
<del>2007</del>	<del>Two installments on or about:</del>	<del>April 1, 2007</del>	<del>\$500</del>
		<del>September 1, 2007</del>	<del>\$500</del>
<del>2008</del>	<del>Two installments on or about:</del>	<del>April 1, 2008</del>	<del>\$500</del>
		<del>September 1, 2008</del>	<del>\$500</del>

**For the period of July 1, 2010, until at least December 31, 2011, subject to the reopening of negotiations regarding this provision, the provisions of this section will be “suspended” or “frozen.” That is, employees shall not receive a clothing and maintenance payment and the provisions of this section shall not apply or be utilized during the period of July 1, 2010 through December 31, 2011, and the provisions of this section will be subject to the negotiations of the “reopener” provision for this section and no payments for clothing and maintenance of uniforms will be made until a new Agreement and other sections of this Agreement suspended subject to the “reopener” provision of this 2010 to 2013 Agreement, Appendix B.**

**Section 22.02** Payment of such allowance shall be in a lump sum and shall be issued on a separate warrant of the County Auditor.

**Section 22.03** The Sheriff will reimburse half (1/2) the cost of protective vests for bargaining unit members and the member shall be reimbursed within every five (5) years or the manufacturing life of vest. Members must provide an original receipt which must be submitted to the Administrative Division Commanding Officer for reimbursement. Reimbursement will be limited to half (1/2) of the actual cost, but shall not exceed five hundred dollars (\$500.00). Payment will be by separate check. Members who purchase and receive reimbursement for their vests will retain ownership of said vest.

**Section 22.04** The County shall issue duty weapons to each bargaining unit member-

Article 23 – Longevity Pay

The parties tentatively agreed to the following language for inclusion in Article 23 of their successor Agreement. The fact finder recommends this language.

Recommended language – Article 23 - Longevity Pay

**Section 23.01** All bargaining unit employees shall receive longevity payments after completion of the required length of continuous full-time service as an employee of the Mahoning County Sheriff's Department, pursuant to the following schedule:

After completion of:

5 years           \$ 500.00

Employees that completed 5 yrs through 15 years shall receive \$110.00 per year of service

Employees that completed 16 yrs through 20 years shall receive \$125.00 per year of service

Employees that completed 21 years or more shall receive \$150.00 per year of service

**For the period of July 1, 2010, until at least December 31, 2011, subject to the reopening of negotiations regarding this provision, the provisions of this section will be “suspended” or “frozen.” That is, employees shall not receive payments for longevity and the provisions of this section shall not apply or be utilized during the period of July 1, 2010 through December 31, 2011, and the provisions of this section will be subject to the negotiations of the “reopener” provision for this section and no longevity payments will be made until a new Agreement is reached for this section and other sections of this Agreement suspended subject to the “reopener” provision of this 2010 to 2013 Agreement, Appendix B.**

**Section 23.02.** Longevity payments shall be made in a lump sum and shall be issued on a separate warrant of the County Auditor on the basis of completion of the appropriate full year of service in the first pay period of December of each year.

**Section 23.03** No employee hired after January 1, 2005 is eligible for longevity pay per agreement reached on August 9, 2007. ~~Deputy Cadets will not be eligible for longevity benefits now and in future contract negotiations.~~

Article 32 – Vacation/Bidding

The parties tentatively agreed to the following language for inclusion in Article 32 of their successor Agreement. The fact finder recommends this language.

**Section 32.01** When the Sheriff or his designee determines that there is a position opening in a recognized division of the Sheriff's Office and the Sheriff or his designee intends to fill the position, a notice of vacancy shall be posted on the bulletin boards where employee notices are usually posted for seven (7) calendar days prior to filling the vacancy. Written application show of interest must be received in the Personnel Department by the close of business on the last regular business day (Monday-Friday) prior to the end of the seven (7) calendar day period. The posting shall contain a description of

the position to be filled, basic and special qualifications required, days off, and work shift. Vacancies shall be awarded subject to the following conditions:

- ~~a. — Job performance, attendance, disciplinary record, and commendations;~~
- ~~b. — Work experience (internal and external), additional skills and abilities, supervisory recommendations/comments;~~
- ~~c. — Physical fitness, and;~~
- ~~d. — Continuous service (departmental seniority).~~

If there are no applicants, the vacancy may be filled **at the Sheriff's discretion.** ~~by a new hire or less senior employee.~~

**Section 32.02** All successful applicants must complete a thirty (30) calendar day trial period to demonstrate their ability to perform the requirements of this position. A performance evaluation shall occur within seven (7) calendar days before the thirty (30) calendar day trial period. Any member that fails to meet the requirements of the position at any time during the trial period shall be reassigned by the Sheriff, and shall receive a notice showing cause for the transfer and the inability to meet requirements. The member may appeal such action through the grievance procedure of this Agreement.

- A. During that trial period, the employee shall be subject to reassignment in accordance with ~~Article 32, if applicable.~~ **The article for shift preference, currently Article 33;** if applicable.
- B. Should the performance of a successful applicant be considered unsatisfactory as indicated by written performance evaluations, records of attendance and/or records of discipline, the employee shall be subject to reassignment (position and shift) solely at the discretion of the Employer. Such discretionary reassignment may continue until the next shift and/or day off preference bidding period, at which time the reassigned employee may resume his rights for bidding.
- C. Successful applicants shall be prohibited from applying for any other vacancies for a period of one (1) year from the date of reassignment. This vacancy bidding restriction will not apply for bids to seasonal, supplemental, or special detail vacancy jobs i.e. land patrol, boat patrol.

**Section 32.03** Any vacancy due to the reassignment of a successful applicant who failed the trial period shall be re-posted in accordance with Section 01. Reassignment of an employee who failed the trial period shall not result in the involuntary displacement of other employees who filled openings during the posting process.

**Section 32.04** The Sheriff may have six (6) exempt Sergeant positions in the Gold Unit. These positions, along with all Lieutenants and Captains, will be exempt from the provisions of this article.

**Section 32.05** Nothing in this article shall limit or interfere with the Employer's right to declare a vacancy for reasons of attrition, the creation of new or additional positions, or the failure of an incumbent employee to satisfactorily perform the requirements of a position, or the Employer's right to make temporary reassignment as necessary to fill vacancies pending the posting process..

**Section 32.06** The Employer may temporarily transfer an employee for a period not to exceed thirty (30) working days. When the Employer determines (with sufficient notice) that it is necessary to make a temporary reassignment within a division, the Employer shall select employees from within the division requiring reassignment who are at work and qualified to perform the assignment on a rotating basis, subject to the following conditions:

- A. The Employer shall offer the temporary assignment to the most senior employee, etc., until accepted. The Employer shall offer the next occasion of temporary reassignment to the employee who is next most senior to the employee who last accepted a temporary reassignment, until exhausting all employees on the shift, and returning to the most senior employee.
- B. In the event no employee accepts the temporary reassignment as provided in subparagraph (A) of this section, the least senior employee shall be required to work the temporary assignment. On the next occasion, the employee who is next least senior to the employee who was last required to work the temporary reassignment, etc., until exhausting all employees on the shift in inverse order set forth in subparagraph (A) of this section, and returning to the least senior employee.
- C. It shall not be necessary for the Employer to follow the procedure set forth in this section in selecting employees to work a temporary reassignment when the Employer does not have sufficient notice of at least eight (8) hours of the necessity for such temporary reassignment.

#### Article 33 – Shifts and Days Off

The parties tentatively agreed to the following language for inclusion in Article 33 of their successor Agreement. The fact finder recommends this language.

#### Recommended language – Article 33 – Shifts and Days Off

**Section 33.01** Shift assignments will be made within each Division of the Department, based upon the written preference of each employee in order of rank and seniority, to the extent that it is possible to do so and to also have a sufficient number of personnel with needed skills and qualifications on each shift. Barring emergency conditions, special assignments, employee disciplinary action or other unexpected staffing situations which necessitates reassignment of personnel, shift assignments will not be changed during the year. When it is necessary to re-assign shift as described above, affected employee(s) will be given ten (10) days prior notice before the change takes effect.

**Section 33.02.** Shift or day off exchange within the same month by mutual agreement among employees in the same rank will be permitted with the approval of the supervisor or supervisors involved when it does not require the payment of overtime.

**Section 33.03.** For the purpose of divisional assignments, the Sheriff will continue to assign Lieutenants and Captains based upon the expressed needs of the Sheriff.

~~For the purpose of this section, Lieutenants and Captains will be combined as "Command Staff" and will be ranked by departmental seniority. Command staff will work normal day-turn business hours Mondays through Fridays with Saturdays and Sundays off. Any other schedules will be **bid by assigned division by classification seniority**, offered to the most senior command level officer. If not accepted, the schedule will be offered to the next most senior officer until accepted. If not accepted by such members, the assignment will fall to the least senior command level officer.~~

**Section 33.04.** Each year the Sheriff or his designee will establish the **classification** ~~departmental~~ seniority list for Sergeants, Lieutenants and Captains. There will be a master schedule created which shows all biddable positions by division, shift and days off for the affected units. The actual bidding will occur on the Tuesday after Thanksgiving. Bidding will occur by classification **seniority** into the available slots ~~by seniority in that rank~~ until all posted slots are filled.

Members wishing to proxy a bid must provide the Ohio Labor Council associate with the written proxy before the bidding date. Failure to provide a written proxy will result in management making the assignment.

After the opening bidding process has concluded, the Sheriff or his designee shall post the selections by December 1<sup>st</sup>. The annual new bid selections will take effect on the first Sunday of the first full pay period of January each year. Gold unit members will also bid the shift and days of their assigned division mid-calendar year as described in the Collective Bargaining Agreement of the Blue Unit.

Any bid out of currently assigned divisions shall have a thirty (30) day trial period to demonstrate the ability to perform the requirements of the position. The Sheriff reserves the right to reassign the officer or maintain the bid until the next cycle.

Shift exchanges for more than thirty (30) days must be personally approved by the Sheriff or his designee. Changes of shifts will result in shift premiums paid to the persons involved in the exchange.

#### Article 34 – Insurance Coverage

The parties tentatively agreed to the following language for inclusion in Article 34 of their successor Agreement. The fact finder recommends this language.

#### Recommended language – Article 34 -Insurance Coverage

##### Hospitalization Coverage for Employees

- A. The County will offer at least a POS and PPO option at the same level of benefits during the term of this agreement. The County will offer similar benefits as are offered upon the effective date of this agreement. The term "similar" means the panel of benefits coverages in place as of April 1, 2003 will remain ostensibly in place for the term of the agreement. The determination

as to the benefit carrier will be made by the County in as much as the purchase of hospitalization insurance is required by law to be competitively bid.

~~A. The Employer shall make available to all full-time bargaining unit members comprehensive major medical/hospitalization health care insurance. Inasmuch as R.C. 305.171 vests exclusive contracting authority for insurance purposes with the Board of County Commissioners, the Board shall select carriers/providers and otherwise determine the method of provision and coverage (i.e. single, family, two-party, etc.) as provided under the offered plan(s).~~

B. Bargaining unit members shall contribute ten percent (10%) of the premium with no cap:

When the County negotiates another contract for health care, the Union shall be provided the option of participating in a County-wide health care committee.

C. Bargaining unit members may be able to opt out from the hospitalization plan at a rate of One Hundred Dollars (\$100.00) per month, minus taxes paid on twenty-six (26) pays.

#### Article 35 – Compensation

The parties tentatively agreed to the following language for inclusion in Article 35 of their successor Agreement. The fact finder recommends this language.

Recommended language – Article 35 – Compensation

#### **Section 35.01 The wage rates for the employees of this bargaining unit are as follows:**

**A Sergeant’s base pay shall be 21% above the highest base pay of Deputy Sheriffs. Wage rates shall reflect a 15% rank differential between the base pay of Sergeants for all ranks above the rank of Sergeant.**

**For the period of July 1, 2010, through December 31, 2011, employees shall remain at the rate of pay received as of June 30, 2010. Unless the employee is promoted to a higher classification, the employee shall receive the entry rate of pay for the classification. Employees shall not advance in steps, or due to service, in the wage scale during the period of July 1, 2010 through December 31, 2011, and subject to the provisions of the “reopener” provision of this Agreement.**

**For the period of July 1, 2010, until at least December 31, 2011, subject to the reopening of negotiations regarding this provision, the provisions of this section will be “suspended” or “frozen.” That is, the provisions of this section shall not apply or be utilized during the period of July 1, 2010 through December 31, 2011, and the provisions of this section will be subject to the negotiations of the “reopener” provision for this section and other sections of this Agreement suspended subject to the “reopener” provision of this 2010 to 2013 Agreement, Appendix B.**

~~Proposal to the FOP/OLC collective bargaining unit representing the Members of the Civilian Unit, the Blue Unit and the Gold Unit of the Mahoning County Sheriff's Office relative to Article 35 Compensation and Article 51 Minimum Staffing. This proposal is made to settle the retroactive wage matters that are reopened from November 2004, the minimum staffing issues, and the current contract being negotiated.~~

**RETROACTIVE ISSUES:**

~~Matters within the reopener are limited to Article 35 Compensation and Article 51 Minimum Staffing.~~

- ~~A. Minimum Staffing is mutually withdrawn at this time, held as pending, to be continued for future negotiations in the next negotiation period.~~
- ~~B. Effective November 1, 2004, all employees, except the formerly employed Interim Deputies now referred to as CADETS, will receive a retroactive wage of 3% to their base pay effective through December 31, 2005. A separate retroactive payment will be issued within 60 days of the signing of this Agreement.~~
- ~~C. The wage rate for the three Deputies that were former Corporals will not be used in calculating wages for Gold Unit rank differentials, nor for highest deputy rates of pay. This wage rate will be removed by attrition.~~

**NEW CONTRACT PROPOSAL:**

~~January 2006, new contract~~

- ~~A. Blue Unit Members that complete a seventh year of service, will on the date of the start of the eighth year, receive wage adjustments over the next three years: All effected members receiving this wage adjustment will waive longevity in this contract. This wage adjustment shall be made retroactive to January 1, 2006.  
Beginning in 2006: 8 to 10 years \$35,923.79  
Beginning in 2007: 8 to 10 years \$37,923.79  
Beginning in 2008 8 to 10 years or more \$39,923.79~~
- ~~B. Blue Unit Members with less than seven years will receive a 3% increase in 2006 based upon the present wage.~~
- ~~C. Effective January 1, 2006, all employees, except employees identified in paragraph (A) in this section above and the formerly employed Interim Deputies now referred to as CADETS, will receive a retroactive wage of 3% to their base pay current through the ending pay period of the signing of this Agreement. The 2006 retroactive payment will be issued within 60 days of the signing of this Agreement.~~





Promotional eligibility lists shall be valid for two (2) years from the date the test is certified by the testing agency. A new certified eligibility list will be available within two (2) months of the expiration of the old eligibility list unless an extension is mutually agreed upon by the Sheriff and the Fraternal Order of Police/Ohio Labor Council. The examination announcement shall provide a list of study materials. There will be at least eight (8) weeks of study preparation. An eligibility list shall be posted within three (3) weeks from the date of the examination.

For the purpose of years of service, anytime a member suffers actual loss of time due to a disciplinary suspension that time shall not be calculated as service time for promotional purposes. Any time that a person has a pending lost time arbitration, that time shall be calculated as service time.

### **Section 37.02 Promotional Examination and Scoring Procedures**

The parties as defined in Article 9 will agree that assessments will be used to promote in conjunction with written examination. These parties will mutually agree to testing and assessment standards prior to any test administration.

The Testing Administrator, an outside agency, will use a standard percentage grading system, based on a 100 point scale, for determining the total written exam score of a candidate. The names of the candidates whose total written exam score is below seventy percent (70%) will neither appear on the promotional list nor will the candidate be eligible for promotion. To be eligible for promotion or seniority credit the written section must be passed with seventy percent (70%). Seniority points shall be credited towards the candidate's total written score and shall be awarded as follows: One percentage (1%) point for each year of accredited seniority in the Sheriff's Office, up to a maximum of ten percentage (10%) points, for ten (10) years accredited seniority on promotional exams shall only be applied to a passing score. The written score and seniority points shall be added together to determine a candidate's composite score.

If the test administrator provides post test review with members, said review will be provided.

### **Section 37.03 Test Development and Administration**

#### **Section 37.04 Eligibility List**

The eligibility list shall remain active for a period of two (2) years from the date such list is certified. The list shall provide a date to establish the effective date. The eligibility list will be established by total composite score. Selection will be from the top composite score until the list is exhausted. The eligibility list shall be posted on the F.O.P. bulletin boards immediately upon receipt from the testing authority.

Unless agreed upon as listed in Section 37.01 of this Agreement, each eligibility list shall expire after two (2) years from the date the test is certified. At that time, old scores as well as the list will be replaced with a new list upon the completion of the testing process. Seniority of officers appointed on the same day from the eligibility list will be by highest composite score.

## Article 38 – Continuing Education

The parties tentatively agreed to the following language for inclusion in Article 38 of their successor Agreement. The fact finder recommends this language.

### Recommended language – Article 38 – Continuing Education

**The parties agree to continue the suspension of the provisions of this Article, Article 38, until the parties mutually agree to reinstate the provisions of this Article.**

The County recognizes the educational and career aspirations of its employees and has developed an education program designed to meet the needs of both the Agency and its employees.

**Section 38.01** In order to participate in the education program, the employee must be a full-time employee and be in good standing including performance, attendance, and behavior. This is limited to course work towards at least a two (2) year degree at an accredited institution of higher learning. All participants must work towards obtaining a degree. Employees must have completed at least one (1) year of service.

**Section 38.02** The employee must have the course work evaluated and approved by the Appointing Authority or his designee prior to the enrollment. Payment and reimbursement for tuition is limited to expenses not covered by financial aid. The County maintains complete discretion as to what course work can be taken and as to whom may take course work. Required forms are available in the Human Resources Department and must be timely submitted in order to receive consideration.

**Section 38.03** The Appointing Authority's decision on approving course work at the institution of choice will be affected by cost, distance, and convenience factors. Approval will be granted in order of preference as follows: in-house education programs, public institutions, and private institutions.

The student must attend class regularly, and is expected to satisfy all other requirements as determined by each professor/instructor. Completion of work assignments and studies are expected to be accomplished on the employee's own time. If a required course is offered only during normal working hours, the employee will be required to use personal, compensatory or vacation time.

In consideration of receiving a tuition free education, employees who participate in the Tuition Reimbursement Program will be expected to continue their careers with the County for at least one (1) year after completing their course of study.

Participation in the program shall cease if the following should occur:

1. The employee leaves full-time employment, either voluntarily or mandatory, with the County after enrollment or during the completion of a course(s);
2. The student fails to maintain a satisfactory G.P.A.;

3. The student drops out of a course or the program either at the direction of the Appointing Authority or of their own choosing;
4. The student fails to provide official grade report as required;

In any of the above noted situations, approval from the Appointing Authority will be necessary in order to again participate in the program.

Continuing participation is dependent upon:

1. The student being in good academic standing for the program to which he is undertaking, and the student maintains a satisfactory cumulative grade point average;
2. Pass/fail courses shall be reimbursed, without the prior consent of the Director;
3. A copy of the student's official grade report shall be presented to the Human Resources Administrator no later than three (3) weeks after the completion of a quarter or semester. Failure to do so could result in the suspension of privileges; and failure to pay the reimbursement;
4. The student satisfactorily progresses towards completing the degree program.

**Section 38.04 Tuition Reimbursement Program**

The County will reimburse an employee for tuition and textbooks for pre-approved courses in accordance with the employee's final grade in the course as follows:

Grade of A:	100%
Grade of B:	80%
Grade of C:	75%
Below C (including C-)	0%

The number of employees who may be required under this program shall be subject to the availability of funds to each department. Funds for this purpose should be budgeted in January of each year. In the event that funds are limited, employees currently enrolled in a program will be given first preference based on agency needs (job relatedness) and grade point average. All other funds will be made available to employees on the basis of seniority and availability in the annual appropriations budget.

**Article 41 – Hazardous Duty Pay**

The parties tentatively agreed to the following language for inclusion in Article 41 of their successor Agreement. The fact finder recommends this language.

Recommended language – Article 41 – Hazardous Pay

**Section 41.01** All Bargaining Unit Members shall receive an annual hazardous duty pay for the sum of one percent (1%) of his annual gross rate of pay and said sum shall be prorated into the member's regular hourly rate of pay.

**For the period of November 21, 2010, until at least December 31, 2011, subject to the reopening of negotiations regarding this provision, the provisions of this section will be “suspended” or “frozen.” That is, employees shall not receive hazardous duty pay and the provisions of this section shall not apply or be utilized during the period of July 1, 2010 through December 31, 2011, and the provisions of this section will be subject to the negotiations of the “reopener” provision for this section and no payments for hazardous duty pay will be made until a new Agreement is reached for this section and other sections of this Agreement suspended subject to the “reopener” provision of this 2010 to 2013 Agreement, Appendix B.**

Article 48 – Professional Development

The parties tentatively agreed to the following language for inclusion in Article 48 of their successor Agreement. The fact finder recommends this language.

Recommended language – Article 48 – Professional Development

**For the period of 12/5/2010 through 12/31/2011, the parties agree to suspend the benefit of Article 48. The benefits of this Article shall be reinstated effective 01/01/2012.**

**Section 48.01** It is the goal of both the Sheriff and the members of the bargaining unit to encourage and support professional development within the department. The parties recognize that on-going training, attendance at seminars, membership in professional organizations, or efforts to maintain or improve physical fitness and health support such goals. Members who can demonstrate their personal contribution and involvement in such professional development activities, may have such direct expenses reimbursed quarterly, up to a limit of three hundred fifty dollars (\$350.00) per year.

- a. It is not the intent of this Article to replace the Sheriff's duty to adequately train the workforce and meet its in-service training responsibilities

**Section 48.02** Examples of allowable expenses which meet the intent of Section 01, include, but are not limited to, the following:

- a. Annual memberships in law enforcement or correctional organizations, such as AJA, ACA, I.A.C.P., BSSA, OACP, NSA, SPI, etc.
- b. Attendance at training classes or seminars for topics that are job-related.
- c. Membership in health or fitness clubs such as the YMCA, YWCA, Club South, etc., where the employee is engaged in aerobic, anaerobic, or weightlifting activities designed to build health and fitness.

- d. Expenses incurred from attending professional conventions for organizations included under paragraph “a” above.

**Section 48.03 04.** Payment shall be made to the bargaining unit member within thirty (30) days of the receipt/invoice being submitted to the Sheriff’s Department. Receipts must be submitted by the last date of the quarter in which it was purchased. The quarters in a calendar year will be as follows:

January 1 to March 31  
April 1 to June 30  
July 1 to September 30  
October 1 to December 31

Pre-authorization from the Appointing Authority must be received on the approved form prior to the purchase date listed on the receipt. The pre-authorization form along with the original receipt/invoice must be submitted to the Fiscal Office on the last day of the quarter it was purchased.

#### Article 50 – Contracting Out

The parties tentatively agreed to the following language for inclusion in Article 50 of their successor Agreement. The fact finder recommends this language.

#### Recommended language – Article 50 – Contracting Out

The Mahoning County Sheriff’s Office, the Mahoning County Commissioners, full-time Deputy Sheriffs, Sergeants, Lieutenants, and Captains of the Mahoning County Sheriff’s Office, shall agree that no services provided by the members of this Collective Bargaining Agreement shall be contracted out, or any work performed by any person or persons within the member’s classification.

**Section 50.01.** Bargaining Unit work shall consist of patrol division, jail division, detective division, or any other work normally performed by bargaining unit members. Bargaining unit employees shall perform bargaining unit work. Non-Bargaining unit employees shall not be used to displace any bargaining unit employees.

#### Article 51 – Minimum Staffing

The parties did not reach a tentative agreement on the language of Article 51 for inclusion in their successor Agreement.

The Employer proposes no change to the language that appears in Article 51 in the parties’ predecessor Agreement thereby avoiding any contractual minimum staffing levels.

The Union has argued that the members of the bargaining unit have shown their willingness to sacrifice through the concessions that have been tentatively agreed for the parties' successor Agreement. The Union argued at the fact-finding hearing that in consideration for the belt-tightening measures tentatively agreed by the bargaining unit's negotiating team, the Employer should be willing to make a commitment to minimum staffing levels that are secured through these cost savings.

The fact finder is not persuaded that minimum staffing language should be included in the parties' successor Agreement. The fact finder acknowledges the bargaining unit's willingness to participate in a plan to meet the financial difficulties faced by the Employer and Mahoning County. It is exactly because of these financial difficulties that the fact finder is reluctant to recommend minimum staffing levels. To a large degree the amount of revenue available to the Employer will determine what is possible in terms of staffing within the Department and in the bargaining unit. The fact finder does find the present economic circumstances of the Employer to support contractual language on minimum staffing levels. The fact finder therefore favors the Employer's position on this Article.

#### Recommended language – Article 51 – Minimum Staffing

The parties agree to negotiate minimum staffing effective January 1, 2007.

#### Article 52 – Government

The parties tentatively agreed to retain the current language in Article 52 in their successor Agreement. The fact finder recommends this language.

#### Recommended language – Article 52 – Government Programs

No person covered under this agreement shall be excluded from working any detail in which the funding of such detail is either directly or indirectly and partially or fully funded by any city, county, state,

federal government, political subdivision, public agency, public body or any other like entity or agency. All persons regardless of rank shall be provided equal opportunity to apply for and work these details. These details shall be monitored to ensure and maintain equal distribution among all persons applying to work details. Positions that are created or continue year to year shall be bid as jobs in accordance with Articles 32 and 33 (or any other Article by number that associates to job bidding) whichever is most applicable.

#### Article 53 – Reinstatements

The parties tentatively agreed to the following language for inclusion in Article 53 of their successor Agreement. The fact finder recommends this language.

#### Recommended language – Article 53 – Reinstatements

**Section 53.01.** All bargaining unit members may request and shall be granted up to 12 mos. unpaid leave of absence.

**Section 53.02.** A bargaining unit member with ten or more years of service within the MCSO shall have the right to be reinstated after separation for not more than twelve (12) months from employment either after resignation or after an approved unpaid leave of absence. Any such member shall request reinstatement in writing to the Sheriff and the employee shall be returned to their previously held classification with the same rate of pay and credit for continued seniority. **Any employee who exercises the benefits of this section, resignation and reinstatement, who receives termination pay (payouts) will not be eligible for reinstatement for a minimum of six (6) months.**

#### Article 55 – Duration

The parties tentatively agreed to the effective dates of their successor Agreement, July 1, 2010 through June 30, 2013.

What has not been tentatively agreed by the parties is the language proposed by the Employer for Article 55, section 55.01. This language refers to possible future economic circumstances to be faced by the Employer and the Employer's opportunity to reopen economic Articles for bargaining through written notice directed to the Union in October, 2011. The Union is strongly opposed to this additional language. The Union wishes to avoid bargaining on a constant basis.

The fact finder recommends the Union's position on this Article. The fact finder is reluctant to order a reopener when one of the parties does not favor such a resumption of bargaining. Considering the major compromises made by the bargaining unit in the language of the successor Agreement, the fact finder recommends the Union's proposal in regard to the language of Article 55, section 55.01. The language proposed by the Employer that is not recommended by the fact finder is the underlined language appearing below as Article 55, section 55.01.

Recommended language – Article 55 - Duration

**Section 55.01 The parties understand and agree that the funding or available resource of the Mahoning County Sheriff's Office are difficult to predict and that current and future State and County budgets may have additional negative impact on the budget of the Sheriff's Office. This may occur if there are future decreases in or the General Fund revenues do not increase at a rate greater than inflation. As such, the parties agree that upon a thirty (30) day written notice from the County to the Union that may be filed in October, 2011, the parties agree to reopen negotiations of economic articles, or other Articles having economic impact, to address the impact from the County budget or other funding sources on the Sheriff's Office budget. If neither party files a notice to negotiate in October, 2011, the provisions of this Agreement, including all freezes, will continue until June 30, 2013. The reopening of the Agreement shall invoke the dispute settlement procedure set forth in O.R.C. Section 4117.14.**

**Section 55.01** This contract will be effective on ~~January 1, 2006 through December 31, 2008~~ **July 1, 2010 until June 30, 2013.**

Appendix A

The parties tentatively agreed to leave Appendix A blank intentionally. The fact finder recommends this absence of language.

Recommended language – Appendix A

LEFT BLANK INTENTIONALLY

Appendix B – Frozen or Suspended Provisions and Reopener Negotiations

The parties tentatively agreed to the following language for inclusion in Appendix B of their successor Agreement. The fact finder recommends this language.

Recommended language – Appendix B – Frozen or Suspended Provisions and Reopener Negotiations

**During the course of negotiations and the impasse proceedings for this Agreement of July 1, 2010 to June 30, 2013, certain provisions of the Articles listed below are to be “frozen” or “suspended” for the period of July 1, 2010 through December 31, 2011. These provisions are identified individually in the body of the Agreement. The provisions “frozen” or “suspended” will remain “frozen” or “suspended” until December 31, 2011, subject to the following “reopener” provision which will include the period of negotiations and/or impasse proceedings (if utilized) for these provisions. That is, the provisions of the Agreement identified as “frozen or “suspended” for the period of July 1, 2010 through December 31, 2011, will remain “frozen” or “suspended” until the parties reach agreement regarding these provisions or agreement is reached in the negotiations during “reopener” negotiations or a conciliator renders a decision regarding each of the “frozen” or “suspended” provisions.**

**The Articles which contain “frozen” or “suspended” provisions include:**

<b>Article 8</b>	<b>Sick Leave</b>
<b>Article 18</b>	<b>FOP/OLC Representative</b>
<b>Article 19</b>	<b>Overtime</b>
<b>Article 20</b>	<b>Holidays</b>
<b>Article 21</b>	<b>Vacations</b>
<b>Article 22</b>	<b>Clothing Allowance</b>
<b>Article 23</b>	<b>Longevity</b>
<b>Article 35</b>	<b>Compensation</b>
<b>Article 41</b>	<b>Hazardous Duty Pay</b>

**The provisions “frozen” or “suspended” shall continue as “frozen” or “suspended” until at least December 31, 2011, or until the parties mutually agree to modify one or more of the “frozen” or “suspended” provisions, or the issue is resolved through the impasse procedures.**

**The parties also mutually agree to reopen for negotiations any or all of the “frozen” or “suspended” provisions by one party or the other serving a Notice to Negotiate on the other party. The period for negotiations for the reopener may commence October 1, 2011.**

**The parties agree that the provisions “frozen” or “suspended” and negotiated pursuant to the provisions of this Appendix to the 2010-2013 Agreement shall be subject to the impasse**

**proceedings, including fact-finding and conciliation, or contained in the Ohio Collective Bargaining Act, Ohio Revised Code Chapter 4117.**

**The parties agree that during the period of negotiations regarding the “frozen” or “suspended” provisions and any subsequent impasse proceedings that these provisions will remain and continue to be “frozen” or “suspended” during the period of negotiations and/or impasse proceedings subject to change only if mutually agreed or amended pursuant to the impasse proceedings.**

**Other provisions or benefits, in addition to this listing, are mutually agreed to be suspended but have a date mutually agreed for the provision or benefit to resume.**

The fact finder incorporates by reference, as if fully rewritten herein, all Articles that were tentatively agreed by the parties prior to November 18, 2010, and recommends that these Articles be included in the parties’ successor Agreement.

The fact finder recommends that all Articles tentatively agreed by the parties on December 1, 2010 be included in the parties’ successor Agreement.

The fact finder recommends the Employer’s proposal as to Article 51, Minimum Staffing; the fact finder recommends the Union’s proposal as to Article 55, Duration.

In making the recommendations presented in this report, the fact finder has considered the criteria presented by Ohio Revised Code section 4117.14(C)(4)(e) and section 4117-9-05(K) of the Ohio Administrative Code.

Finally, the fact finder reminds the parties that any mistakes in the language recommended by the fact finder are correctable by agreement of the parties pursuant to Ohio Revised Code section 4117.14(C)(6)(a).

*Howard D. Silver*  
Howard D. Silver  
Fact Finder

Columbus, Ohio  
December 10, 2010

Certificate of Filing and Service

I hereby certify that the foregoing Fact Finder's Report and Recommended Language in the Matter of the Mahoning County Sheriff, Mahoning County, Ohio and the Fraternal Order of Police, Ohio Labor Council, Inc., Gold Unit, SERB case number 10-MED-04-0476, was filed with the Ohio State Employment Relations Board and served upon the parties via electronic mail this 10<sup>th</sup> Day of December, 2010. The Ohio State Employment Relations Board was served at [MED@serb.state.oh.us](mailto:MED@serb.state.oh.us). The following were served as representatives of the parties:

Charles Wilson  
Staff Representative  
Fraternal Order of Police, Ohio Labor Council  
2721 Manchester Road  
Akron, Ohio 44319  
cwilsonfop@aol.com

and

Jonathan J. Downes, esquire  
Downes Fishel Hass Kim LLP  
400 South Fifth Street  
Suite 200  
Columbus, Ohio 43215-5430.  
jdownes@downesfishel.com

*Howard D. Silver*

Howard D. Silver  
Fact Finder

Columbus, Ohio  
December 10, 2010

STATE OF OHIO  
BEFORE THE OHIO STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF FACT-FINDING	:	SERB Case Number: 10-MED-04-0476
	:	
BETWEEN THE	:	
	:	
<b>MAHONING COUNTY SHERIFF, MAHONING COUNTY, OHIO,</b>	:	Bargaining Unit: Gold Unit
	:	
Employer	:	
	:	Date of Fact-Finding Hearing:
AND THE	:	December 1, 2010
	:	
<b>FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.,</b>	:	Howard D. Silver
	:	Fact Finder
Union	:	

Fact Finder's Fee Statement:

November 18, 2010 – Mediation session - 6.75 hrs. @ \$118.75/hr. - \$ 801.56

November 18, 2010 – Travel Time

Columbus – Youngstown – 3.0 hrs.	
Youngstown – Columbus - <u>3.0 hrs.</u>	
6.0 hrs. @ \$118.75/hr. -	\$ 712.50

November 18, 2010 – Mileage

Columbus – Youngstown – 165 miles	
Youngstown – Columbus - <u>165 miles</u>	
330 miles @ \$ .58/mile -	\$ 191.40

December 1, 2010 – Fact – Finding Hearing - 5.0 hrs. @ 118.75/hr. - \$ 593.75

December 1, 2010 – Travel Time

Columbus – Youngstown – 3.0 hrs.	
Youngstown – Columbus – <u>3.0 hrs.</u>	
6.0 hrs. @ 118.75/hr. -	\$ 712.50

December 1, 2010 – Mileage

Columbus – Youngstown – 165 miles  
Youngstown – Columbus - 165 miles  
330 miles @ \$ .58/mile - \$ 191.40

December 6-10, 2010 – Prepare Report and Recommended Language  
of Fact Finder, serve parties and file with SERB  
– 6.0 hrs. @ 118.75 - \$ 712.50  
Total \$ 3915.60

*Howard D. Silver*

Howard D. Silver  
Fact Finder

Payable by Mahoning County Sheriff, Mahoning County, Ohio - \$ 1957.80

Payable by Fraternal Order of Police, Ohio Labor Council, Inc. - \$ 1957.80

Columbus, Ohio  
December 10, 2010